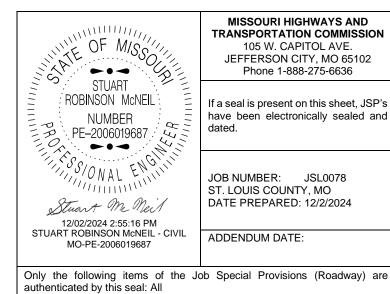
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(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

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## JOB SPECIAL PROVISION

## A. <u>General - Federal</u> 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 <a href="https://www.modot.org">www.modot.org</a> 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 <a href="www.modot.org">www.modot.org</a> under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans For Highway Construction

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

## B. Contract Liquidated Damages JSP- 13-01D

- **1.0 Description.** Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.
- **2.0 Period of Performance.** Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work on all projects shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: March 10, 2025 Contract Completion Date: December 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 JSL0078 N/A \$7600

- **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 \$1500 per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.
- **4.0 Liquidated Damages for Road User Costs.** Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.
- C. Work Zone Traffic Management JSP-02-06N
- **1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.
- 1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.
- **1.2 Work Zone Deficiencies.** Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

## 2.0 Traffic Management Schedule.

**2.1** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management

schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

- **2.2** The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.
- **2.3** The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.
- **2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.
- **2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **10 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

## 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

- **3.2** The contractor shall not perform any construction operation on the roadway 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 may reduce the number of open traffic lanes for work during the times shown below. It shall be the responsibility of the engineer to determine if the below work hours may be modified. Working hours for weekends, and holidays will be determined by the engineer.

## Monday – Friday: Route 141

Single Lane Closures are allowed from 9:00 a.m. to 2:30 p.m., and from 7:00 pm to 5:00 a.m. (A minimum of 2 through lanes must remain open)

**Double Lane Closures** are allowed from **9:00 p.m. to 5:00 a.m.** (A minimum of 1 through lane must remain open)

## **Route 141 – Saturday and Sunday:**

**Single Lane Closures** are allowed during **all hours**. (A minimum of 2 through lanes must remain open)

**Double Lane Closures** are allowed from **7:00 p.m. to 6:00 a.m.** (A minimum of 1 through lane must remain open)

Ramp closures are allowed from 9:00 p.m. to 5:00 a.m.

- **3.4** The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1000 per 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.
- **3.4.1** 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. <u>Emergency Provisions and Incident Management</u> JSP-90-11A

- **1.0** The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from law enforcement or other emergency agencies for incident management. In case of traffic accidents or the need for law enforcement to direct or restore traffic flow through the job site, the contractor shall notify law enforcement or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.
- **2.0** In addition to the 911 emergency telephone number for ambulance, fire or law enforcement services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri High	way Patrol	
1-800-525-5555	Cellular: *55	
St. Louis Cou	nty Police	
314-615-	·0111	
MoDOT Traffic Management Center (TMC)		
Gateway Guide: 314-275-1513; Jim Connell 314-565-6717		
Risk Management: Daytime (314) 453-1	721; After Hours 314-594-SAFE (7233)	
Equipment Damage: Rico Fennewold Day:	314-624-2921; After hours 314-205-7391	
City of Town and Country	City of Chesterfield	
Fire: 636-256-2033	Fire: 314-514-0900	
Police: 314-432-4696	Police: 636-537-3000	

- **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.

Stuart McNeil, Project Contact St. Louis District 1590 Woodlake Drive Chesterfield, MO 63017 Telephone Number: (314) 453-

Telephone Number: (314) 453-5042 Email: <u>Stuart.McNeil@modot.mo.gov</u>

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

## F. <u>Utilities</u>

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

<u>Utility Name</u>	Known Required Adjustment	<u>Type</u>
Ameren Electric Russ Robertson Phone: (314) 992-9712 Email: <a href="mailto:rrobertson2@ameren.com">rrobertson2@ameren.com</a>	None	Power
AT&T –Distribution Tosha Hurst Phone: (636) 795-3754 Email: th9527@att.com	None	Communications
Charter George Bugg Phone: (314) 780-2921 Email: george.bugg@charter.com	None	Communications
Edward Jones Roger Halmick Phone: (573) 468-1082 Email: roger.halmick@fidelitycommunications.com	None	Communications
Lumen Rich Obremski Phone: (314) 378-9931 Email: Richard.Obremski@Lumen.com	None	Communications
MCI Domenic Nicastro Phone: (636) 459-1600 Email: domenic.nicastro@verizon.com	None	Communications
Missouri American water Company Ray Brooman Phone: (314) 996-2214 Email: Ray.Brooman@amwater.com	None	Water

Spire Ryan Rzadca Phone: (314) 575-5087 Email: Ryan.Rzadca@spireenergy.com	None	Gas
St Louis Metropolitan sewer (MSD) Andy Day Phone: (314) 768-2799 Email: aday@stmsd.com	None	Sewer

- 1.1 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. The above utilities were identified through the Missouri One-Call system as having facilities within the project area. 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.
- **2.0 Guardrail Locations:** The contractor shall be aware there are numerous utilities present along the route in this contract. The full 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. 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. 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 and may require direct contact with the listed utilities.
- **3.0** If utility facilities are discovered or appear to be in conflict, the contractor shall contact the MoDOT Area Utility Coordinator, Steve Belcher at (314) 624-7382. District Utility Staff will determine whether adjustment of the utility is necessary, if alternate construction methods will be required, 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 unless specified elsewhere in the contract document.
- G. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

- H. Winter Months Requirements JSP-15-07A
- **1.0 Description.** This project contains work which spans the winter months.

- **2.0 Work to be Completed.** When the contractor ceases operations for the winter months, any paving operation performed by the contractor shall not result in a lane height differential between adjacent lanes.
- **3.0 Maintenance of Pavement Marking.** Prior to ceasing operations for winter months, a permanent or temporary stripe shall be provided on any completed length to the point that the original stripe was obliterated or obscured by the contractors' operation. Temporary striped areas shall be re-striped with the remaining route upon performance of the final striping.
- **4.0 Winter Related Maintenance Activities.** The contractor shall have the project in a condition as not to interfere with the plowing of snow. The contractor shall also provide a taper at the end of his paving that will not be damaged by the plowing of snow.
- **5.0 Basis of Payment.** There will be no direct pay for compliance with this provision.
- I. <u>Modified Bonded Asphaltic Concrete Pavement NJSP-15-11C</u>
- **1.0 Description.** This work shall consist of the placement of a Polymer Modified Emulsion Membrane (PEM) or Cationic Modified Emulsion Membrane (CPEM) prior to a bituminous overlay of hot asphaltic concrete pavement. At the contractor's option, the contractor may replace the PEM/CPEM with a Performance Graded (PG) Asphalt Binder prior to a bituminous overlay of hot asphaltic concrete pavement. The PEM/CPEM or PG Asphalt Binder shall be spray applied 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.
- **2.0 Materials.** All materials shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Polymer Modified Emulsion Membrane (PEM or CPEM)	1015.20.6.2
Performance Graded (PG) Asphalt Binder	1015.10

The PG Asphalt Binder shall be modified to meet the following performance parameters. The test results shall be submitted to the engineer for approval at least 30 days prior to use. The PG binder component shall account for at least 95% of the total product composition by volume.

Parameters*	Test Method	Min	Max
No-Pick-Up Time for Tack Coats; minutes	MoDOT TM 87	-	5
Average Bond Strength; psi	MoDOT TM 88 or alternate method	75	-
Elastic Recovery, percent	AASHTO T 301	60	-

<sup>\*</sup>The PG Asphalt Binder product shall exhibit a laboratory "no-pick-up" time of 5 minutes or less per MoDOT TM-87. The PG Asphalt Binder product shall exhibit laboratory bond pull-off strengths (average of three test specimens) of a minimum of 75 psi in accordance with MoDOT TM-88 method or other approved research test methods at the target application rate prescribed within this specification. The elastic recovery may be waived if the product has proven performance in cold weather climates with freeze/thaw conditions.

**3.0 Construction Requirements.** The PEM/CPEM or PG Asphalt Binder shall be applied in accordance with Sec 407 except as modified herein.

**3.1** Coldmilled Surfaces. All coldmilled surfaces shall be thoroughly cleaned with air blowing, air vacuuming, or other approved methods resulting in a cleaned surface free of all dust, loose material, grease, or other foreign material at the time the tack is applied to the satisfaction of the engineer. Historically, conventional sweeping equipment has not produced satisfactory results and will not be acceptable as the sole operation.

## 3.2 Requirements of Polymer Modified Emulsion Membrane (PEM or CPEM).

- **3.2.1 Equipment.** No wheel, track or other part of the paving machine or any hauling equipment shall come in contact with the PEM/CPEM before the asphaltic concrete pavement mixture is applied.
- **3.2.2 Application.** The target application rate of the PEM/CPEM shall be 0.20 gallons per square yard. The application rate shall be within +/- 0.02 gallons per square yard of the target application rate during construction. The average application rate used within the entire areas of the job limits shall be within +/- 1% of the target application rate. The PEM/CPEM shall be sprayed at a temperature of 120 180°F. The sprayer shall accurately and continuously monitor the application rate and provide a uniform coverage across the entire width to be overlaid.
- **3.2.2.1** The application rate of the PEM/CPEM shall be verified by dividing the volume (of PEM/CPEM used) by the area of paving for that day.
- **3.2.2.2** No water shall be added to the PEM/CPEM.

## 3.3 Requirements of Performance Graded (PG) Asphalt Binder

- **3.3.1 Equipment.** The PG Asphalt Binder product shall be applied with an asphalt distributor that has been properly cleaned and set-up specifically for use of hot applied PG Asphalt Binder products. The distributor shall have the full circulating and heating capabilities in the tank and a heated spray bar.
- **3.3.2 Application.** The target application rate of the PG Asphalt Binder shall be 0.15 gallons per square yard. The application rate shall be within +/- 0.02 gallons per square yard of the target application rate during construction. The average application rate used within the entire area of the job limits shall be within +/- 1% of the target application rate.
- **3.3.3 Non-Tracking.** The PG Asphalt Binder shall be modified to be non-tracking that does not stick to the tires, tracks or other parts of paving equipment or vehicles such that the surface to be overlaid becomes visible or void of tack prior to the placement of the asphaltic concrete pavement mixture. A test strip using the PG Asphalt Binder product of 200 feet long (maximum) shall be applied to the roadway. After application, the PG Asphalt Binder shall be non-tracking within 10 minutes or less. If the test strip exhibits unacceptable tracking, then work shall cease until the PG Asphalt Binder product is either reformulated, switched to a different PG Asphalt product, or a spray paver application method is utilized. The test strip shall be conducted until satisfactory results are achieved.
- **3.3.4 Safety.** Proper storage, handling, and application guidelines shall be followed carefully in accordance with the product manufacturer. A copy of this information shall be provided to the engineer. The information shall include the application temperature range, maximum allowable temperature for the product, and the particle charge.

**3.3.4.1** Safety procedures of all products shall be addressed in the contractor's safety plan and a pre-construction meeting shall be held with the employees involved with the construction of the asphalt overlay to address all safety procedures, protocols, and personal protective equipment (PPE) of hot applied PG Asphalt Binder prior to application.

- **4.0 Method of Measurement.** Measurement of the Polymer Modified Emulsion Membrane or PG Asphalt Binder shall be based on the volume in gallons in accordance with Sec 1015. Where required, measurement for coldmilling existing asphalt materials and cleaning the underlying pavement will be computed to the nearest square yard.
- **5.0** Basis of Payment. The accepted quantity of Polymer Modified Emulsion Membrane (PEM/CPEM) or PG Asphalt Binder shall be paid for at the contract unit price for 407-99.12, Misc. Modified Bonded Asphaltic Concrete Pavement, per gallon.

Where required, the accepted quantity for coldmilling and cleaning underlying pavement will be paid for at the contract unit price per square yard for Misc. Coldmilling Bituminous Pavement with Additional Cleaning, Item number 622-99.05.

J. <u>Lump Sum Temporary Traffic Control</u> 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 preexisting 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. <u>Contractor Quality Control</u> 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 (<a href="www.modot.org/quality">www.modot.org/quality</a>).
- **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.

#### L. Site Restoration

**1.0 Description.** Restore to its original condition any disturbed area at sites including, but not limited to, guardrail, pull box, conduit, and pole base installations. Restoration shall be accomplished by placing material equivalent to that of the adjacent undisturbed area. Disturbed

unpaved areas shall be fertilized and either seeded and mulched or sodded as directed by the engineer. The engineer will have the final authority in determining the acceptability of the restoration work.

- **2.0** If the contractor elects and receives approval from the engineer for alternate trench and/or pull box locations, any areas of concrete slope protection, sidewalk, pavement, shoulders, islands and medians as well as any similar improvements consisting of asphaltic concrete materials removed in conjunction with their construction shall be replaced with improvements of similar composition and thickness. Removals shall be achieved by means of full depth saw cuts, the resulting subgrade compacted to minimum density requirements and topped with 4 inches of compacted aggregate base course prior to replacement of surface materials. Concrete materials used in replacement, shall be approved by the engineer. A commercial asphalt mix may be used for replacement of asphaltic surfacing upon approval of the engineer.
- **2.1** Unless quantities and pay items for removal and subsequent replacement of improvements are contained in the plans for a specific location of removal work, no direct payment will be made for full depth saw cutting and the removal and subsequent replacement of asphalt or concrete slope protection, sidewalk, pavement, shoulders, islands, medians, sod and the required dowel and tie bars removed and replaced by the contractor as a result of his election to vary the location of conduit runs and pull boxes. This work will be considered as included in the various unit bid prices for conduit and pull boxes established in the contract, and no additional payment will be made.
- **2.2** Sidewalks and sidewalk ramps that are disturbed as described in this provision shall be replaced to meet current ADA standards.
- **2.3** Areas that are used by the contractor for jobsite trailers, equipment and materials storage, or used for project staging areas that are disturbed shall be cleaned up and restored to a condition that is both acceptable to the engineer and, at a minimum, equivalent to the existing site condition.
- **2.4** All guardrail post holes remaining from the removal of existing guardrail posts in existing concrete or asphalt pavement, or ditch shall be backfilled with a granular material and sealed with a ½ inch hot-poured elastic type material in accordance with Section 1057 or as approved by the Engineer. Any concrete or asphalt pavement or ditch damaged in the process of fulfilling this provision shall be replaced in kind and considered incidental to the installation of the new guardrail at the disturbed location.
- **3.0 Basis of Payment.** The cost of restoration of disturbed areas will be incidental to the unit price of guardrail, pole base, conduit, and/or pull box. No direct payment will be made for any materials or labor, which is performed under this provision.

## M. Shaping Slopes Class III (Modified Material Requirements) NJSP-20-03B

## Delete Sec 215.1.3 and 215.1.3.1 and substitute the following:

**215.1.3** Shaping Slopes, Class III, shall consist of providing rock fill material and shaping slopes to construct additional shoulder width for the installation of guardrail and Type A crashworthy end terminals in accordance with Missouri Standard Plans for Highway Construction. The rock fill material used shall meet the requirements specified in Sec 215.1.3.1. The shoulder surface shall be finished smooth such that it is traversable and without significant voids or depressions.

