



JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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Job No.: J6I3573B
 Route: AC
 County: St. Louis

 <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY</p>  <p><small>2025-01-29-14:45 kheffern@burnsmcd.com</small></p>	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>Burns & McDonnell 425 South Woods Mill Road, Suite 300 Chesterfield, MO 63017 Certificate of Authority: 000165 Phone: 816-333-9400</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>JOB NUMBER: J6I3573B ST. LOUIS COUNTY, MO DATE PREPARED: 01/09/2025</p>
<p>ADDENDUM DATE:</p>	
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: A through V</p>	

 <p>Margaret Ann Bruns 01/30/2025 8:19:15 AM Margaret Ann Bruns - Civil MO PE-2010000798</p>	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>EFK Moen 13523 Barrett Parkway, Suite 250 St. Louis, MO 63021 Certificate of Authority: 001578 Consultant Phone: (314) 394-3100</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>JOB NUMBER: J6I3573B ST. LOUIS COUNTY, MO DATE PREPARED: 01/09/2025</p>
<p>ADDENDUM DATE:</p>	
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: W through Z</p>	

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02K

1.0 Description. The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans
For Highway Construction

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

B. Contract Liquidated Damages JSP- 13-01D

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

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

Job No.: J6I3573B

Route: AC

County: St. Louis

Notice to Proceed: May 5, 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
J6I3573B	N/A	\$3,200

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$750** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

C. Work Zone Traffic Management 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.

2.5.1 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.

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 shall work the hours listed below. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer.

Route AC Northbound & Southbound:

8:00 a.m – 4:00 p.m., Monday through Friday

6:00 p.m. – 6:00 a.m., Monday through Friday

4.0 Detours and Lane Closures.

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

4.2 At least one lane of traffic in each direction shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. 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. Utilities JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Ameren Electric Bobby Dale Phone: (314)564-7586 Email: BDale@ameren.com	Yes	Power Remove overhead service feed and protect lines Section 2.1
AT&T-D Tonya Wells Phone: (636) 448-9607 Email: tw2745@att.com	None	Communications
Charter George Bugg Phone: (314) 780-2921 Email: george.bugg@charter.com	None	Communications
Lumen Rich Obremski Phone: (314) 378-9931 Email: Richard.Obremski@Lumen.com	None	Communications
MAWC Dave Pruitt Phone: (314) 996-2214 Email: Dave.Pruitt@amwater.com	None	Water
MCI / Verizon Jeremy Phillips Cell: 636.399.1023 Email: jeremy.phillips@verizon.com	None	Communications
Metropolitan St. Louis Sewer District Andy Day Phone: (314) 768-2799 Email: aday@stmsd.com	None	Sewer
Spire Nick Eggert Phone: 314-330-5720 Email: Nicholas.Eggert@spireenergy.com	None	Gas

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information.

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It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location, and status of any facility. Such verification includes direct contact with the listed utilities.

2.0 Ameren Overhead Power lines: The Contractor shall be aware that there are overhead electric lines at this location. The location of the Overhead lines is not shown on the plans, the Contractor is responsible for determining their location in relation to all work. Contractors and their employees working in the vicinity of Ameren's power lines will adhere to the Missouri Overhead Power Line Act as set forth in Missouri Revised Statutes section 319, particularly the safety requirements in sections 319.075 through 319.090.

2.1 The contractor shall discuss the planned work as it relates to any energized power lines with Ameren Missouri and coordinate with Ameren Missouri for the installation of any insulation covers over the lines and/or any other designated requirements. The contractor is advised to contact Ameren Missouri regarding the current policy and so the anticipated cost to the contractor can be estimated and when payment is required. The Contractor shall contact Ameren Missouri at least two weeks in advance of when construction work is scheduled to begin to request covers to be placed at a given location. The contractor will need to contact Ameren at (314) 992 -6619 to coordinate this work with their schedule. **The contractor is responsible for any charges from Ameren Missouri for this provision and payment will be directly to Ameren Missouri.**

2.2 Ameren has an overhead service line that spans across the southern limits of Maline Creek Bridge A1109 that feeds MoDOT's old cathodic protection supply power. Ameren intends to have the overhead feed removed and the cathodic protection power supply disconnected prior to construction.

2.3 In addition to any other provisions determined to be necessary to prevent damage to existing utilities, the contractor shall not start removal of existing bridge sidewalk until Ameren has covered the overhead power line running along the east side of Route AC

2.4 Measurement and Payment. Coordination with utilities will not be measured for payment and is considered incidental. No direct pay will be made to the contractor to recover the cost of coordinating with utilities.

E. Project Contact for Contractor/Bidder Questions JSP-96-05

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

Dan Savageau, PE, Project Contact
MoDOT, St. Louis District
1590 Woodlake Dr.
Chesterfield, MO 63017

Telephone Number: 314-453-5089
Email: daniel.savageau@modot.mo.gov

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

F. 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 the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police 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 police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol: 636-300-2800
St. Louis County Police: 314-889-2341

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 police agency.

2.2 The contractor shall notify 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 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.

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. Metro Bus Service

1.0 Description. The contractor shall be required to coordinate with Metro Transit where construction operations will involve work on or around existing transit stops. It is requested that the coordination begin prior to the project Preconstruction Conference to ensure minimal disruption in service on Metro's system.

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

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

Mr. Roderick Thomas, Senior Planner Bi State Development Agency

Office: (314)923-3000

Email: rthomas@metrostlouis.org

Ms. Natalie Siebert, Senior Planner Transit Operations

Office: (314) 982-1400 x1816

Cell: (314) 497-4916

Email: nmsiebert@MetroStLouis.org

Mr. Lance Peterson, Director of Service Planning

Office: (314) 982-1520

Cell: (314) 220-6756

Email: llpeterson@MetroStLouis.org

3.0 Temporary Facilities. In locations where the contractor's operations may affect a transit stop location, a temporary stop may be required. Signage of the temporary stop shall be in accordance with Specification Section 104.10.2, and placement shall be coordinated with Metro Transit. All temporary transit stops shall be located in proximity to the existing stop it is representing, accessible, clear and conspicuous to both the transit rider and facility operator, and be located where it is safe from hazards within the work area.

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

I. Access to Commercial and Private Entrances

1.0 Description. While working on entrances or adjacent properties, the contractor shall make every reasonable effort to minimize interference to the properties and to complete the work diligently. Under no circumstances shall the contractor block ingress/egress to and from businesses during the normal business hours of each business unless as approved by the property owner and the Engineer.

2.0 Construction Requirements. On all entrances the contractor shall keep one-half of the entrance open at all times. On narrow entrances it may be necessary for the contractor to provide temporary aggregate for property access. The contractor shall remove and dispose of the temporary aggregate following completion of the entrance. For properties with more than one entrance the contractor may construct one entire entrance at a time with the approval of the property owner and the Engineer.

3.0 Basis of Payment. No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

J. Property Owner Notification

1.0 Description. It shall be the contractor's responsibility to inform and notify the adjacent property owner 48 hours prior to starting any construction activities that may impact driveway access or occur along the frontage of the property owner's parcel. Notification shall be in written

form and include the contractor's contact information, the engineer's contact information, and an estimated schedule of work and the associated impacts.

2.0 Basis of Payment. No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

K. Contractor Quality Control

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.

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 at the contractor's expense.

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

3.0 Basis of Payment. 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. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

2.0 ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

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

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. This

notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 *When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.*

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectable warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 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 documents.

N. ADA Curb Ramp – St. Louis District Version 01-17-24

1.0 Description. This work shall consist of constructing new concrete curb ramps that are compliant with current Americans with Disabilities Act (ADA) and MoDOT guidelines at locations shown on the plans and as directed by the engineer.

1.1 The contractor shall ensure that the persons establishing the grades of the ADA facilities have a copy of ADA related provisions at hand for reference. If it is found that written provisions for ADA facilities are not at hand, the engineer may cause ADA work to be ceased until a copy arrives.

2.0 Construction Requirements. Except as noted herein, all applicable provisions in Sec 608 of the Standard Specifications shall apply to the construction of the curb ramps.