**215.1.3.1 Material Requirements.** Rock fill material used for Shaping Slopes, Class III, shall consist of a durable crushed stone, shot rock or broken concrete, with a predominant size of 3 inches and a maximum size of 6 inches. Acceptance by the engineer will be made by visual inspection.

**215.4** Basis of Payment. The accepted quantity will be paid at the contract unit bid price for 215-99.10 Misc. Shaping Slopes Class III – Modified Material Requirement, per 100F.

## N. Optional Temporary Pavement Marking Paint NJSP-18-07F

- **1.0 Description.** This provision provides the contractor with the option to either complete all Permanent Pavement Marking Paint (PPMP) prior to the time limits specified herein or to apply Temporary Pavement Marking Paint (TPMP) in accordance with Sec 620.10.2 (4 in. width) in all locations shown on the plans as PPMP and delay application of the PPMP until the spring of 2026, as allowed herein. PPMP is defined as Standard Waterborne Paint and High Build Waterborne Paint and does not include Sec 620.20.3 Durable Pavement Markings.
- **1.1** No application of PPMP shall occur between October 1, 2025 and March 1, 2026, both dates inclusive, except as stated herein. When the contractor has begun application of PPMP prior to October 1, 2025, and weather limitations stated in Sec 620.20.2.4 can be met, the contractor may complete the PPMP within the first seven (7) calendar days of October. If all (100%) of the PPMP is not completed on or before October 7, 2025, all previously applied PPMP, including any painted markings applied prior to October 1, shall be considered TPMP, and the contractor shall complete the remaining marking with TPMP, and then re-apply PPMP in all planned locations after March 1, 2026. All PPMP shall be completed prior to June 1, 2026. No additional payment will be made for PPMP that is later determined to be TPMP due to the contractor's failure to complete the PPMP within the time specified.
- **1.2** Use of TPMP Prior to October 1. The contractor has the option to apply TPMP in lieu of PPMP prior to October 1, 2025, even when there is sufficient time to complete the PPMP prior to October 1, 2025. For example, the contractor may choose to use TPMP as a base coat for the PPMP on open-graded surfaces in order to achieve higher retroreflectivity readings on the surface coat as compared to a single application.
- **1.2.1** The contractor has the option of using TPMP in lieu of Temporary Raised Pavement Markers if applied each day that existing markings are obliterated.
- **2.0 Construction Requirements.** TPMP shall be accurately placed in the final planned location and shall be completely covered by the final application of PPMP. Any failure to comply with this requirement shall be corrected by removal of the misplaced pavement markings at the contractor's expense and without marring of the pavement surface.
- **2.1** Prior to application of the PPMP on TPMP, TPMP shall be fully cured in accordance with the manufacturer's recommendation, or for a period of 12 hours, whichever is greater.
- **3.0 Weather Limitations.** All weather limitations specified in Sec 620 for PPMP and TPMP shall apply. Cold Weather Pavement Marking Paint, in accordance with Sec 620.10.6, shall be used for TPMP when specified weather limitations do not allow the use of waterborne paint. No additional payment will be made for the use of Cold Weather Pavement Marking Paint as TPMP.

Cold Weather Pavement Marking Paint is not an allowable substitute for PPMP and shall subsequently be covered with PPMP.

- **4.0 Time Exception.** If application of PPMP is to be delayed to the spring of 2026, the contractor shall submit a request to the engineer for a time exception and shall provide a revised work schedule that shows the planned completion of the PPMP.
- **4.1** Upon receipt of the time exception request in Section 4.0, the engineer will list "Application of Permanent Pavement Marking Paint" as an exception on the Semi-Final Inspection form, thus granting an exception to the count of contract time thru June 1, 2026, solely for the purpose of delaying application of PPMP. This time exception shall not apply to any time needed to complete any other work items. Liquidated Damages, as specified elsewhere in this contract, shall remain in effect for all other work items not completed by the contract time limits, as specified elsewhere in this contract, and for PPMP not completed by June 1, 2026.
- **5.0 Method of Measurement.** No final measurement will be made for TPMP.
- **6.0 Basis of Payment.** Full payment for TPMP will be made at the contract lump sum price even when PPMP is completed prior to the time limitation and TPMP is not used or only partially used.
- **6.2** If a \$0 bid is entered for TPMP, no payment will be made should TPMP become necessary.

Item Number	Description	Unit
620-99.01	Temporary Pavement Marking Paint	LS

## O. Pavement Marking Removal within Concrete Surfaces

**1.0 Description.** The first sentence of Sec 620.50.3.2 shall be removed and replaced with the following:

Where required, measurement for the removal of pavement markings will be made to the nearest linear foot per 4-inches of width. No additional pay factor, based upon 4-inches of width, shall be included for removals unless the striping width is greater than 6-inches. 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.

- **2.0** Pavement Marking Removal shall be in accordance with Section 620.50 and specifically as follows with the exception in Section 1.0 above.
- **3.0 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.

**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. 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 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 Number	Unit	Description
620-99.01	Lump Sum	Pavement Marking Removal within Concrete Surfaces

## P. <u>Island Tubular Markers</u>

- **1.0 Description.** Tubular markers shall be mounted on raised islands at the locations indicated in the plans.
- **2.0 Requirements.** Island tubular markers shall have a height of 18-inches as noted in the plans, 2 reflective bands with super high intensity prismatic sheeting in accordance with Sec 1042 and be constructed from thermoplastic polyurethane. Color of the island tubular marker and reflective bands shall match the pavement marking in which it is placed. Posts shall be in the shape of a "T" with a width of 3 inches and a depth of 2 inches. Posts shall be capable of recovering from repeated vehicle impacts. Posts shall insert and be secured into the plastic base with horizontal locking pins. When the post is no longer serviceable, it shall be able to be removed and a new post can be manually inserted and locked into the existing base.
- **3.0 Construction Requirements.** Shall be surface mounted on the radius points of the island noses. The roadway shall be cleaned of dirt and gravel before installation. Island tubular markers shall be mounted using proper sized anchor bolts according to manufacturer's specifications.
- **4.0 Method of Measurement.** Measurement for installation of tubular marker with base will made per each.
- **5.0 Basis of Payment.** All labor, equipment, and materials necessary to install tubular markers will be paid for under:

Item Number	Unit	Description
903-99.02	Each	18 In. Island Tubular Markers

## Q. Curb Reflectors

- **1.0 Description.** This work shall consist of furnishing and installing a curb reflector that provides a continuous ribbon of reflectivity at the nose of each island specified in the plans. All work shall comply with Section 620 of the Standard Specifications.
- **2.0 Construction Requirements.** The surface of the curb to which the reflector shall be applied shall be free of dirt, curing compound, moisture, paint, or any other material which would adversely affect the bond of the adhesive. Cleaning of the surface shall be to the satisfaction of the

Engineer. An adhesive meeting the reflector's manufacturer specification shall be placed on the surface of the bottom of the reflector in sufficient quantity to ensure complete coverage of the contract area with no voids present and with a slight excess after the reflector is pressed firmly in place. The installed height of the prismatic curb reflectors shall be a maximum of  $\frac{3}{4}$  inch above the mounting surface or as directed by the manufacturer's specifications. The unit shall provide a continuous reflective surface for the island nose and this surface shall provide reflectivity perpendicular to the mounting surface.

**3.0 Basis of Payment.** Payment for all labor, equipment, and materials necessary to install the curb reflectors shall be made and considered completely covered by the contract unit price for under line item 620-99.02, Curb Reflectors, per each.

## R. Culvert Cleanout

- **1.0 Description.** The contractor shall clean out culvert pipes and inlets specified in the plans in accordance with the Missouri Standard Specifications for Highway Construction Section 206.
- **2.0 Construction Requirements.** The limits of the cleanout shall include the specified inlet or culvert and any accumulated debris in the downstream pipe to the next structure. If the upstream pipe is not specified as a cleanout, any debris visible in the upstream pipe shall be included in the cleanout quantity.
- **3.0 Basis of Payment.** Payment for Culvert Cleanout shall be considered full compensation for all contractor-provided equipment items, labor, and material to complete the described work. Payment will be made by the line item 206-35.00, Culvert Cleanout, per each.

## S. 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.

## T. Removal and Delivery of Adopt-A Highway Signs

**1.0 Description**. Commission-owned Adopt-A-Highway signs as shown in the plan shall be removed from the project and 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 Adopt-A Highway signs shown in the plans shall be removed from the sign supports and structures, disassembled, stored, transported, and delivered by the contractor to the Maintenance Building.
- **2.2** The contractor shall contact the Commission's representative 72 hours prior to each delivery by calling the phone number listed below to receive the appropriate Maintenance Building to drop off the sign.

Teresa Gentry Phone: 314-343-7382

- **2.3** The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Delivery shall be within 4 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.
- **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.

## U. Coordination with ITS Staff and Utility Locates

**1.0 Description.** Any work that will impact the existing communications network must be coordinated with the Commission's St. Louis District ITS staff. This includes but not limited to removal and replacement of any existing communications equipment, adding new devices and changes to power sources or disconnects. Minor modifications to the existing communications network can have significant impacts on the system and operation of other ITS and traffic signal systems.

- **1.1** MoDOT is a member of MO-One-Call System. Prior to any excavation or work within MoDOT Right-Of-way, the contractor must contact MO-One Call at 1-800-DIG-RITE and request for Utility Locates within noted project limits. If the scope of work contains modification, addition and/or expansion of existing underground MoDOT ITS, lighting, or signal facilities, the contractor must notify the MoDOT Utilities Locate staff prior to any work, in order for MoDOT to update MoDOT utility location records with Missouri One Call.
- **2.0 Contact.** The contractor shall notify the ITS group via an email to <a href="SLITS@modot.mo.gov">SLITS@modot.mo.gov</a> at least 2 days before any work that may impact the existing network communications. The contractor shall include the Job#, location and brief scope of work in the email's subject line. The engineer shall be notified prior to making contact with ITS staff. For MoDOT Utility location updates, the contractor must contact MoDOT TMC at 314-275-1500 and ask for Utility Locate Section at least seven calendar days before performing any work.
- **3.0** The ITS and network devices located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the downtime be kept to a minimum when adding, removing, or modifying any existing ITS and network devices. This may require the contractor to perform work that will affect existing network devices during nighttime and/or weekend hours, at the discretion of the Engineer. Allowable timeframes for this work will be subject to the need for ITS devices in the area to be used to manage other traffic impacting workzones.
- **4.0 Basis of Payment.** No direct payment shall be made for compliance with this provision.
- V. Existing In-pavement Wireless Detection Systems Removal and Disposal
- **1.0 Description.** The contractor shall remove the below noted Sensys In-Pavement Wireless Sensors and dispose of them properly.
  - (a) Route 141 at I-64 WB Ramps
  - (b) Route 141 at I-64 EB Ramps
  - (c) Route 141 south of I-64
- **2.0 Construction Requirements.** The contractor shall remove the Sensys In-Pavement Travel Time sensors from the pavement, dispose the sensors, and fill the hole properly as directed by the Engineer.
- **2.1** The contractor shall notify MoDOT ITS group via an email to <a href="SLITS@modot.mo.gov">SLITS@modot.mo.gov</a> in advance of the Sensys removal and after removal is completed.
- **3.0 Basis of Payment.** Payment for any costs associated with removing the existing in-pavement Sensys In-Pavement Sensors and disposing them properly shall be paid by Lump Sum and includes any incidentals not included in the removal list. All labor and work incidental thereto shall be considered completely covered by the contract unit price for the following pay item:

Item Number	Туре	Description
202-20.10	Lump Sum	Removal of Improvements

## W. MoDOT ITS Assets Relocation

**1.0 Description.** The work consist of relocating existing MoDOT Intelligent Transportation System (ITS) facilities (conduit, cable, and/or pull boxes) that may be in conflict with this project construction sections as noted in the plans.

- **2.0 Materials.** The materials used for relocating MoDOT ITS facilities shall be per MoDOT Approved Product List (APL) and meet all MoDOT Specifications. If the material is not in the APL, the contractor shall submit material specification documents to the Engineer and the MoDOT ITS group (via an email in advance to SLITS@modot.mo.gov) for review and approval.
- **3.0 Construction Requirements.** 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; therefore, the extent of conflicts with utilities are unknown.
- **3.1** The contractor shall exercise reasonable care relocating MoDOT ITS Assets. Damage to any MoDOT facilities within the area of work caused by the contractor will be deemed by the Engineer as either "non-emergency" or "emergency" upon notification of the damages. Repair to damages will be performed as follows:
  - a) Non-Emergency: Contractor will have 4 hours to propose a repair plan to the Engineer for a complete repair within 3 business days.
  - b) Emergency: Upon notification of the damage, Contractor must immediately submit a repair plan to the Engineer which will take no more than 4 hours to respond on-site and complete repairs within 48 hours of notification of damage.
  - c) In either case, if the proposed plan is unacceptable for any reason to MoDOT, repairs will be made by MoDOT with all costs billed to the Contractor.
- **3.2** The ITS In-Ground Facilities located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the downtime be kept to a minimum when replacing, removing, or modifying any existing ITS In-Ground Facilities.
- **3.3** Prior to any in-ground work, the Contractor shall request for utility locates by contacting Missouri One Call (1-800 DIG-RITE or mo1call.com) for any in-ground installation locations as per plans. If there are any conflicts with MoDOT ITS Assets, the Contractor is responsible for relocation to the satisfaction of the Engineer prior to any in-ground work.
- **3.4** In the case of a conduit conflict, the Contractor shall trench an area beyond the in-ground work limits, install one or two conduits (must be the same quality as the existing conduit) using Split Duct Method, relocate the existing cables into the new conduit, and seal the conduit joints per manufacturer specifications.
- **3.5** The Contractor shall coordinate this work with the MoDOT ITS group and have the Engineer's approval prior to performing this task.
- **3.6** The contractor shall perform a fiber testing (see below requirements) before and after relocating MoDOT fiber cables at the nearest Node Cabinet at each site as shown on the plans and submit that report to the SLITS Group for review and approval.
- **3.6.01 Test Procedure.** For each fiber link, follow this procedure:

(a) If the link includes fiber installed by others, use an optical loss test set to measure and record the optical loss over that portion of the link before it is spliced to new fiber.

(b) Calculate the maximum allowable loss for the completed link, both at 1310 nm and at 1550 nm. Use the following formula:

Maximum link loss = Measured loss over portion installed by others

- + (Fiber length in km) x (0.35 for 1310 nm and 0.25 for 1550 nm)
- + (Number of fusion splices) x (0.05)
- + (Number of mechanical splices [for temp. connection]) x (0.3)
- + (Number of connections) x (0.5)

Provide this calculation to the engineer along with the test results.

- (c) Calibrate an optical loss test set and provide evidence satisfactory to the engineer that the set produces accurate results at both wavelengths. This can be a demonstration that the set correctly measures the loss of a test fiber whose loss is known.
- (d) Use the test set to measure the loss of the link under test. Record the result at both 1310 nm and 1550 nm. Arrange for the engineer or his representative to witness these tests.
- (e) If the measured loss exceeds the calculated maximum, use an optical time domain reflectometer and other test equipment to troubleshoot the link. Take whatever corrective action is required, including cable replacement, to achieve a loss less than the calculated maximum.
- **3.6.02 Test Result Documentation.** Prepare a diagram showing all the links tested in this project. For the portions installed in this project, show the equipment cabinets, splices, and pigtails. On each line representing a link, show the maximum allowable loss and the actual loss. The actual loss shall be the one measured after all corrective actions have been taken. Submit 5 copies of this diagram to the engineer, along with the calculations for the maximum allowable loss. Submit the diagrams and calculations in an electronic format acceptable to the engineer.
- **3.6.03 Documentation.** Provide the engineer mark-ups of the plans, neat and legible, illustrating as-built versions of the splice and connection diagrams that are contained in the plans.
- **3.6.04 Certifications.** The fiber optic cable shall be factory certified to meet the requirements in this specification. In addition, the manufacturer shall certify that the fiber optic cable has a life expectancy of 20 years.
- **3.7** The Contractor shall trench an area beyond the in-ground work limits, install one or two conduits (must be the same quality as the existing conduit) using Split Duct Method, relocate the existing cables into the new conduit, and seal the conduit joints per manufacturer specifications.
- **3.8** Upon completion of this work, the Contractor shall contact the MoDOT ITS group (via email at <a href="slits@modot.mo.gov">slits@modot.mo.gov</a> to verify that all existing MoDOT ITS devices are online and request inspection of this work. Acceptance of this work shall be the sole judgment of the Engineer and the MoDOT ITS group's engineer.
- **3.9** The contractor shall restore those areas disturbed by this work or installation according to specifications herein.
- **4.0 Basis of Payment.** Payment for "MoDOT ITS Assets Relocation" shall be paid as Linear Feet and shall include the trenching, conduit installation, conduit coupling, pull boxes, sealing

materials, cable relocation, needed fiber testing, restoration of all disturbed area, all labor and work incidental thereto, and shall be considered to be completely covered by the contract unit price for the following pay item:

Item No.	Unit	Description
910-99.03	Linear Feet	MoDOT ITS Assets Relocation

## X. MoDOT ITS Equipment Within Project Limits

- **1.0 Description.** MoDOT owned fiber optic cable and conduit, critical MoDOT power supplies and power cables, and pull boxes for fiber and power cabling and other above and underground ITS (Intelligent Transportation System) facilities are present within the limits of this project. Damage or interruption of these items can cause extensive outages to the MoDOT network.
- **2.0 Construction Requirements.** The contractor shall exercise reasonable care while completing work near these facilities and shall take steps necessary to protect these facilities from damage for all items that are not specifically identified as being removed and/or relocated in the plans. Should any of the existing wiring or conduit be damaged by the contractor, it shall be replaced at the contractor's expense and the system in full operation within **4** hours of when the damage occurred. If it is mutually agreed upon between the Commission and the Contractor that the repairs will require more than **4** hours to complete, a mutually agreed upon time for repairs to be complete will be determined.
- **2.1** The contactor shall not modify any existing network or electrical connections within equipment cabinets, unless coordinated with MoDOT ITS staff. Existing connections include, but are not limited to, fiber jumpers, CAT5(e) cables, power supplies, and power strips. The connection to specific fiber and copper ports on network equipment shall also not be modified, unless coordinated with MoDOT ITS staff, as the network equipment has been configured specifically for each equipment cabinet. Significant network outages and unnecessary troubleshooting to investigate outages can occur, even with minor changes to existing connections within the cabinet.
- **3.0 Liquidated Damages.** In the event of damage, if the system is not repaired and in full operation within **4** hours of the damage occurring, or within the timeframe agreed upon, the contractor will be charged with a liquidated damage specified in the amount of \$100.00\_per <a href="hour">hour</a> for each full <a href="hour">hour</a> that the system is not fully operational. This damage will be assessed independently of the liquidated damages specified elsewhere in the contract.
- **3.1** The MoDOT Engineer will also have the option of issuing a work order for MoDOT's on-call ITS Maintenance contractor to make repairs, if it is the Engineer's opinion that the contractor creating the damage will not be able to make repairs in a timely manner. Contractor's reimbursement for MoDOT expense for this option shall be in addition to the liquidated damages.
- **4.0 Basis of Payment.** No direct payment shall be made for compliance with this provision.
- Y. Supplemental Revisions JSP-18-01EE
- Compliance with <u>2 CFR 200.216 Prohibition on Certain Telecommunications and Video</u> 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 webbased 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.

## Z. <u>DBE Prompt Payment Reporting</u> JSP-24-05A

## 1.0 Description.

**1.1** This provision will only apply to contracts that have a Disadvantaged Business Enterprise (DBE) goal greater than 0% and have at least one DBE subcontractor.

**1.2** MoDOT monitors the payments made by prime contractors and subcontractors to DBEs for compliance with DBE payment monitoring rules as outlined in 49 CFR 26.37. To facilitate this monitoring, MoDOT requires prime contractors to report their remitted payments to DBEs and subcontractors to report their remitted payments to lower-tier DBEs.

- **1.3** Tracking of DBE payments are made through the Signet™ application (Signet). Signet is a third-party service, supported by the vendor, for usage by the prime contractor and all subcontractors. Signet is only a reporting tool; it does not process financial transactions. MoDOT does not provide direct technical support for Signet. Information about Signet may be found at <a href="https://infotechinc.zendesk.com/hc/en-us/articles/360058810073-Signet-Get-started-with-the-Signet-service">https://infotechinc.zendesk.com/hc/en-us/articles/360058810073-Signet-Get-started-with-the-Signet-service</a>.
- **1.4** Upon completion of the first pay estimate on the contract, Signet will automatically send an email to the prime contractor prompting registration. The prime will be required to pay a one-time, fixed fee of \$1,000 for this contract directly to the Signet vendor. Use of Signet to track DBE payments will be available for the life of the contract, regardless of the contract value, contract duration, number of subcontractors, or payments reported. No additional fee will be charged to subcontractors that are required to report payments or DBEs that are required to verify payments through Signet. The contractor may also, at no additional cost, report payments through Signet to subcontractors that are not DBEs.
- **1.5** After each estimate, when contractor reporting of payments is complete, the subcontractor will receive an email notifying them of the payment and requesting verification of the reported payment. A subcontractor that has not completed registration with Signet will be prompted to do so at this time.
- **1.6** Users will be set up automatically based on information in MoDOT's vendor list. Additional users under each contractor may be added once registration has been completed within Signet. The current vendor list can be found at <a href="https://www.modot.org/bid-opening-info">https://www.modot.org/bid-opening-info</a>.
- **1.7** For purposes of this requirement, payer is defined as the prime contractor or subcontractor that reports a payment in Signet to a vendor that is either a subcontractor, trucker, manufacturer, regular dealer, or broker. Payee is defined as the vendor that receives notification of payment through Signet from the prime contractor or a higher-tier subcontractor. Payment is defined as issuing an Electronic Funds Transfer (EFT) or mailing a check to a payee.
- **2.0 Requirements.** Payers must report remitted payment to DBEs within Signet, for work performed by the DBE subcontractor, DBE trucking, materials supplied from a DBE manufacturer, dealer, or broker, as well as a return of retainage (and/or other amounts withheld), within 15 calendar days.
- **2.1** Prime contractors must report remitted payments to DBEs within 15 calendar days of each payment it receives from MoDOT. Prime contractors must also report payments to non-DBE subcontractors if that subcontractor is making payment to a lower tier DBE subcontractor, trucker, manufacturer, regular dealer, or broker.
- **2.2** The payer must report the following information within Signet:
  - a. The name of the payee.
  - b. The dollar amount of the payment to the payee.

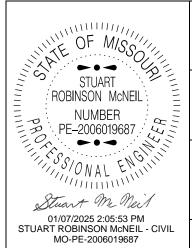
- c. The date the payment was made.
- d. Any retainage or other amount withheld (if any) and the reason for the withholding (if other than retainage).
- e. The DBE function performed for this payment (e.g., contracting, trucking, or supplying as a manufacturer, dealer, or broker).
- f. Other information required by Signet.

The payer must report its return of retainage (and/or other amounts withheld) in separate, standalone payment entries (i.e., without being comingled with a payment for work performed or materials supplied).

- **2.3** In the event that no work has been completed by a DBE during the estimate period, such that no payment is due to a DBE subcontractor, trucker, manufacturer, regular dealer, or broker, then the prime contractor will mark payment complete within Signet, and no other payments are required to be reported.
- **2.4** Each subcontractor making a payment to a lower-tier DBE must report remitted payments within Signet, as detailed in Section 2.2, within 15 days of receipt of each payment from the prime contractor.
- **2.5** DBE payees must verify in Signet each payment reported by a payer within 15 calendar days of the payment being reported by the payer. This verification includes whether the payment was received, and if so, whether it was as expected.
- **3.0 Basis of Payment.** A fixed cost of \$1,000 will be paid on this contract for the required software to report payments to DBEs through Signet. Regardless of the number of projects in a contract, a single payment will be made under item 108-10.00, SIGNET DBE REPORTING, per lump sum. The engineer reserves the right to underrun this item for any reason. Any additional costs for registration, software, usage, time, labor, or other costs will be considered incidental and no direct payment will be made.

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# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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: JSL0121 ST. LOUIS COUNTY, MO DATE PREPARED: 12/2/2024

ADDENDUM DATE: R001 January 7, 2025

Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal:  $\mbox{\rm All}$ 

# JOB SPECIAL PROVISION

# A. <u>General - Federal</u> 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 <a href="https://www.modot.org">www.modot.org</a> 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 <a href="www.modot.org">www.modot.org</a> under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans For Highway Construction

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

### B. Contract Liquidated Damages JSP- 13-01D

- **1.0 Description.** Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.
- **2.0 Period of Performance.** Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work on all projects shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: March 10, 2025 Contract Completion Date: December 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
JSL0121	N/A	\$7600

- **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 \$1500 per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.
- **4.0 Liquidated Damages for Road User Costs.** Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.
- C. Work Zone Traffic Management JSP-02-06N
- **1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.
- 1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.
- **1.2 Work Zone Deficiencies.** Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless of whether road user costs are being charged for closures.

### 2.0 Traffic Management Schedule.

**2.1** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management

schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

- **2.2** The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.
- **2.3** The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.
- **2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.
- **2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **10 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

### 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

- **3.2** The contractor shall not perform any construction operation on the roadway 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 may reduce the number of open traffic lanes for work during the times shown below. It shall be the responsibility of the engineer to determine if the below work hours may be modified. Working hours for weekends, and holidays will be determined by the engineer.

### Monday – Friday: Route 141

Single Lane Closures are allowed from 9:00 a.m. to 2:30 p.m., and from 7:00 pm to 5:00 a.m. (A minimum of 2 through lanes must remain open)

**Double Lane Closures** are allowed from **9:00 p.m. to 5:00 a.m.** (A minimum of 1 through lane must remain open)

### **Route 141 – Saturday and Sunday:**

**Single Lane Closures** are allowed during **all hours**. (A minimum of 2 through lanes must remain open)

**Double Lane Closures** are allowed from **7:00 p.m. to 6:00 a.m.** (A minimum of 1 through lane must remain open)

Ramp closures are allowed during nighttime hours only from 9:00 p.m. to 5:00 a.m.

- **3.4** Any work requiring a reduction in the number of through lanes to less than two lanes of traffic shall be completed during nighttime hours. **Nighttime hours shall be 9:00 p.m. to 5:00 a.m.** for this project.
- **3.4.1** The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$1000 per 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 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$1000 per 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.

Missouri Highway Patrol: 636-300-2800			
City of Chesterfield	City of Town and Country		
Fire: (314) 514-0900	Fire: (636) 256-2033		
Police: (636) 537-3000	Police: (314) 432-4696		

- **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.

Stuart McNeil, Project Contact St. Louis District 1590 Woodlake Drive Chesterfield, MO 63017

Telephone Number: (314) 453-5042 Email: <u>Stuart.McNeil@modot.mo.gov</u>

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

# F. <u>Utilities</u>

**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>	Known Required Adjustment	<u>Type</u>
Ameren Electric Russ Robertson Phone: (314) 992-9712 Email: <a href="mailto:rrobertson2@ameren.com">rrobertson2@ameren.com</a>	None	Power
AT&T -Distribution Tosha Hurst Phone: (636) 795-3754 Email: th9527@att.com	None	Communications
Charter George Bugg Phone: (314) 780-2921 Email: george.bugg@charter.com	None	Communications
Edward Jones Roger Halmick Phone: (573) 468-1082 Email: roger.halmick@fidelitycommunications.com	None	Communications

MCI Domenic Nicastro Phone: (636) 459-1600 Email: domenic.nicastro@verizon.com	None	Communications
Missouri American water Company Ray Brooman Phone: (314) 996-2214 Email: Ray.Brooman@amwater.com	None	Water
Spire Ryan Rzadca Phone: (314) 575-5087 Email: Ryan.Rzadca@spireenergy.com	None	Gas
St Louis Metropolitan sewer (MSD) Andy Day Phone: (314) 768-2799 Email: aday@stmsd.com	None	Sewer

- 1.1 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. The above utilities were identified through the Missouri One-Call system as having facilities within the project area. 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.
- **2.0 Guardrail Locations:** The contractor shall be aware there are numerous utilities present along the route in this contract. The full 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. 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. 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 and may require direct contact with the listed utilities.
- **3.0** If utility facilities are discovered or appear to be in conflict, the contractor shall contact the MoDOT Area Utility Coordinator, Steve Belcher at (314) 624-7382. District Utility Staff will determine whether adjustment of the utility is necessary, if alternate construction methods will be required, 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 unless specified elsewhere in the contract document.

### G. Guardrail Posts in Concrete JSP-22-02B

**1.0 Description.** This work shall consist of the careful removal of any posts, including but not limited to: bridge anchor section and transition section posts, that are embedded in existing concrete (drain basin or other concrete surface), the coring of new holes to install posts that fall within the limits of the concrete surface, the repair of the holes left from removal of existing posts, and the backfilling of material in the new locations in accordance with the plans and these provisions.

- **2.0 Construction Requirements.** The contractor shall carefully saw cut around the existing guardrail posts embedded in concrete or otherwise remove the posts with minimal damage to the surrounding concrete.
- **2.1** Posts for the new bridge anchor section and asymmetrical transition section shall be installed in the concrete drain basin per Standard Plan 606.50. The relief slot behind the post shall be filled with coarse Type 1 Aggregate to within two (2) inches of the surface. The top two (2) inches shall be filled with compacted hot mix asphalt or a dense cold asphalt repair mix. The purpose of the capped material is to prevent water intrusion.
- **2.2** All voids in the concrete left from the removal of the existing posts shall be filled with concrete or compacted hot mix asphalt to a depth that matches the existing thickness of the concrete surface. Concrete bag mix (5,000 psi or greater) or a commercial mix will be allowable for this purpose.
- **3.0 Method of Measurement.** Measurement of Guardrail Posts in Concrete will be per each new post installation that falls within the limits of the concrete surface.
- **4.0 Basis of Payment.** All labor, equipment, and materials necessary for compliance with this provision will be paid for at the contract unit bid price for Item 606-99.02, Misc. Guardrail Posts in Concrete, per each.