2.1 The following shall be included in the cost of a new ADA ramp:

- Excavation and preparing of the subgrade prior to placement of the aggregate base
- 4" Type 5 Aggregate Base underneath the new ramp
- Everything shown in the various figures of ADA ramp curb types on Standard Plan 608.50 shall be poured as 7" concrete. This includes all area of ramp, level landing pads and any flares included in the per each ADA Ramp.
- Variable height curb along the roadway within the limits of the new ADA ramp
- Variable height curb along the backside of the new ADA ramp
- Concrete median used to separate direction of travel within a dual perpendicular ramp
- Furnishing and installing any reinforcement needed as shown in the plans for curbs taller than 8"
- Tinting of concrete surface as required in the plans
- Saw Cuts needed for the removal of the existing concrete area where the new ADA ramp is being constructed
- Removal of the existing concrete area where the new ADA ramp is being constructed

2.1.1 Regardless of the number of ramp areas or surfaces having a maximum ramp slope of 1V:12H (8.33%) that are constructed for a particular type of ADA Curb Ramp, the contractor **will not** be paid for additional number of ramps at that location. See special sheet for curb ramp pay limits. Exception: **Dual Perpendicular Ramps and Blended Transitions** will be paid as 2 each.

2.2 The following shall be paid for separately in the cost of a new ADA ramp:

- Truncated Domes

2.2.1 Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial or private driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. See plans for

additional details.

2.2.2 The truncated domes shall come from Materials' Pre-Qualified List FS-1067 Table 1 from the following link:

<https://www.modot.org/materials>

2.3 Gutter Correction. The contractor shall establish the grade of the flow line of the gutter before establishing the grades of ADA facilities. The gutter line shall be free flowing with no ponding next to the curb. Under-performing gutters shall be replaced with a concrete curb and gutter or a minimum 1.75-inch thick asphalt mill and fill. Running or standing storm water shall not be pushed out into the roadway where it may be splashed on pedestrians by passing vehicles or cause a hydroplaning hazard. An asphalt mill and fill shall be a minimum of 1.75 inches thick and the edges shall be at a smooth milled butt joint. The contractor shall use an approved BP-1 mix for all corner asphalt mill and fill work unless another surface asphalt mix is specified elsewhere in the contract. Asphalt mill and fill is included in the work of ADA Curb Ramps. If asphalt mill and fill is needed at a corner without any other ADA work, it will be found as a separate line item in this contract.

2.4 Design Plans

2.4.1 Recommendations for the design type of each curb ramp to be built on this project are shown on the plans. Curb ramps constructed by the contractor may vary from the original design, with approval from the engineer, in size, shape, and location as necessary to comply with ADA laws. It is the contractor's responsibility to inspect locations in the field before bidding to verify quantities needed to satisfy this provision. No additional pay will be made to the contractor if the original design is adjusted, and a different ramp type is constructed instead of the recommended/suggested in the plans.

2.4.2 ADA provides some exceptions to ramp slope where space limitations exist. The apparent construction limits shown on the plans are not considered a space limitation. The contractor shall not place any ADA exceptions without consulting the Engineer on a case-by-case basis.

2.4.3 Special Sheet. A special sheet shows the pay limits for each standard ADA ramp type used by MoDOT. This special sheet is not intended to replace the Standard Plans, Standard specifications or MoDOT's ADA checklist but is intended only to provide consistency regarding pay lengths/limits within the St. Louis District.

As shown on this special sheet, 15 feet beyond the landing is considered part of the ADA ramp. Payment for the ramp will be 15 feet beyond the landing and no adjustment in sidewalk length/quantity will be made if this 15-foot ramp length is adjusted by the contractor in the field.

2.4.4 When a project **is only** replacing ADA Curb Ramps at intersections, a warping panel shall be included and considered incidental to the cost of the new ADA Curb Ramp. When a project is also constructing new sidewalk tied into the new ADA Curb Ramp, this warping panel shall be paid for within the sidewalk pay item. A warping panel consists of tying in an ADA compliant cross slope to an existing cross slope.

2.5 Median or Median Island Cut-throughs. If there is an actual ramp with a slope not exceeding 8.33% (1V:12H) that provides access to the **raised portion** of the island or median instead of cutting through a portion of the island or median, then that area of concrete will be paid for separately as an ADA Curb Ramp, per each, as noted below. If the pedestrian path cuts

through an island or median, then this area is not considered a ramp and will be paid for with individual items necessary to construct this pedestrian path.

2.6 Prosecution of Work. The contractor shall have all necessary personnel, equipment, and materials at hand for all work at each location before the work begins so that work may proceed without delay.