### 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. <u>Disposition of Existing Signal/Lighting and Network Equipment</u> JSP-15-05A
- **1.0 Description.** All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, and other equipment noted in the plans shall be removed by the contractor and delivered to the following location:

Commission's Maintenance Lot Barrett Station Ballwin, MO 63021 314-458-2142

- **2.0 Signal Equipment.** All equipment other than network communication devices noted in 3.0 are to be transported to the address listed above. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling the phone number listed below and ask for the field traffic supervisor.
  - Mr. Dennis Hixson, Traffic Supervisor, Preventive Maintenance/ITS Cell: (314) 565-6726

Mr. Ron Mize, Traffic Supervisor, Emergency Signal Maintenance Cell: (314) 565-6727

Brian Ducote, Lighting and Locate Supervisor Cell: (314) 681-8395

**3.0 Network Communication Devices.** Devices such as CCTV cameras and domes, video encoders, device servers, Ethernet switches, media converters, and radio assemblies are to be

transported to the address listed below. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling phone number listed below and providing details for the delivery.

MoDOT TMC 14301 S Outer Forty Rd Chesterfield, MO 63017 Eddie Watkins 314-275-1543

- **4.0** The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.
- **5.0 Basis of Payment.** Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.
- J. <u>Winter Months Requirements</u> JSP-15-07A
- **1.0 Description.** This project contains work which spans the winter months.
- **2.0 Work to be Completed.** When the contractor ceases operations for the winter months, any paving operation performed by the contractor shall not result in a lane height differential between adjacent lanes.
- **3.0 Maintenance of Pavement Marking.** Prior to ceasing operations for winter months, a permanent or temporary stripe shall be provided on any completed length to the point that the original stripe was obliterated or obscured by the contractors' operation. Temporary striped areas shall be re-striped with the remaining route upon performance of the final striping.
- **4.0 Winter Related Maintenance Activities.** The contractor shall have the project in a condition as not to interfere with the plowing of snow. The contractor shall also provide a taper at the end of his paving that will not be damaged by the plowing of snow.
- **5.0 Basis of Payment.** There will be no direct pay for compliance with this provision.
- K. 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 preexisting 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

# L. <u>Modified Bonded Asphaltic Concrete Pavement</u>

- **1.0 Description.** This work shall consist of the placement of a Polymer Modified Emulsion Membrane (PEM) or Cationic Modified Emulsion Membrane (CPEM) prior to a bituminous overlay of hot asphaltic concrete pavement. At the contractor's option, the contractor may replace the PEM/CPEM with a Performance Graded (PG) Asphalt Binder prior to a bituminous overlay of hot asphaltic concrete pavement. The PEM/CPEM or PG Asphalt Binder shall be spray applied 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.
- **2.0 Materials.** All materials shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Polymer Modified Emulsion Membrane (PEM or CPEM)	1015.20.6.2
Performance Graded (PG) Asphalt Binder	1015.10

The PG Asphalt Binder shall be modified to meet the following performance parameters. The test results shall be submitted to the engineer for approval at least 30 days prior to use. The PG binder component shall account for at least 95% of the total product composition by volume.

Parameters*	Test Method	Min	Max
No-Pick-Up Time for Tack Coats; minutes	MoDOT TM 87	-	5
Average Bond Strength; psi	MoDOT TM 88 or alternate method	75	-
Elastic Recovery, percent	AASHTO T 301	60	-

\*The PG Asphalt Binder product shall exhibit a laboratory "no-pick-up" time of 5 minutes or less per MoDOT TM-87. The PG Asphalt Binder product shall exhibit laboratory bond pull-off strengths (average of three test specimens) of a minimum of 75 psi in accordance with MoDOT TM-88 method or other approved research test methods at the target application rate prescribed within this specification. The elastic recovery may be waived if the product has proven performance in cold weather climates with freeze/thaw conditions.

- **3.0 Construction Requirements.** The PEM/CPEM or PG Asphalt Binder shall be applied in accordance with Sec 407 except as modified herein.
- **3.1** Coldmilled Surfaces. All coldmilled surfaces shall be thoroughly cleaned with air blowing, air vacuuming, or other approved methods resulting in a cleaned surface free of all dust, loose material, grease, or other foreign material at the time the tack is applied to the satisfaction of the engineer. Historically, conventional sweeping equipment has not produced satisfactory results and will not be acceptable as the sole operation.
- 3.2 Requirements of Polymer Modified Emulsion Membrane (PEM or CPEM).
- **3.2.1 Equipment.** No wheel, track or other part of the paving machine or any hauling equipment shall come in contact with the PEM/CPEM before the asphaltic concrete pavement mixture is applied.
- **3.2.2 Application.** The target application rate of the PEM/CPEM shall be 0.20 gallons per square yard. The application rate shall be within +/- 0.02 gallons per square yard of the target application rate during construction. The average application rate used within the entire areas of the job limits shall be within +/- 1% of the target application rate. The PEM/CPEM shall be sprayed at a temperature of 120 180°F. The sprayer shall accurately and continuously monitor the application rate and provide a uniform coverage across the entire width to be overlaid.
- **3.2.2.1** The application rate of the PEM/CPEM shall be verified by dividing the volume (of PEM/CPEM used) by the area of paving for that day.
- 3.2.2.2 No water shall be added to the PEM/CPEM.

#### 3.3 Requirements of Performance Graded (PG) Asphalt Binder

- **3.3.1 Equipment.** The PG Asphalt Binder product shall be applied with an asphalt distributor that has been properly cleaned and set-up specifically for use of hot applied PG Asphalt Binder products. The distributor shall have the full circulating and heating capabilities in the tank and a heated spray bar.
- **3.3.2 Application.** The target application rate of the PG Asphalt Binder shall be 0.15 gallons per square yard. The application rate shall be within +/- 0.02 gallons per square yard of the target application rate during construction. The average application rate used within the entire area of the job limits shall be within +/- 1% of the target application rate.
- **3.3.3 Non-Tracking.** The PG Asphalt Binder shall be modified to be non-tracking that does not stick to the tires, tracks or other parts of paving equipment or vehicles such that the surface to be overlaid becomes visible or void of tack prior to the placement of the asphaltic concrete pavement mixture. A test strip using the PG Asphalt Binder product of 200 feet long (maximum) shall be applied to the roadway. After application, the PG Asphalt Binder shall be non-tracking within 10 minutes or less. If the test strip exhibits unacceptable tracking, then work shall cease until the PG Asphalt Binder product is either reformulated, switched to a different PG Asphalt product, or

a spray paver application method is utilized. The test strip shall be conducted until satisfactory results are achieved.

- **3.3.4 Safety.** Proper storage, handling, and application guidelines shall be followed carefully in accordance with the product manufacturer. A copy of this information shall be provided to the engineer. The information shall include the application temperature range, maximum allowable temperature for the product, and the particle charge.
- **3.3.4.1** Safety procedures of all products shall be addressed in the contractor's safety plan and a pre-construction meeting shall be held with the employees involved with the construction of the asphalt overlay to address all safety procedures, protocols, and personal protective equipment (PPE) of hot applied PG Asphalt Binder prior to application.
- **4.0 Method of Measurement.** Measurement of the Polymer Modified Emulsion Membrane or PG Asphalt Binder shall be based on the volume in gallons in accordance with Sec 1015. Where required, measurement for coldmilling existing asphalt materials and cleaning the underlying pavement will be computed to the nearest square yard. No measurement will be made for optional pavement.
- **5.0 Basis of Payment.** The accepted quantity of Polymer Modified Emulsion Membrane (PEM/CPEM) or PG Asphalt Binder shall be paid for at the contract unit price for 407-99.12, Misc. Modified Bonded Asphaltic Concrete Pavement, per gallon. No direct payment will be made for use with optional pavement.

Where required, the accepted quantity for coldmilling and cleaning underlying pavement will be paid for at the contract unit price per square yard for Misc. Coldmilling Bituminous Pavement with Additional Cleaning, Item number 622-99.05.

### M. Non-Tracking Tack JSP-24-02

- **1.0 Description.** This work requires application of tack in accordance with Sec 407 and prevention of tack loss from the surface as specified herein. Tack loss prevention shall be accomplished with successful usage of a MoDOT-approved non-tracking tack, or other acceptable non-tracking means, as approved by the engineer.
- **2.0 MoDOT-Approved Non-Tracking Tack.** A list of MoDOT-approved non-tracking tack products is available at MoDOT.org under the Materials Qualified List. Upon request from the contractor, the MoDOT Division of Construction & Materials will consider allowance of other non-tracking products. To be approved, the contractor must successfully demonstrate that the proposed product meets the non-tracking requirements specified in section 3.0. The location of a contractor demonstration will only be allowed in areas approved by the engineer. The engineer will make final determination of product acceptance based on observation of the results of the contractor's demonstration.
- **3.0 Non-Tracking Requirements.** Non-tracking tack shall remain adhered to the pavement surface when exposed to any wheeled or tracked vehicles. The tack shall not track off the surface within 30 minutes of being applied, and shall not stick to the tires, tracks or other parts of paving equipment or vehicles such that the underlying surface becomes visible or void of tack prior to the placement of the hot mix asphalt. The tack shall not track onto any adjacent lanes, pavement markings, driveways, sideroads, etc.

**3.1** The contractor shall be responsible for cleaning all tracked tack from adjacent lanes, driveways, sideroads, etc., and shall replace all pavement markings that become coated with tracked tack. This cleaning and replacement requirement applies to both approved and proposed non-tracking products.

**4.0 Basis of Payment.** Measurement and payment shall be in accordance with Sec 407. The accepted quantity of non-tracking tack coat will be paid for per gallon at the contract unit price for 407-10.07 Tack Coat – Non-Tracking, per gallon. No additional payment will be made for the cost to demonstrate proposed products, for cleaning surfaces due to tracking of tack, or for replacement of payement marking damaged by tracked tack.

### N. Optional Temporary Pavement Marking Paint NJSP-18-07F

- **1.0 Description.** This provision provides the contractor with the option to either complete all Permanent Pavement Marking Paint (PPMP) prior to the time limits specified herein or to apply Temporary Pavement Marking Paint (TPMP) in accordance with Sec 620.10.2 (4 in. width) in all locations shown on the plans as PPMP and delay application of the PPMP until the spring of 2026, as allowed herein. PPMP is defined as Standard Waterborne Paint and High Build Waterborne Paint and does not include Sec 620.20.3 Durable Pavement Markings.
- **1.1** No application of PPMP shall occur between October 1, 2025 and March 1, 2026, both dates inclusive, except as stated herein. When the contractor has begun application of PPMP prior to October 1, 2025, and weather limitations stated in Sec 620.20.2.4 can be met, the contractor may complete the PPMP within the first seven (7) calendar days of October. If all (100%) of the PPMP is not completed on or before October 7, 2025, all previously applied PPMP, including any painted markings applied prior to October 1, shall be considered TPMP, and the contractor shall complete the remaining marking with TPMP, and then re-apply PPMP in all planned locations after March 1, 2026. All PPMP shall be completed prior to June 1, 2026. No additional payment will be made for PPMP that is later determined to be TPMP due to the contractor's failure to complete the PPMP within the time specified.
- **1.2 Use of TPMP Prior to October 1.** The contractor has the option to apply TPMP in lieu of PPMP prior to October 1, 2025, even when there is sufficient time to complete the PPMP prior to October 1, 2025. For example, the contractor may choose to use TPMP as a base coat for the PPMP on open-graded surfaces in order to achieve higher retroreflectivity readings on the surface coat as compared to a single application.
- **1.2.1** The contractor has the option of using TPMP in lieu of Temporary Raised Pavement Markers if applied each day that existing markings are obliterated.
- **2.0 Construction Requirements.** TPMP shall be accurately placed in the final planned location and shall be completely covered by the final application of PPMP. Any failure to comply with this requirement shall be corrected by removal of the misplaced pavement markings at the contractor's expense and without marring of the pavement surface.
- **2.1** Prior to application of the PPMP on TPMP, TPMP shall be fully cured in accordance with the manufacturer's recommendation, or for a period of 12 hours, whichever is greater.

- **3.0 Weather Limitations.** All weather limitations specified in Sec 620 for PPMP and TPMP shall apply. Cold Weather Pavement Marking Paint, in accordance with Sec 620.10.6, shall be used for TPMP when specified weather limitations do not allow the use of waterborne paint. No additional payment will be made for the use of Cold Weather Pavement Marking Paint as TPMP. Cold Weather Pavement Marking Paint is not an allowable substitute for PPMP and shall subsequently be covered with PPMP.
- **4.0 Time Exception.** If application of PPMP is to be delayed to the spring of 2026, the contractor shall submit a request to the engineer for a time exception and shall provide a revised work schedule that shows the planned completion of the PPMP.
- **4.1** Upon receipt of the time exception request in Section 4.0, the engineer will list "Application of Permanent Pavement Marking Paint" as an exception on the Semi-Final Inspection form, thus granting an exception to the count of contract time thru June 1, 2026, solely for the purpose of delaying application of PPMP. This time exception shall not apply to any time needed to complete any other work items. Liquidated Damages, as specified elsewhere in this contract, shall remain in effect for all other work items not completed by the contract time limits, as specified elsewhere in this contract, and for PPMP not completed by June 1, 2026.
- **5.0 Method of Measurement.** No final measurement will be made for TPMP.
- **6.0 Basis of Payment.** Full payment for TPMP will be made at the contract lump sum price even when PPMP is completed prior to the time limitation and TPMP is not used or only partially used.
- **6.2** If a \$0 bid is entered for TPMP, no payment will be made should TPMP become necessary.

Item Number	Description	Unit
6209901	Temporary Pavement Marking Paint	LS

- O. <u>Partial Depth Concrete Pavement Repair Using Hot Applied Polymer Modified Repair</u>
  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  $\frac{1}{4}$  inch from the existing profile of the roadway or of poor workmanship shall be removed and replaced by the contactor 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.

### P. 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.

### Q. Shaping Slopes Class III (Modified Material Requirements) NJSP-20-03B

## Delete Sec 215.1.3 and 215.1.3.1 and substitute the following:

**215.1.3** Shaping Slopes, Class III, shall consist of providing rock fill material and shaping slopes to construct additional shoulder width for the installation of guardrail and Type A crashworthy end terminals in accordance with Missouri Standard Plans for Highway Construction. The rock fill material used shall meet the requirements specified in Sec 215.1.3.1. The shoulder surface shall be finished smooth such that it is traversable and without significant voids or depressions.

- **215.1.3.1 Material Requirements.** Rock fill material used for Shaping Slopes, Class III, shall consist of a durable crushed stone, shot rock or broken concrete, with a predominant size of 3 inches and a maximum size of 6 inches. Acceptance by the engineer will be made by visual inspection.
- **215.4** Basis of Payment. The accepted quantity will be paid at the contract unit bid price for 215-99.10 Misc. Shaping Slopes Class III Modified Material Requirement, per 100F.

### R. Overhead Sign Cantilever Box Truss

- **1.0 Description.** This work shall consist of providing all costs for all labor and materials associated with the span, cantilever, and butterfly trusses, from the bottom of the baseplate on up, as illustrated in the Standard Plans, plans, signing details, and signing cross-sections. Any utility requiring relocation for post foundations shall be coordinated in accordance with the Special Provision Utility Coordination.
- **2.0** Prior to ordering the trusses, the Contractor shall verify the dimensions with the Engineer.
- **3.0 Basis of Payment.** Payment for furnishing all labor, equipment, materials, and incidentals will be paid for at the contract unit price per lump sum as follows:

Item No.	Description	Unit
903-99.02	Misc. 23 ft Cantilever Box Truss	Each

### S. Removal and Delivery of Adopt-A Highway Signs

**1.0 Description**. All Commission-owned Adopt-A-Highway 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 Adopt-A Highway signs shown in the plans shall be removed from the sign supports and structures, disassembled, stored, transported, and delivered by the contractor to the Maintenance Building.
- **2.2** The contractor shall contact the Commission's representative 72 hours prior to each delivery by calling the phone number listed below to receive the appropriate Maintenance Building to drop off the sign.

Teresa Gentry

Phone: 314-343-7382

- **2.3** The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Delivery shall be within 4 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.
- **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.

### T. Traffic Signal Maintenance and Programming

- **1.0 Description.** 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 Traffic Signals to be Maintained by the Contractor:

- a) Conway Rd @ Route 141
- b) WB 64 @ Route 141
- c) EB 64 @ Route 141
- **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:

Traffic Signal Controller Programs to be Administered by the Contractor:

- a) WB 64 @ Route 141
- **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 a.m. and 6 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:
  - a) Proposed Timing Plan changes and any models
  - b) Anticipated locations of concern
  - c) 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.
  - d) 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 bid.
- 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 Commissions 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:

- a) Intersection Impact
- b) Construction Stage Traffic Switch
- c) Response to Customer Concern
- d) New Intersection Turn-On (along with any subsequent revisions)
- e) Final completion of improvements
- f) 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.
  - a) Power Meter 1 Away from power meter with meter centered
  - b) Power Meter 2 Close up with power meter number
  - c) Cabinet 1 Away with cabinet centered and door closed
  - d) Cabinet 2 Close up of entire cabinet with door opened
  - e) Cabinet 3 Close up of center cabinet interior
  - f) Cabinet 4 Close up of left cabinet interior
  - g) Cabinet 5 Close up of right cabinet interior
  - h) Cabinet 6 Close up of back panel
  - i) Cabinet 7 Close up of switch
  - j) 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 contactor'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.

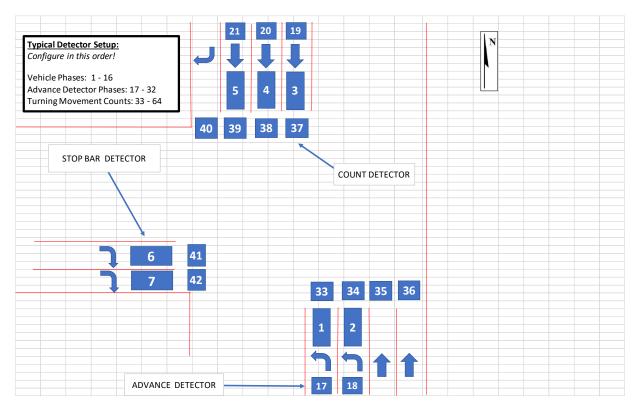
- **4.10 Signal Performance Measures.** The contractor's traffic Engineer shall setup traffic signal controllers on the Commission's advanced traffic signal performance measures module unless directed otherwise by the Commission's Traffic Operations Engineers. This includes any work on the Commission's 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.
  - a) Experience submittal
  - b) Preliminary Traffic Mitigation Plan
  - c) Notification of Detour Implementation
  - d) Time Base Reports, As Needed
  - e) Complaint Resolutions
  - f) Audible pedestrian signal voice message files
  - g) Traffic Signal Database versions (in PDF format)
  - h) Traffic signal photos
  - i) Notification of Restoration to Normal Operations
  - j) 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.	Description	Unit
1 REVISED	902-99.01	Lump Sum Traffic Signal Maintenance & Programming	Lump Sum

### U. <u>SL District Traffic Signal Detection System</u>

- **1.0 Description**. This work shall consist of providing detectors for signalized installations that will support advance traffic signal performance measures (ATSPM) on the Commission's St. Louis District roadways. Detectors shall be in accordance with the Missouri Standard Specifications for Highway Construction (latest version) and installed to provide detection at locations as shown on the plans or as directed by the Engineer in accordance with Section 902. If any information conflicts between Section 902 and this JSP, the JSP shall supersede.
- 2.0 Detector Zones. The following detector zones shall be placed as shown in the plans:
  - (a) Stop Bar Detection
  - (b) Advance Upstream (Performance Measures)
  - (c) Dilemma Zone
  - (d) Turn Counts
  - (e) Advance Video Zones (if applicable)
  - (f) Radar Zones (if applicable)
  - (g) Advance Data Collector (if applicable)
  - (h) Bicycle/Pedestrian (see Section 2.2)

# WB 64 off-ramp @ Route 141



- **2.1 Dilemma Zones**. Dilemma zone detection shall be required for the following approaches for high-speed dilemma zone detection:
  - NB Route 141
  - SB Route 141

Dilemma zone detectors shall be placed at 5 secs and 8 seconds travel time before stop bar per below Table unless directed otherwise in the plans or by the Engineer.

Approach Speed (MPH)		5	Advance Detector Placement	8
	secs Travel time		seconds travel time	
35 mph	260		415	
40 mph	295		470	
45 mph	330		530	
50 mph	370		590	
55 mph	405		645	
60 mph	440		705	

- **2.2 Bicycle/Pedestrian Zones.** Bicycle and/or pedestrian zones (if applicable) shall be provided as directed by the Engineer. Specific zone placement and description as required by vendor shall be reviewed and approved by the Engineer.
- **3.0 Performance Measures.** In addition to presence detection, the detection system shall be capable of providing data to an advanced traffic signal controller that can perform at a minimum the following calculations in real time for each detection zone without the addition of another device:
  - (a) Speed
  - (b) Volume
  - (c) Lane Occupancy
  - (d) Vehicle Classification
  - (e) Other available performance measures

For speed calculations thru movements are required for all detection installations. Turning movement measurements are required for all detection installations. For volume measurements/calculations both mainline thru and all turning movements are required. All values are to be assigned to detector channels within the controller. Other performance measures must be clearly defined. In all cases all performances measures must be ultimately available in an easily usable, exportable format. Turning movement counts shall be installed per the detector setup diagram(s) above to include all lanes. The Contractor shall provide documentation to the Engineer to confirm the volumes are configured and operational through the detection system. The Contractor shall also provide a final schedule of detector assignments in the .pdf format to the Engineer and the Commission's signal maintenance supervisor. Performance measurement data must be configured and fed into the Commission's ATSPM platform with data storage confirmed, see Section 5.0. If utilized on the project, the Contractor's Traffic Engineer shall assist in this task.

- **4.0 Material.** The Contractor can choose from the following list of detector types according to the systems noted below:
  - (a) Video Image
  - (b) Radar

Reference each detection type's subsection for specific allowable models. Unless otherwise specified on the plans, the Contractor may supply more than one type of detector and customize the installation based on field conditions, as approved by the Engineer.

**4.1 Video Detection.** If video detection is selected, the following provisions shall also apply.

**4.1.1 Description**. The Contractor shall furnish and install all equipment, materials, software and other miscellaneous items that are required to provide a fully functional Video Detection System for the control of vehicular and pedestrian traffic signals.

- **4.1.2 Material.** The video detection system shall consist of power supply, hard-wired video cameras, all necessary video and power cabling with end connectors, mounting brackets, surge protection as recommended by the manufacturer, video detection processors/extension modules capable of processing the number of camera and phase combination video sources shown on the project plans. The video detection system will be defined as the complete assembly of all required equipment and components for detection of vehicles. Each video detection system shall consist of the video camera(s), lightning arrester for video cabling, processor unit(s), control device (track ball or keypad; no mouse allowed), software and license for system control via a computer (if applicable), communication components, and a color monitor. The video detection system shall have the most current available firmware installed. All camera views shall be obtainable without requiring the disconnection and reconnection of cables within the system. The video detection systems in the list below are the only systems that are tested, fully functional, and approved for use in the St. Louis District.
  - (a) Autoscope Vision
  - (b) Iteris Vantage Next
  - (c) Aldis Gridsmart Smart mount Camera (Performance Module to be included)
- **4.1.3 Installation Requirements.** The video detection system shall be installed per the manufacturer's recommendations. The installer shall be certified by the video detection system's manufacturer to install the system. All CAT5 cable runs (if used) shall be continuous without splice from the cabinet to the camera. If requested by the engineer, a factory certified representative from the supplier shall be available for on-site assistance for a minimum of one day during installation. The bottom of the video camera shall be mounted per the manufacturer's recommendations, unless otherwise indicated on the plans or approved by the Engineer. The video detection system shall not be installed on pedestal signal unless otherwise directed by the Engineer.
- **4.1.3.1** A separate grounded 120 VAC service outlet shall be provided in the controller cabinet for supplying power to the parts of the video detection system requiring AC power. Use of the grounded service outlet located on the cabinet door will not be permitted. The video detection system must integrate/be compatible with an Advanced Transportation Signal Controller (ATC).
- **4.1.4 Detection Zones.** The detection zones shall be created by drawing the detection zones on the video image. A graphical user interface shall be built into the video detection system and displayed on a video monitor or computer. It shall be possible to edit previously defined detector configurations to fine-tune detection zone placement. When a vehicle is detected by crossing a detection zone, there shall be a visual change on the video display, such as a flashing symbol or a change in color or intensity to verify proper operation of the video detection system.
- **4.1.5 Performance.** Overall performance of the video detection system shall be comparable to inductive loops. Using camera optics and in the absence of occlusion, the video detection system shall be able to detect vehicle presence with 98% accuracy under normal day and night conditions with only slight deterioration in performance under adverse weather conditions, including fog, snow and rain. When visibility exceeds the capabilities of the camera, the video detection system

shall default to placing a call on all detectors. Supportive documentation is required to meet this specification and shall be provided to the Engineer before installation.

- **4.1.6 Monitor.** The monitor shall be an LCD active matrix with a minimum 7" diagonal screen color monitor, an NTSC-M system and BNC video in-out connections built into the housing. The unit shall be compact and lightweight, securely mounted to the cabinet shelving, have low power consumption, constructed to operate under extreme temperature conditions, and run on AC power. AC adaptor shall be included. The monitor shall be installed to automatically power on when the cabinet door is opened and automatically power off when the cabinet door is closed. A manual on/off switch shall be provided.
- **4.1.7 Video Camera and Housing.** The camera shall produce a color video image of vehicles during daylight hours, with an optional production of black and white images during nighttime hours. The video shall produce a clear image for scenes with a luminance from a minimum range of 0.18 to 929 foot-candles (2.0 to 10,000 lux). The camera shall provide a minimum resolution of 430 lines horizontal (TVL) and 350 lines vertical under NTSC operation. The camera shall include an electronic shutter or auto iris control based on average scene luminance and shall be equipped with an auto iris lens. sun shield that prevents sunlight from directly entering the lens. The sun shield shall include a provision for water diversion to prevent water from flowing in the camera field of view and shall be able to slide forward and back.
- **4.1.8 Video Detection System Connections.** All bus connections in the video detection system shall be corrosion resistant. Serial communications to a computer shall be through an RS-232/RS-422 serial port through a subminiature "D" connector with a computer running supplied system software. The port shall have the capability to access detection system data as well as the real-time imagery needed to show detector actuations. The processor shall have a RJ-45 plug using Ethernet 10/100 protocols. The equipment shall be provided with either a NEMA TS1 or NEMA TS2 interface as shown on the plans.
- **4.1.8.1** For TS1 systems, the video detection system shall be equipped with a TS1 detector interface for a minimum of 32 detector outputs. Logic output levels shall be compatible with the TS1. A subminiature "D" connector on the video detection system shall be used for interfacing to these outputs.
- **4.1.8.2** For TS2 systems, the video detection system shall be equipped with a TS2 Type 1 detector interface, where detector information is transmitted serially via an RS-485 data path. A 15-pin subminiature "D" connector, meeting the requirements of the TS2 standard, shall be used for the serial detector output. A minimum of 32 detector outputs is required, with the capability of expansion to 64 outputs if required based on the design plans.
- **4.1.8.3** The contractor shall be responsible for any changes or additions to either an existing or new cabinet to provide a properly functional video detection system and monitor display. This may include, but is not limited to, additional SDLC connectors, an MMU (malfunction management unit), shelf relocation and component reorganization. No direct pay for any changes or additions. All required connections will be considered part of the video detection system installation.
- **4.1.9 Documentation.** The contractor shall provide one bound copy and one electronic version (.pdf format) of the user's manual.
- **4.2 Radar Detection.** If radar detection is selected, the following provisions shall also apply.

**4.2.1 Description.** Provide, install and test continuous tracking advance detector (CTAD) units and cabinet interface to detect range, speed, and vehicle estimated time of arrival (ETA) to the stop bar for vehicles or clusters of vehicles moving in the user selected direction of travel. The CTAD shall also detect instantaneous roadway efficiency. This specification sets forth the provisions for a radar detection system that detects vehicles, pedestrians, bicycles, and motorcycles on roadways and provides vehicle presence and full-motion tracking.

### 4.2.2 Material

- **4.2.2.1 Stop Bar Detector.** The radar detection systems in the list below are the only systems approved for use in the St. Louis District. Installation of radar detection systems shall follow both the below specifications and the manufacturer's instructions.
  - (a) WAVETRONIX SmartSensor
    - 1. Matrix
- **4.2.2.1.1** Provide a radar detection system with the following features.
  - (a) Shall be able to track/detect a minimum of 64 objects
  - (b) Shall be able to operate in a temperature range between -30 degrees and 165 degrees F
  - (c) The detection zones shall be configurable based off several factors' such as classification, ETA, speed, presence, and delay.
  - (d) The radar sensor shall be forward fire
  - (e) The sensor shall operate in the 25 GHz band
  - (f) The sensor shall be housed in a sealed IP-67 enclosure
- **4.2.2.2 Advance Detector.** The radar detection systems in the list below are the only systems approved for use in the St. Louis District. Installation of radar detection systems shall follow both the below specifications and the manufacturer's instructions.
  - (a) WAVETRONIX SmartSensor
    - 1. Advance
    - 2. Advance Extended
  - (b) Iteris Vector
  - (c) In addition to the specifications listed in Section 4.3.2.1, the detection range shall also cover the dilemma zone distances prescribed in section 2.1.

#### 4.2.2.3 Power and Communications.

- (a) Power and communications cabling shall be installed per manufacturer specifications
- (b) The radar sensor shall operate at 24 VDC
- (c) Power consumption shall be no more than 38 watts
- (d) If required, the advance detection System shall include all equipment to communicate wirelessly.
- **4.2.2.4 Contact Closure Card.** Any contact closure card shall be compatible with a NEMA detector rack and shall be installed per manufacturer specifications.
- **4.2.2.5 Lightning Surge Protection.** The CTAD shall include surge protection hardware installed per manufacturer specifications. The hardware shall be accepted by the engineer before installation in the cabinet.