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

4.0 Basis of Payment. The accepted quantity of ADA compliant curb ramps will be paid at the contract unit price for the following items:

Pay Item Number	Type / Description	Unit
608-10.12	Truncated Domes	SF
608-99.02	ADA Curb Ramp	Each

O. DBE Prompt Payment Reporting JSP-24-05B

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 <https://signet-help.zendesk.com/hc/en-us>.

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 <https://www.modot.org/bid-opening-info>.

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.

P. Supplemental Revisions JSP-18-01EE

- Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the “permitted site”, as defined in MoDOT’s State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

2.0 Water Pollution Control Manager (WPCM). The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

3.1 Hold Point. Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

4.0 Inspection Reports. Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for

work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

5.1 Liquidated Damages. If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines, and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

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

- **Delete Sec 106.9 in its entirety and substitute the following:**

106.9 Buy America Requirements.

Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

106.9.1 Buy America Requirements for Iron and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

106.9.2 Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

106.9.3 "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

106.9.4 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel

and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

106.9.4.1 Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

106.9.4.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

106.9.4.3 Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

106.9.5 When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials. Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

(a) Non-ferrous metals

- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.

“The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project.” The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

106.9.7.1 Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

106.9.7.2 Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

- Pavement Marking Paint Requirements for Standard Waterborne and Temporary

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

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

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

15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period.

MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

2.2 AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

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

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

3.1 The testing facility shall be AASHTO accredited.

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

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

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

profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

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

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

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

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

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

Q. Adjust to Grade Items

1.0 Description. This work shall consist of adjusting basins/inlets and manholes that are within areas where either new sidewalks, curb ramps, approaches or pavements are to be constructed as shown on the plans. The contractor shall verify the type of frame and cover in the field before performing the work. The adjustments shall be made to match the final proposed grade.

2.0 Construction Requirements. Adjusting manholes and adjusting basins or inlets shall be done in accordance with Sec 604 except as modified herein.

2.1 Adjustments, extensions, and/or lowering of utility and any related excavation and backfill shall be constructed as approved by the Engineer. For MoDOT owned facilities, adjustments shall conform to current Missouri Standard Specifications for Highway Construction. For MSD owned facilities, adjustments shall conform to the 2018 MSD Construction Specifications for Sewer and Drainage Facilities and the 2009 MSD Standard Detail Sheets. Adjustments for inlets require the top lid slopes to be adjusted to less than 2% slope in all directions and some of these inlets need to be raised to the final sidewalk grade. These locations are to be determined in the field by the Engineer. Adjustments shall be completed so that the finished sidewalk, ramp, approach, or pavement meets current ADA standards.

3.0 Basis of Payment. All costs for materials, equipment, labor, and installation shall be included in the cost for adjusting basins/inlets, and manholes.

Item Number	Description	Unit
604-20.10	Adjusting Manhole	Each
604-20.20	Adjusting Basin or Inlet	Each

R. Metropolitan Sewer District of St. Louis Permit No. 24-MSD-00449

1.0 Description. Metropolitan St. Louis Sewer District (MSD) has issued permit 24-MSD-00449 for improvements associated with project J6I3573B. Copy of the approved plans and permit requirements are available for download at <https://aca3.accela.com/STLMSD/>.

2.0 The Contractor shall comply with all General Construction Permitting Requirements indicated in the approved permit to include payment of all permit fees.

3.0 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 documents.

S. Metropolitan Sewer District of St. Louis As-Built Submittals (Permit No. 24-MSD-00449)

1.0 Description. Metropolitan St. Louis Sewer District (MSD) requires as-built drawings of the constructed drainage facilities to be submitted for their records. The contractor shall perform all work necessary to produce and submit the final as-built drainage plans to MSD, per MSD's as-built submittal requirements. The contractor shall submit the MSD as-built drawings for MSD P No. 24-MSD-00449 and subsequent revisions after all drainage structures related to the project have been constructed or adjusted.

1.1 MSD Electronic Plans Submittal Process. MSD requires that permits be submitted electronically using their new online paperless system Accela. The contractor will be required to login on to this system and upload as-builts and/or shop drawings as necessary. Additional information can be found here:

<https://msdprojectclear.org/doing-business/development-review/>

A direct link to the new online system can be found here:

<https://aca3.accela.com/STLMSD/Login.aspx>

In order to access the permit, the contractor will first need to call MSD in order to obtain access for the particular job mentioned above.

1.2 The contractor shall provide a copy of the as-built drainage plans to the MoDOT engineer at the time of the MSD submittal.

2.0 The Contractor shall comply with all General Construction Permitting Requirements indicated in the approved permit, which includes payment of all permit fees.

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

T. Concrete Manhole Apron

1.0 Description. The Contractor shall install a reinforced concrete apron around a manhole frame and cover or utility valve as indicated in the plans and as approved by the Engineer.

2.0 Material. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Reinforcing Steel for Concrete	1036

2.1 Concrete used for manhole apron shall be the same used for full depth pavement repairs as specified in Section 613.10 of the Standard Specifications.

3.0 Construction Requirements. Manhole aprons shall be provided in locations within the plans or as directed by the Engineer but generally shall be located where a manhole is adjusted to grade due to the cold-milling and overlaying of an existing roadway. The use of an apron can also be considered for new installations within new full depth asphalt pavement.

3.1 Steel Plate. If approved by the Engineer, a steel plate may be installed over the void created by the removal of pavement next to a manhole or utility valve prior to the installation of the manhole apron concrete. Asphalt wedging surrounding the steel plate shall be included when using a steel plate. No direct payment shall be made to provide this steel plate and asphalt wedging.

3.2 Joint Sealing. Per MoDOT Standard Specification 613.3.3, the contractor shall seal the joint between the asphalt surface and the new concrete apron along with seal any overcut created from the sawcutting operation when removing the portion of pavement to be replaced with manhole apron concrete. This joint shall be filled with either an expansive mortar, epoxy, polyester or joint material as approved by the Engineer. In addition, the contractor shall install tar paper between the new concrete and the existing manhole frame and cover as directed by the Engineer.

4.0 Method of Measurement. Measurement for installation of a reinforced concrete manhole apron will be made per each.

5.0 Basis of Payment. Payment for the installation of a reinforced concrete manhole apron, including all materials, equipment, labor, saw cuts before and/or after installation and all necessary work shall be completely covered by the contract unit price paid for the item listed below. Adjusting to grade the actual frame and cover shall be paid for separately. Please see JSP – Adjusting Manholes, Valves and Pullboxes for additional details regarding the adjustment to grade for those items.

Item No.	Type	Description
604-99.02	Each	Concrete Manhole Apron

U. Drainage Flume

1.0 Description. This work shall consist of constructing drainage flumes to carry pedestrians over the openings to existing drainage inlets or existing ditches at the locations shown on the plans.

2.0 Material Requirements. All materials shall be in accordance with Sec 703 & 706 except as noted on the plans.

3.0 Method of Measurement. The quantities will be paid for per Each and in accordance with Section 731.4.

4.0 Basis of Payment. Section 731.5 is supplemented by the following: All expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by the contract unit price for:

Item Number	Type / Description	Unit
706-99.02	MISC. 6.5 FT X 4 FT DRAINAGE FLUME	EA

V. Slurry and Residue Produced During Surface Treatment of PCCP and Bridge Decks

1.1 Description. This work covers the requirements for controlling residue or slurry produced by milling, grinding, planing, grooving or other methods of surface treatments on new or existing PCCP and bridge decks in addition to Section 622.

2.0 Construction Requirements. The following shall be considered the minimum requirements for performing this work within the project limits.

2.1 The contractor shall submit to the Engineer for approval in writing prior to the pre-construction meeting, the best management practices (BMP's) to be used to protect the environment, including the method of disposal of the residue whether on right of way or off-site.

2.2 When slurry is dispersed on the right of way, BMP's shall be installed to keep slurry or residue from entering paved ditches or structures discharging within the areas restricted by Section 622.303.8.6, from entering any waterways or from leaving the right of way.

2.3 Upon approval of the contractor's BMP and residue disposal plan and prior to the contractor beginning surface treatment operations, the Engineer will identify slurry or residue "no discharge zones".

2.4 Operations may be suspended by the Engineer during periods of rainfall or during freezing temperatures.

3.0 Basis of Payment. No direct payment for slurry or residue control requirements for BMP's will be made. Compliance with this specification along with the cost of all materials, labor, and equipment necessary for the surface treatment work shall be included in and completely covered by the unit price bid for each of the items of work for surface treatment included in contract.