### 4.3 Construction Requirements.

**4.3.1 Mounting Location.** All mounting hardware shall be installed per manufacturers specifications. The CTAD shall be mounted as follows:

- (a) at a height that is within the manufacturer's recommended mounting heights.
- (b) The radar shall be positioned so that all detection zones needed for an approach can be captured.
- (c) in a forward-fire position, looking towards either approaching or departing traffic.
- **4.3.2 Support.** A factory certified representative from the supplier shall be available for on-site assistance for a minimum of one day during installation and shall provide two (2) days of local training after the CTAD has been installed and are operational.
- **4.3.3 Acceptance Testing.** The contractor shall develop a proposed test procedure for the CTAD and submit it to the Engineer for approval. It must include visual verification of vehicle detections being received. Each detector shall be tested separately. Revise the proposed test procedure until it is acceptable to the Engineer. Provide all equipment and personnel needed to safely conduct the tests. Arrange for the Engineer's representative to witness the tests. Give the Engineer a report documenting the result of the tests.

#### 4.3.4 Documentation and Software.

- **4.3.4.1** Prior to purchasing the CTAD system, the contractor shall submit five copies of catalog cut sheets and the environmental testing results to the Engineer for approval.
- **4.3.4.2** The contractor shall provide five copies of the operation and maintenance manuals for the CTAD system.
- **4.3.4.3** Contractor shall provide one copy of the software and any cables needed to interface with the system.
- **4.3.4.4** Contractor shall provide the CTAD installation kit, if applicable, to the Commission upon completion and acceptance of the project.
- **5.0 Communication with Advanced Transportation Management System (ATMS).** The detection systems and all performance measure data should be fed directly into the Commission's current ATSPM platform (currently through TransSuite). All data must be online and verified by contractor to be fully operational and available for data output reporting via the Commission's ATSPM platform. In addition, the data storage for long-term storage use should be configured properly on the Commission's ATSPM platform. The Contractor shall be responsible for ensuring the firmware of all detection works with the Commission's ATSPM platform. If utilized on the project, the Contractor's Traffic Engineer shall assist in this task.
- **6.0 Technical Support for Detection System.** The detection system(s) chosen for installation shall be free of defects in material and workmanship. For five (5) years, technical support from factory certified personnel or factory certified installers shall be available from the supplier. Ongoing software support by the supplier shall include updates for the processor unit and computer software and shall be provided at no cost during this two-year period. The update of the

processor unit software to be NTCIP compliant shall be included. Detection system(s) must not be within 5 years of end of support or sale by manufacturer.

- **7.0 Construction Requirements.** Construction requirements shall conform to Sec 902.
- **8.0 Method of Measurement.** Method of measurement shall conform to Sec 902.
- **9.0 Basis of Payment**. Measurement and payment for work covered by this specification shall include all equipment, materials, tools, labor, programming, testing, and documentation necessary to provide a detection system **per intersection** and shall be paid at the contract unit price as follows:

Item No.	Туре	Description
902-99.02	Each	SL District Traffic Signal Detection System

### V. Reconfiguration of Video Detection Zones

- **1.0 Description.** This work shall consist of calibrating the existing vehicle detection systems whose zones have been impacted by other construction operations (e.g., relocation of stop bars due to addition or relocation of pedestrian crossing facilities).
- **2.0 Configuration.** Contractor shall reconfigure any and all detection zones impacted by the relocation of the stop bar per the construction plans. The reconfigured zones shall cover a zone measuring six (6) feet wide by 30 feet long for all impacted signalized approach lanes plus an advance zone covering six (6) feet by six (6) feet for all impacted through lanes.
- **3.0 Construction Requirements.** Construction requirements shall conform to Sec 902.
- **4.0 Method of Measurement.** Method of measurement shall conform to Sec 902.
- **5.0 Basis of Payment.** All equipment, materials, tools, labor, programming, testing, and documentation necessary to reconfigure the detection system shall be paid at the contract unit price **per intersection** as follows:

Item No.	Туре	Description
902-99.02	Each	Reconfiguration of Video Detection Zones

## W. Overhead Sign Truss

- **1.0 Description.** This work shall consist of furnishing and installing overhead sign trusses as shown on the plans. All materials and construction procedures shall meet MoDOT Specifications and specifically the applicable requirements listed in Section 903.
- **2.0 Basis of Payment.** All costs associated with furnishing and installing the Overhead Sign Truss shall include any additional materials, equipment, and labor, shall be considered completely covered by the contract unit price for the following items:

Item No.	Description	Unit
903-99.01	Misc. Tubular Support, Type S-2777718-65	LS

## X. Coordination with MODOT Signal Shop for Cabinet Entry

- 1.0 **Description.** Commission-furnished color-coded pad locks have been placed on all MoDOT's signal cabinets in addition to the key used to unlock the door handle. To gain access to the appropriate cabinets during the project, contractors shall coordinate with MoDOT's signal shop to obtain the proper keys and locks.
- **1.0.1 Keys & Locks.** Red locks & keys are provided when a contractor has modified the signal cabinet and MoDOT staff shall not have access to the cabinet until it is accepted for maintenance. The blue keys are provided for entry into the cabinet where MoDOT's Signal Shop group deems the access to be minor in nature (entry to the cabinet to make a simple network switch connection, for example).
- **1.0.2 Completion of Project.** At the completion of the project all keys and pad locks distributed to contractor during the project shall be returned to the Signal Shop supervisor or their representative and keys shall not be reproduced.
- **2.0 Contact.** Initial contact must be made at least seven calendar days before work begins, preferably when the project has the notice to proceed or during the pre-construction meeting, whenever applicable. MoDOT's Signal Shop supervisors shall be notified prior to work beginning. Contact the signal shop via email at <a href="mailto:sltrs@modot.mo.gov">sltrs@modot.mo.gov</a> to coordinate which padlocks are to be used.
- **3.0** Basis of Payment. No direct payment shall be made for compliance with this provision.

### Y. MODOT and GGL Conduit and Fiber Relocation Staging

- **1.0 Description.** MoDOT and GGL (Gateway Green Light; existing St Charles County Transportation Management Program) ITS (Intelligent Transportation System) Assets are within the project limits. The contractor shall notify both agencies via email (MoDOT SLITS group at <a href="mailto:SLITS@modot.mo.gov">SLITS@modot.mo.gov</a> and Jacob Becher with GGL at jbecher@sccmo.org) at least 3 business days prior to any work and keep the network outages to a 48 hour period. <a href="mailto:The contractor shall-relocate the noted conduit and fiber prior to roadway work deep enough to ensure the fiber and conduit will not be impacted during roadway construction. The contractor shall keep all nearby network devices online during this construction. Any temporary fiber splicing, fiber jumpers and fiber pigtails including fiber splicing enclosures for keeping the existing network online shall be responsibility of the contractor.
- **2.0 Basis of Payment.** No direct payment shall be made for compliance with this provision. All ITS Assets Relocations shall be paid under other pay items.

### Z. Fiber Optic Cable

**1.0 Description.** This work shall consist of installing, splicing, and terminating fiber optic cables. The fiber optic cable may be new or existing cable relocated as shown on the plans. Fiber optic

cable relocation requires existing cable to be removed from an existing conduit system and installed in a new or existing conduit system per plans. Relocated cable must be carefully removed from the existing conduit system without being damaged. No direct pay shall be paid for relocating the existing fiber optic cable into new ITS or signal cabinet. If the existing fiber cable is removed, that length shall be paid separately per plans.

- **2.0 Materials.** Some of the below noted materials may not be applicable on this project. See the plans and below quantities for applicable materials.
- **2.1 Cable.** Fiber optic cable shall be of loose tube construction. Provide certification by an independent testing laboratory that the cable meets all requirements of Rural Utilities Service Bulletin 1753F-601a *Minimum Performance Specification for Fiber Optic Cables* (https://www.rd.usda.gov/files/UTP\_Bulletins\_1753F-601a.pdf). The cable shall be gel free, all dielectric, and have 12 fibers per tube. The cable sheath shall have length markings in feet, and shall indicate that the unit of measure is feet. The cable shall have single mode fibers whose attenuation does not exceed 0.35 dB/km and 0.25 dB/km for 1310 nm and 1550 nm signals, respectively. The optical fibers used in the cable shall meet or exceed the International Telecommunication Union ITU-T G.652.D requirements.
- **2.2 Splice Tray.** Splice trays shall be 11.7" long, 3.9" wide, and 0.2" tall. They shall be aluminum with clear plastic covers, designed for outdoor use. Each shall accommodate 24 fusion splices. The trays shall have a black powder coat finish. The trays shall have both perforations for cable ties and crimpable metal tabs for buffer tube strain relief.
- **2.3 Connector.** Connectors shall be the LC type with ceramic ferrules, unless a different connector is required to mate with the equipment or an existing panel. They shall be suitable for use in traffic cabinets and shall be designed for single mode fibers.
- **2.4 Pigtail.** Pigtails shall be factory-made, buffered, and strengthened with aramid yarn to reduce the possibility that accidental mishandling will damage the fiber or connection. Pigtails shall be yellow. Each must contain one fiber. Length shall suffice to provide two feet of slack after installation.
- **2.5 Jumper.** Jumpers shall meet the requirements for pigtails, but shall have a connector on each end. Length shall suffice to provide approximately five feet of slack after installation.
- **2.6 Interconnect Center.** An interconnect center is a splice enclosure that has a patch panel built into one of its walls. Within the interconnect center, fibers in cables are spliced to pigtails and the pigtails are plugged into the patch panel from the inside. This allows jumper cables (not part of the interconnect center) to plug into the patch panel from the outside, connecting the fibers to equipment in the cabinet or to other fibers on the patch panel. Within an interconnect center, some fibers may be spliced to the corresponding fiber in a mating cable, rather than to a pigtail. Still other fibers may be coiled, un-terminated.

The enclosure shall be made of powder-coated metal. It shall have provisions for cable strain relief and for connector labeling. The enclosure's patch panel shall have at least 24 positions. Provide enough splice trays for all splices made in the interconnect center. Provide patch panel modules that are compatible with the connectors specified in section 2.3 of this provision.

**2.6.1 Wall-Mounted Interconnect Center.** The enclosure shall be designed for wall or panel mounting and occupy no more than 350 square inches of wall space. It shall have a gasketed,

hinged door. It shall hold at least six splice trays. These enclosures are typically used in signal cabinets.

- **2.6.2 Rack-Mounted Interconnect Center.** The enclosure shall have brackets and all other hardware required for rack mounting in an EIA standard 19-in. equipment rack. It shall take up no more than three rack units (1¾ inch each) in the cabinet. It shall have front and rear doors. It shall hold at least four splice trays. These enclosures are typically used in ITS device cabinets.
- **2.7 Rack-Mounted Splice Enclosure.** The enclosure shall have brackets and all other hardware required for rack mounting in an EIA standard 19-in. equipment rack. However, alternate forms of mounting will be permitted if more practical at a particular location. The enclosure shall take up no more than five rack units (1¾ inch each) in the cabinet. It shall be made of powder-coated aluminum. These enclosures are typically used in network node cabinets.
- **2.7.1** The enclosure shall have provisions for cable strain-relief. It shall have hinged front and rear doors.
- **2.7.2** The enclosure shall include splice trays as specified in section 2.2 of this provision. The contractor shall provide enough splice trays for all the splices made in the enclosure. The enclosure shall include a splice tray holder with capacity for 22 trays. It shall be mounted on a sliding shelf inside the enclosure so that individual trays can be removed from the enclosure without disturbing the other trays or removing the enclosure itself from the cabinet.
- **2.8 Rack-Mounted Patch Panel Enclosure.** The enclosure shall have brackets and all other hardware required for rack mounting in an EIA standard 19-in. equipment rack. However, alternate forms of mounting will be permitted if more practical at a particular location. The enclosure shall take up no more than five rack units (1¾ inch each) in the cabinet. It shall be made of powder-coated aluminum. Provide patch panel modules that are compatible with the connectors specified in section 2.3 of this provision, as needed. These enclosures are typically used in network node cabinets.
- **2.9 Underground Splice Closure.** Closures for underground fiber splices include all materials necessary to make, organize, and protect the splices.
- **2.9.1** The closure shall supply environmental protection of cable and splices from water and dirt. It shall be designed for splicing fiber-optic cables underground in pull boxes and to be submersed in water.
- **2.9.2** Provide certification by an independent testing laboratory that the closure meets all requirements of Telcordia GR-771 for environmentally sealed closures for buried installation.
- **2.9.2** The closure shall be re-enterable without any special tools.
- **2.9.3** The closure shall be able to accommodate at least four fiber optic cables.
- **2.9.4** The closure shall accommodate 144 single mode fiber splices.
- **2.9.5** It shall be possible to remove any splice tray without disturbing the others.
- **2.9.6** Splice trays in the closure need not be of the type specified in 2.2, above.

- 2.9.7 Designed for butt splicing.
- **2.9.8** No encapsulated materials shall be allowed.
- **2.10 Tracer Wire.** A jacketed #14 AWG XHHW-2 standard blue tracer wire (also known as the locator wire) shall be provided in the conduit within the project limits unless it exists.
- 3.0 Construction Requirements.
- **3.1 Pre-Installation Cable Inspection and Testing.** Prior to installation, confirm that the cable is in good condition and complies with the specifications. The contractor shall perform fiber testing (see below requirements) of new fiber on the reel and existing fiber before it is removed. Notify the SLITS Group about any fiber anomalies and submit fiber testing reports to the SLITS Group for review and approval. Any defects found after installation will be deemed the fault of the contractor.

#### 3.2 Cable Installation.

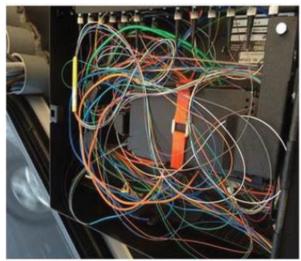
- **3.2.1** The ITS and network devices located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the network downtime be kept to a minimum when adding, removing, or modifying any existing ITS and network devices. This may require the contractor to perform work that will affect existing network devices during nighttime and/or weekend hours, at the discretion of the Engineer. Allowable timeframes for this work will be subject to the need for ITS devices in the area to be used to manage other traffic impacting work zones.
- **2.2.2** In case of fiber optic cable replacement, all new fiber cable must be installed, spliced, terminated and go online before removing the old cable.
- **3.2.3** Remove existing cable to be relocated and install cable such that the optical and mechanical characteristics of the fiber are not degraded. Do not violate the minimum bend radius or the maximum tension, both during and after installation.
- **3.2.4** Before any cable installation is performed, provide the engineer with four copies or an electronic copy, as required by the engineer, of the cable manufacturer's recommended maximum pulling tensions for each cable size. These pulling tensions shall be specified for pulling from the cable's outer jacket. Also, provide a list of the minimum allowable cable bending radius and the cable manufacturer's approved pulling lubricants. Only those lubricants approved by the cable manufacturer will be permitted.
- **3.2.5** If the cable is pulled by mechanical means, use a clutch device to ensure the allowable pulling tension is not exceeded. Also, attach a strain gauge to the pulling line at the cable exit location, and at a sufficient distance from the take-up device, such that the strain gauge can be read throughout the entire cable pulling operation.
- **3.2.6** Do not leave the let-off reel unattended during a pull, in order to minimize the chance of applying excess force, center pull, or back feeding.
- **3.2.7** Use an approved lubricant, in the amount recommended by the cable manufacturer, to facilitate pulling the cable. After the cable has been installed, wipe the exposed cable in a pull

box, junction box, or cabinet clean of cable lubricant with a cloth before leaving the pull box, junction box, or cabinet.

- **3.2.8** When installing new fiber optic cable store 30 feet of slack fiber in every intermediate pull box, unless otherwise noted on plans. Additional slack storage, as indicated on the plans, is required in designated pull boxes. At cabinet locations, where cable runs from the pull box directly to an equipment cabinet, store 60 feet of slack fiber optic cable in the pull box, unless otherwise noted on plans. Additionally, treat the cable returning from the cabinet to the pull box as a separate cable, and store 60 feet of slack for these links, unless otherwise noted on plans. Store slack cable neatly on the walls of the pull box using racking hardware acceptable to the engineer. If the length of fiber optic cable being relocated does not allow for fully meeting these slack requirements, maximize fiber slack at cabinets before providing slack in pull boxes.
- **3.2.9** While pulling and until splicing seal the fiber optic cable ends to prevent the escape of filling compound and the entry of water.
- **3.3 Splicing.** Splice all optical fibers, including spares, to provide continuous runs. Splices shall be allowed only in equipment cabinets except where shown on the plans.
- **3.3.1** Make all splices using a fusion splicer that automatically positions the fibers using the Light Injection and Detection (LID) system or the High-resolution Direct Core Mounting (HDCM) system. Provide all equipment and consumable supplies.
- **3.3.2** Secure each spliced fiber in a protective groove. Completely re-coat bare fibers with a protective room temperature vulcanizing (RTV) coating, gel or similar substance, prior to insertion in the groove, so as to protect the fiber from scoring, dirt, or microbending.
- **3.3.3** Prior to splicing to a fiber installed by others, measure and record the optical loss over that fiber. See section 4.0 of this provision.
- **3.3.4** Use a different splice tray for each buffer tube color. If an enclosure contains multiple buffer tubes of the same color, but none of the fibers in one of the tubes are spliced to fibers in other tubes of the same color, use a separate splice tray for that tube.
- **3.4 Termination.** Terminate fibers by splicing them to factory-made pigtails. Cap all connectors that are not connected to a mating connector.
- **3.5 Tracer Wire.** The contractor shall install a jacketed #14 AWG XHHW-2 standard blue tracer wire (also known as the locator wire) in conduit with new or replaced fiber optic cable(s). In the pull box nearest to the ITS or signal cabinet connect the tracer wire to a ground rod with a ground rod clamp and provide five feet of slack, as shown on the ITS pull box detail. In other fiber pull boxes provide five feet of slack, but a ground rod shall not be installed. Secure the tracer wire slack in individual coils to the inside wall of each pull box. If the tracer wire already exists, the contractor shall ensure it is connected to the ground rod properly in the pull box nearest to the ITS or signal cabinet and demonstrate a locate signal will transmit along the tracer wire. When fiber optic cable is relocated, existing tracer wire may be reused. *Prior to final acceptance and transition of ownership, the contractor shall meet with the Engineer to demonstrate the tracer-wire and locate system is working properly throughout the entire fiber, tracer wire and locate system.*
- **3.6 Fiber Management.** Fiber in splice trays along with pigtails and buffer tubes in the interconnect center or splice closures shall be neatly looped and restrained following telecom

industry standard fiber and cable management practice and enclosure manufacturer's recommendations. Shown below are examples of acceptable and unacceptable fiber and cable management. Work will not be accepted unless good fiber management practices are followed.





Acceptable

Unacceptable

**3.7 Required Fiber Splicing, Installation and Testing Experience.** Submit resumes, certificates and references detailing fiber installation, splicing and testing for on-site personnel to the engineer for approval. Subcontractors used on the project are considered part of the contractor's team and are also required to submit resumes, certificates and references. Submit to the engineer references including client project manager, phone number and project experience. Demonstrate successful completion of fiber optic cable installation and splice training courses by providing certificates of completion. Failure to comply may result in a declaration of noncompliance.

In addition, ensure a number of the contractor's team approved by the engineer that has at least two years of experience in the installation, splicing and testing of the fiber optic cable is on site at all times during the fiber optic cable installation and fiber optic splicing work until successful completion of the work. Receive approval from the engineer for any substitution of this individual. The engineer may stop the work activity on this project as a result of the absence of these on-site personnel from the project and may continue to charge time to the contractor and will not grant a time extension.

- **3.8 Existing Fiber Replacement.** When plans show new fiber being installed to replace existing fiber, the existing fiber should remain in service until the new fiber is installed and is ready for splicing to minimize network downtime.
- **3.9 Fiber Relocation.** The fiber optic cable is a crucial part of the traffic operation system. It is imperative that the downtime be kept to a minimum when relocating fiber optic cable. When existing fiber is disconnected for relocation, the relocation and fiber splicing of the relocated fiber shall progress continuously to minimized downtime.
- **3.10** If grading will result in an existing fiber pull box not being flush with the final grading, the pull box elevation should be adjusted to match the final ground surface. If the existing pull box is in a

condition that can be adjusted without damage, it can be reused. If a pull box is raised, a split duck system shall be used to protect the cable into the adjusted pull box and the void below the box shall be backfilled and the stone drain installed. If the pull box is lowered, the stone drain shall be provided as shown on the pull box detail. Installing a new pull box or concrete sonotube over the existing ITS pull box is NOT allowed. A concrete pad shall also be installed around the adjusted box. If site conditions do not allow these construction requirements to be met, the contractor shall suspend such a work and notify MoDOT ITS group via an email to SLITS@modot.mo.gov and carbon copy MoDOT construction inspector immediately for approval of any alternative fiber adjustment option.

# 4.0 Acceptance Testing.

**4.1 General.** Test the fiber after installation, including all splicing and termination, is complete. Note, however, that this test procedure involves measuring the loss of fiber installed by others before splicing to it. For each fiber optic link, including spare fibers, determine whether the optical loss is within the limits permitted by these specifications. A link is a continuous segment of fiber between one connector (or unterminated end) and another connector (or unterminated end). When testing links that do not have connectors on both ends, use a mechanical splice to attach a pigtail to the unterminated fiber for the duration of the test.

### **4.2 Test Procedure.** For each fiber link, follow this procedure:

- (a) If the link includes fiber installed by others, use an optical loss test set to measure and record the optical loss over that portion of the link before it is spliced to new fiber.
- (b) Calculate the maximum allowable loss for the completed link, both at 1310 nm and at 1550 nm. Use the following formula:

Maximum link loss = Measured loss over portion installed by others

- + (Fiber length in km) x (0.35 for 1310 nm and 0.25 for 1550 nm)
- + (Number of fusion splices) x (0.05)
- + (Number of mechanical splices [for temp. connection]) x (0.3)
- + (Number of connections) x (0.5)

Provide this calculation to the engineer along with the test results.

- (a) Calibrate an optical loss test set and provide evidence satisfactory to the engineer that the set produces accurate results at both wavelengths. This can be a demonstration that the set correctly measures the loss of a test fiber whose loss is known.
- (b) Use the test set to measure the loss of the link under test. Record the result at both 1310 nm and 1550 nm. Arrange for the engineer or his representative to witness these tests.
- (c) If the measured loss exceeds the calculated maximum, use an optical time domain reflectometer and other test equipment to troubleshoot the link. Take whatever corrective action is required, including cable replacement, to achieve a loss less than the calculated maximum.
- **4.3 Test Result Documentation.** Prepare a report showing all the links tested in this project. For the portions installed in this project, show the equipment cabinets, splices, and pigtails. On each line representing a link, show the maximum allowable loss and the actual loss. The actual

loss shall be the one measured after all corrective actions have been taken. Submit an electronic copy of the report to the engineer, along with the calculations for the maximum allowable loss. Submit the report including calculations in an electronic format acceptable to the engineer.

- **5.0 Documentation.** Provide the engineer mark-ups of the plans, neat and legible, illustrating as-built versions of the splice and connection diagrams that are contained in the plans.
- **6.0 Certifications.** New fiber optic cable shall be factory certified to meet the requirements in this specification. In addition, the manufacturer shall certify that the fiber optic cable has a life expectancy of 20 years.
- **7.0 Basis of Payment.** Measurement and payment for items covered by this specification include all items listed below, acceptance testing and tracer wire within new, existing or relocated conduit used for the fiber optic cabling addition to all materials, labor and equipment necessary for a fully operational system. Payment will be made as follows:

Item No.	Туре	Description
910-99.02	Each	Fiber Optic Fusion Splice
910-99.02	Each	Fiber Optic Pigtail
910-99.02	Each	Fiber Optic Jumper
910-99.02	Each	Wall-Mounted Interconnect Center
910-99.02	Each	Underground Splice Enclosure
910-99.03	Linear Foot	Fiber Optic Cable, 72 Strand, Single Mode
910-99.03	Linear Foot	Fiber Optic Cable, 24 Strand, Single Mode
910-99.03	Linear Foot	Relocate Fiber Optic Cable, 72 Strand, Single Mode

# AA. Coordination With ITS Staff and Utility Locates

- **1.0 Description.** Any work that will impact the existing communications network must be coordinated with the Commission's St. Louis District ITS staff. This includes but not limited to removal and replacement of any existing communications equipment, adding new devices and changes to power sources or disconnects. Minor modifications to the existing communications network can have significant impacts on the system and operation of other ITS and traffic signal systems.
- **1.1** MoDOT is a member of MO-One-Call System. Prior to any excavation or work within MoDOT Right-Of-way, the contractor must contact MO-One Call at 1-800-DIG-RITE and request for Utility Locates within noted project limits. If the scope of work contains modification, addition and/or expansion of existing underground MoDOT ITS, lighting, or signal facilities, the contractor must notify the MoDOT Utilities Locate staff prior to any work, in order for MoDOT to update MoDOT utility location records with Missouri One Call.
- **2.0 Contact.** The contractor shall notify the ITS group via an email to <a href="SLITS@modot.mo.gov">SLITS@modot.mo.gov</a> at least 2 days before any work that may impact the existing network communications. The contractor shall include the Job#, location and brief scope of work in the email's subject line. The engineer shall be notified prior to making contact with ITS staff. For MoDOT Utility location updates, the contractor must contact MoDOT TMC at 314-275-1500 and ask for Utility Locate Section at least seven calendar days before performing any work.

**3.0** The ITS and network devices located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the downtime be kept to a minimum when adding, removing, or modifying any existing ITS and network devices. This may require the contractor to perform work that will affect existing network devices during nighttime and/or weekend hours, at the discretion of the Engineer. Allowable timeframes for this work will be subject to the need for ITS devices in the area to be used to manage other traffic impacting work zones.

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

# BB. MoDOT Buried Cable Drivable Delineator Post

- **1.0 Description.** The contractor shall install a MoDOT 'Buried Cable' delineator post (see plans for details) next to all new fiber optic pull boxes within the project limits. The post shall withstand multiple directional impacts and providing a long lasting and extremely durable product requiring little field maintenance. The contractor shall not be required to install posts at pull boxes nearest to new or existing field cabinets. The posts shall be placed at a minimum spacing of 500 feet, unless line of sight to the adjacent post would be obstructed, in which case the Engineer may direct the contractor to install posts at points to allow for ground-level line of sight from adjacent posts or field cabinets.
- **2.0 Construction Requirements.** Construction requirements shall confirm to the delineator post manufacture recommendations and engineer's approval.
- **2.1 Materials.** The post shall be supplied in orange color and incorporate a premium UV inhibitor package to resist harmful effects to the sun. The post shall have a minimum 0.20" wall thickness and shall stand up straight in all weather conditions and self-right to straight upon impact. Top of post shall be permanently sealed and partially flattened and transition to round to afford 360 degree visibility. The post materials shall include an anchor, a non-mechanical flexible joint, and a round delineator post.

The post assembly should allow for easy change-out of any one part if necessary.

**3.0 Basis for Payment.** Payment for the 'Buried Cable' delineator post shall be considered full compensation for all contractor-provided equipment items, labor, and material to complete the described work. Payment will be made as follows:

Item No.	Туре	Description	
910-99.02	Each	MoDOT Buried Cable Drivable Delineator Post	

# CC. ITS Pull Box

**1.0 Description.** Furnish and install ITS Pull Boxes with concrete pads as shown on the plans.

#### 2.0 Materials.

**2.1 Pull Box.** ITS pull boxes shall meet the requirements in Section 1062 of the Missouri Standard Specifications for Highway Construction.

**2.2 Ground Rod.** Ground rods shall be listed according to UL requirements as detailed in the standard UL 467, Grounding and Bonding Equipment, and meet the requirements of NEC 250. Use electrodes that are solid copper or copper-bonded steel.

- **2.3 Concrete Pad.** The contractor shall install a non-reinforced concrete pad around the ITS pull box as shown in the plans. The concrete used shall be a Class 'B' concrete as described within Sec 501 of the Standard Specifications.
- **3.0 Construction.** Install ITS pull boxes as shown in the plans. Provide a concrete pad around the pull boxes as shown in the plans. Install a ground rod in the Class 5 pull boxes nearest ITS or signal cabinets.
- 3.1 If grading will result in an existing fiber pull box not being flush with the final grading, the pull box elevation should be adjusted to match the final ground surface. If the existing pull box is in a condition that can be adjusted without damage, it can be reused. If a pull box is raised, a split duck system shall be used to protect the cable into the adjusted pull box and the void below the box shall be backfilled and the stone drain installed. If the pull box is lowered, the stone drain shall be provided as shown on the pull box detail. Installing a new pull box or concrete sonotube over the existing ITS pull box is NOT allowed. A concrete pad shall also be installed around the adjusted box. If site conditions do not allow these construction requirements to be met, the contractor shall suspend such a work and notify MoDOT ITS group via an email to SLITS@modot.mo.gov and carbon copy MoDOT construction inspector immediately for approval of any alternative fiber adjustment option.
- **4.0 Basis of Payment.** Measurement and payment for ITS Pull Boxes with a concrete pad includes excavation, materials, construction, backfill and all miscellaneous hardware required for a fully operational system. Payment will be made as follows:

Item No.	Type	Description
910-99.02	Each	ITS Pull Box with Concrete Pad, Preformed Class 2

### DD. MoDOT ITS Equipment Within Project Limits

- **1.0 Description.** MoDOT owned fiber optic cable and conduit, critical MoDOT power supplies and power cables, and pull boxes for fiber and power cabling and other above and underground ITS (Intelligent Transportation System) facilities are present within the limits of this project. Damage or interruption of these items can cause extensive outages to the MoDOT network.
- **2.0 Construction Requirements.** The contractor shall exercise reasonable care while completing work near these facilities and shall take steps necessary to protect these facilities from damage for all items that are not specifically identified as being removed and/or relocated in the plans. Should any of the existing wiring or conduit be damaged by the contractor, it shall be replaced at the contractor's expense and the system in full operation within **4** hours of when the damage occurred. If it is mutually agreed upon between the Commission and the Contractor that the repairs will require more than **4** hours to complete, a mutually agreed upon time for repairs to be complete will be determined.
- **2.1** The contactor shall not modify any existing network or electrical connections within equipment cabinets, unless coordinated with MoDOT ITS staff. Existing connections include, but are not limited to, fiber jumpers, CAT5(e) cables, power supplies, and power strips. The

connection to specific fiber and copper ports on network equipment shall also not be modified, unless coordinated with MoDOT ITS staff, as the network equipment has been configured specifically for each equipment cabinet. Significant network outages and unnecessary troubleshooting to investigate outages can occur, even with minor changes to existing connections within the cabinet.

- **3.0 Liquidated Damages.** In the event of damage, if the system is not repaired and in full operation within **4** hours of the damage occurring, or within the timeframe agreed upon, the contractor will be charged with a liquidated damage specified in the amount of \$100 per hour for each full hour that the system is not fully operational. This damage will be assessed independently of the liquidated damages specified elsewhere in the contract.
- **3.1** The MoDOT Engineer will also have the option of issuing a work order for MoDOT's on-call ITS Maintenance contractor to make repairs, if it is the Engineer's opinion that the contractor creating the damage will not be able to make repairs in a timely manner. Contractor's reimbursement for MoDOT expense for this option shall be in addition to the liquidated damages.
- **4.0** Basis of Payment. No direct payment shall be made for compliance with this provision.

# EE. Conduit

#### 1.0 Description.

**1.1** Furnish and install conduits as shown on the plans and as described within this section. The plans depict conduit routing in schematic form only. Determine final routing based on actual field conditions at each site, including utility locator service markings, to assure no conflicts with existing utilities.

#### 2.0 Materials.

- **2.1** Use PVC conduit meeting the requirements of Sec 1060.
- **2.2** Use HDPE conduit meeting the requirements of Sec 1060. Use orange conduit for communication cable and black for power cable.
- **2.3** Pull ropes or tapes shall be polypropylene with a minimum tensile strength of 600 pounds.

#### 3.0 Construction Requirements.

- **3.1 General.** The contractor shall comply with Sec 902.16, except as noted in this special provision.
- **3.1.2** Pull ropes shall be furnished and installed in all empty conduit cells.
- **3.1.3** HDPE duct shall not be spliced. All runs shall be continuous.
- **3.1.4** Use an impact mole to install conduit under existing sidewalk unless otherwise indicated or unless the crossing is part of a longer bore or unless otherwise indicated in the plans. The portion installed using a mole will be paid for at the same price per foot as trenched conduit.

**3.1.5** Trenching and pushing conduit installation shall be with the following minimum depth:

- (a) Conduit under paved areas including roadway, shoulders, paved medians and sidewalks for pushed method shall be 42 inches below top of the paved areas.
- (b) Conduit under non-paved areas for trench method shall be 30 inches of cover.

### 3.2 Directional Drilling.

- **3.2.1 Preliminary Site Work**. Determine all utility locations near the path of the proposed bore, including depth. Use this information to avoid damage to utilities and/or facilities within the work area. Provide this information, including the sources, to the engineer a minimum of five working days prior to boring. Do not bore until the engineer approves that submittal. Prior to boring, expose all utilities for which it is customary and safe to do so.
- **3.2.2 Boring**. The diameter of the drilled hole shall conform to the outside diameter of the conduit as closely as practical. Pressure grout as directed by the engineer, to fill any voids, which develop during the installation operation. Remove and replace any conduit damaged in directional drilling operations at no expense to the project.
- **3.2.3 Drilling Fluid ("Slurry").** The use of water and other fluids in connection with the drilling operation will be permitted only to the extent necessary to lubricate cuttings. Jetting will not be permitted, and the use of water alone as a drilling fluid will not be permitted. Use a drilling fluid consisting of at least 10% high grade, processed Bentonite to consolidate excavated material, seal the walls of the hole, and furnish lubrication for subsequent removal of material and immediate installation of the pipe.
- **3.2.3.1** Provide a means of collecting and containing drilling fluid that returns to the surface, such as slurry pit, or a method approved by the engineer. Provide measures to prevent drilling fluids from entering storm sewer systems. Prevent drilling fluid from accumulating on or flowing onto sidewalks, other pedestrian walkways, driveways, or streets. Immediately remove any slurry that is inadvertently deposited on pedestrian walkways. Transport waste drilling slurry from the site and dispose of it. Do not allow slurry to enter wetlands. Protect wetlands using appropriate soil erosion control measures approved by the engineer. This requirement also applies to slurry resulting from vacuum excavation to locate underground utilities.
- **3.2.4 Drilling Control**. Use a digital walkover locating system to track the drill head during the bore. At minimum, the locating system shall be capable of determining the pitch, roll, heading, depth, and horizontal position of the drill head at any point along the bore. During each drilling operation, locate the drill head every 10 feet along the bore and prior to crossing any underground utility or structure. Upon completion of the drilling operation and conduit installation, furnish the engineer with an as-built profile drawing and plan drawing for the drilled conduit showing the horizontal and vertical locations of the installed conduit.

#### 3.3 Intercept Existing Conduit with Proposed Pull Box.

**3.3.1** Determine whether the conduit is occupied. If so, disconnect the cables at one end of the cables and pull them back so that they are not damaged when the conduit is cut. Alternatively, they can be removed entirely and replaced with new, identical cables. Notify the engineer if any of the cables appear to be in poor condition.

**3.3.2** Excavate a pit big enough for the pull box and drain material, with at least an additional foot on each side with conduit.

- **3.3.3** Install the drain material. From the top of the drain material, measure the vertical distance to the bottom the conduit at the points corresponding to the walls of the box.
- **3.3.4** If the conduit is PVC or metal, cut it in two places such that the distance between the cuts is longer than the box. Be sure the ends are cut squarely. If the conduit is HDPE, cut it in the center of the pit. Ensure that the pit is long enough that the conduit can be bent out of the way when the box is installed and can be bent enough to insert the conduit through the wall of the box.
- **3.3.5** Make a hole in the wall of the box at each point that the conduit will enter. Use the distances measured earlier to determine how far from the box's bottom to make the holes.
- **3.3.6** Set the pull box in the pit with the holes aligned with the conduits.
- **3.3.7** Pass the conduits through the wall of the box so that they end about one inch inside the wall. For PVC conduit, extend the existing conduit using a short length of new PVC conduit that includes a socket end. For metal conduit, thread the existing conduit, apply a threaded coupling, and add a short length of new conduit. For HDPE, bend the existing conduit to pass through the box wall, then cut it to length inside the box.
- **3.3.8** Use non-shrink grout to completely fill the space between the conduit and box wall.
- **3.3.9** Backfill the pit and restore the area as with any pull box installation.
- **3.3.10** Reinstall, reconnect, and test the cables that were pulled back at the beginning of the procedure. Alternatively, replace them in kind and test them.

### 3.4 Install Conduit into Existing Pull Box.

- **3.4.1** Carefully expose the outside of the existing pull box without disturbing any existing conduits or cabling.
- **3.4.2** Make the appropriate sized hole for the entering conduit at a location within the pull box that will not disturb the existing cabling and that will not hinder the installation of new cabling within the installed conduit.
- **3.4.3** Install the conduit.
- **3.4.4** Fill any void area between the drilled hole and the conduit with an engineer-approved filling material to protect against conduit movement and the entry of fill material.
- **3.4.5** Backfill shall be carefully tamped in place. All disturbed areas shall be restored.

#### 4.0 Basis of Payment.

**4.1** All surface-mounted junction boxes, fittings, liquid-tight flexible conduits, hangers, supports, resin anchor systems, and all hardware are incidental to the cost of conduit.

**4.2** Conduit may be installed by directional boring at locations shown as trenched on the plans. Such conduit will be paid for as if it had been installed by trenching.

- **4.3** Payment for Intercept Conduit with Pull Box includes only that work that would not be incurred in a normal pull box installation. The cost of the box and its installation will be paid for separately.
- **4.4** Measurement and payment for work covered by this specification includes equipment, tools, materials, necessary to install conduit. It includes excavation and site restoration. Payment will be made as follows:

Item No.	Туре	Description
910-99.03	Linear Foot	Conduit, HDPE, Drill, 2"
910-99.02	Each	Intercept Conduit with Pull Box
910-99.02	Each	Install Conduit Into Existing Box

# FF. ITS Asset Management Tool

**1.0 Description**. For all locations where any MoDOT and other agency's ITS (Intelligent Transportation System) components are modified or added, the contractor shall be responsible for populating and updating Commission's ITS and Signal Network Asset Management Tool (currently NexusWorx) to reflect the final condition of the entire ITS system within the project limits as shown on the plans. Updating shall be performed by the Commission approved staff (currently the Byers Engineering; Doug Stanford at Doug.Stanford@BYERS.COM)

#### 2.0 Construction Requirements.

- 2.1 The Contractor shall provide the final construction as-built plans and any relevant notes to the Commission approved contractor (currently the Byers Engineering) via an email and carbon copy the SL Construction staff and ITS group at <a href="SLITS@modot.mo.gov">SLITS@modot.mo.gov</a> for input into the ITS Asset Management Tool. The relevant notes for each modified or new location shall aid in the understanding of the device configuration and location details. At a minimum, this will include providing the required latitude and longitude coordinates of each pull box, DMS, CCTV, node cabinet, conduit, cable, and fiber, along with any serial numbers and/or identification information for any new, relocated or otherwise changed by this project. The Contractor shall locate the conduit every 100 feet using a GPS locating device that is accurate to the nearest foot. The Contractor shall provide a GIS based map of the conduit route and a complete listing of all of map coordinates in an electronic format. Population of the ITS Asset Management Tool will be required for all new, relocated and modified devices improved under this contract.
- **2.2** Other agency's ITS assets such as conduit, fiber cable, Cat-E cable, cabinet, pull box, etc. within MoDOT Right-Of-Way shall be highlighted including in a polygon in the ITS Asset Management Tool so it can be clearly identified for future references.
- **2.3** The contractor shall furnish to Commission approved staff a copy of the final plans relevant to all of the ITS components in Visio and/or MicroStation formats, if relevant.
- **2.4** The contractor shall be provided one licensed read-only access login by Commission before work begins.

**2.5** A PDF and Visio format of all relevant fiber splicing drawings shall be provided to the Commission approved contractor for posting into the ITS Asset Management Tool's perspective ITS and Signal cabinets.

# 3.0 Acceptance.

- **3.1** All entries and updates shall be completely entered and available for use within 30 days from substantial completion of construction of the project.
- **3.2** Commission staff shall verify population of the ITS Asset Management Tool within 10 working days, including accuracy and completeness of details for each component prior to acceptance and payment.
- **4.0 Measurement and Payment.** Measurement and Payment for items covered by this specification include the population and correction of inaccuracies, in addition to all materials and equipment necessary to complete the updates to the ITS Asset Management Tool which shall be coordinated and paid to the Commission approved staff (currently the Byers Engineering).

Item No.	Туре	Description
910-99.01	Lump Sum	ITS Asset Management Tool

### GG. 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 webbased 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 (<u>link to certificate form</u>) 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.

# HH. <u>DBE Prompt Payment Reporting</u> JSP-24-05A

### 1.0 Description.

- **1.1** This provision will only apply to contracts that have a Disadvantaged Business Enterprise (DBE) goal greater than 0% and have at least one DBE subcontractor.
- **1.2** MoDOT monitors the payments made by prime contractors and subcontractors to DBEs for compliance with DBE payment monitoring rules as outlined in 49 CFR 26.37. To facilitate this monitoring, MoDOT requires prime contractors to report their remitted payments to DBEs and subcontractors to report their remitted payments to lower-tier DBEs.
- **1.3** Tracking of DBE payments are made through the Signet™ application (Signet). Signet is a third-party service, supported by the vendor, for usage by the prime contractor and all subcontractors. Signet is only a reporting tool; it does not process financial transactions. MoDOT does not provide direct technical support for Signet. Information about Signet may be found at <a href="https://infotechinc.zendesk.com/hc/en-us/articles/360058810073-Signet-Get-started-with-the-Signet-service">https://infotechinc.zendesk.com/hc/en-us/articles/360058810073-Signet-Get-started-with-the-Signet-service</a>.
- **1.4** Upon completion of the first pay estimate on the contract, Signet will automatically send an email to the prime contractor prompting registration. The prime will be required to pay a one-time, fixed fee of \$1,000 for this contract directly to the Signet vendor. Use of Signet to track DBE payments will be available for the life of the contract, regardless of the contract value, contract duration, number of subcontractors, or payments reported. No additional fee will be charged to subcontractors that are required to report payments or DBEs that are required to verify payments through Signet. The contractor may also, at no additional cost, report payments through Signet to subcontractors that are not DBEs.
- **1.5** After each estimate, when contractor reporting of payments is complete, the subcontractor will receive an email notifying them of the payment and requesting verification of the reported payment. A subcontractor that has not completed registration with Signet will be prompted to do so at this time.

**1.6** Users will be set up automatically based on information in MoDOT's vendor list. Additional users under each contractor may be added once registration has been completed within Signet. The current vendor list can be found at <a href="https://www.modot.org/bid-opening-info">https://www.modot.org/bid-opening-info</a>.

- **1.7** For purposes of this requirement, payer is defined as the prime contractor or subcontractor that reports a payment in Signet to a vendor that is either a subcontractor, trucker, manufacturer, regular dealer, or broker. Payee is defined as the vendor that receives notification of payment through Signet from the prime contractor or a higher-tier subcontractor. Payment is defined as issuing an Electronic Funds Transfer (EFT) or mailing a check to a payee.
- **2.0 Requirements.** Payers must report remitted payment to DBEs within Signet, for work performed by the DBE subcontractor, DBE trucking, materials supplied from a DBE manufacturer, dealer, or broker, as well as a return of retainage (and/or other amounts withheld), within 15 calendar days.
- **2.1** Prime contractors must report remitted payments to DBEs within 15 calendar days of each payment it receives from MoDOT. Prime contractors must also report payments to non-DBE subcontractors if that subcontractor is making payment to a lower tier DBE subcontractor, trucker, manufacturer, regular dealer, or broker.
- **2.2** The payer must report the following information within Signet:
  - a. The name of the payee.
  - b. The dollar amount of the payment to the payee.
  - c. The date the payment was made.
  - d. Any retainage or other amount withheld (if any) and the reason for the withholding (if other than retainage).
  - e. The DBE function performed for this payment (e.g., contracting, trucking, or supplying as a manufacturer, dealer, or broker).
  - f. Other information required by Signet.

The payer must report its return of retainage (and/or other amounts withheld) in separate, standalone payment entries (i.e., without being comingled with a payment for work performed or materials supplied).

- **2.3** In the event that no work has been completed by a DBE during the estimate period, such that no payment is due to a DBE subcontractor, trucker, manufacturer, regular dealer, or broker, then the prime contractor will mark payment complete within Signet, and no other payments are required to be reported.
- **2.4** Each subcontractor making a payment to a lower-tier DBE must report remitted payments within Signet, as detailed in Section 2.2, within 15 days of receipt of each payment from the prime contractor.
- **2.5** DBE payees must verify in Signet each payment reported by a payer within 15 calendar days of the payment being reported by the payer. This verification includes whether the payment was received, and if so, whether it was as expected.
- **3.0 Basis of Payment.** A fixed cost of \$1,000 will be paid on this contract for the required software to report payments to DBEs through Signet. Regardless of the number of projects in a

contract, a single payment will be made under item 108-10.00, SIGNET DBE REPORTING, per lump sum. The engineer reserves the right to underrun this item for any reason. Any additional costs for registration, software, usage, time, labor, or other costs will be considered incidental and no direct payment will be made.