W. ADA-Compliant Type III Movable Barricades

1.0 Description. This work shall consist of providing movable barricades to satisfy the requirements of the pedestrian traffic control plans as shown in the bidding documents. The contractor shall be responsible for moving the pedestrian barricades to coincide with their planned order of work.

2.0 Construction Requirements. The contractor shall use a movable barricade that meets the requirements as established by the Americans with Disabilities Act. The pedestrian barricades shall be of self-supporting type having a minimum length of 6 feet per unit. The face of the barricade shall not extend into the adjacent sidewalk considered open for pedestrian use. The contractor shall be responsible for setting and maintaining the pedestrian barricades until all proposed improvements have been completed.

3.0 Method of Measurement. Measurement for ADA compliant Moveable Barricade will be made per each for each 6 foot minimum unit provided.

4.0 Basis of Payment. Payment for all work necessary to fulfill the requirements noted above shall be considered completely covered in the contractor unit price for:

Item Number	Unit	Description
616-99.02	EA	Misc. ADA Compliant Type III Moveable Barricade

4.1 No direct payment shall be made for any relocation of the barricades.

X. Temporary Long-Term Rumble Strips JSP-13-04C

1.0 Description. The work shall include furnishing, installing, maintaining and removing long-term rumble strips, as shown in the plans, or as designated by the engineer.

2.0 Material.

2.1 The long-term rumble strips shall be 10 feet to 12 feet in length, fabricated from a polymer material, and be orange in color.

2.2 The long-term rumble strips shall have a minimum width of 4 inches, but no greater than 6 inches. The long-term rumble strips shall have a minimum thickness of 0.25 inch, but no greater than 0.50 inch.

2.3 The long-term rumble strips shall have a pre-applied adhesive backing for securing to the asphalt or concrete roadway surface.

3.0 Construction. Long-term rumble strips layout and spacing shall be in accordance with the plans or as approved by the engineer. The long-term rumble strips shall be installed and removed in accordance with manufacturer's recommendation. The contractor shall monitor and repair, and maintain if necessary the long-term rumble strips until removed.

3.1 Each set shall consist of five individual strips spaced ten to twelve feet on center.

3.2 The long-term rumble strips removal process shall not damage the roadway surface. If any damage occurs to the pavement during the removal of long-term rumble strips, the contractor shall replace or repair the damaged pavement at no cost to the Commission.

4.0 Method of Measurement. Measurement of long-term rumble strips will be per each complete set of five strips.

5.0 Basis of Payment. The accepted quantity of Temporary Long-Term Rumble Strips sets will be paid for at the contract unit price for **616-20.02, Temporary Long-Term Rumble Strips**, per each set. The long-term rumble strips unit bid price shall include the cost of all labor, equipment and materials to install, maintain, and remove the rumble strips.

Y. Temporary Fencing and Pedestrian Traffic Safety Plan

1.0 Description: This work shall consist of furnishing, installing, maintaining and removal of a Temporary Pedestrian Fence to delineate the pedestrian accessible path and secure the work area in accordance with the standard specifications, as shown on the plans, and as directed by the engineer.

2.0 Materials.

2.1 Fencing Fabric. Temporary Pedestrian Fencing shall be made of chain-link fence material and fencing panels shall be a minimum of 6-feet in height. Temporary pedestrian fence panels shall use security couplers to connect panels.

2.1.1 The fence panels shall comply with ASTM A392-06 standards for zinc-coated steel chainlink fence fabric.

2.2 Fence Footings. The fence footings shall not be post-driven unless directed by the engineer. Panel stands or footing shall be used to mount two panel ends together and shall be sized to provide a stable installation of the fence panels. These stands or footing blocks shall have a minimum weight of 40 pounds.

2.2.1 The ends of the temporary fence shall be attached to the end of the bridge to completely cut-off pedestrian access to the bridge or walkway after the existing safety barrier and fencing is removed and before the proposed safety barrier and fencing is completely installed.

2.3 Contractor shall provide fencing specification information or shop drawings to engineer for review and approval.

3.0 Construction Requirements. The contractor shall comply with manufacturer's recommendations and Section 616.

3.1 Contractor shall develop a Pedestrian Traffic Safety Plan. This plan shall, at a minimum, identify protocols that shall be in place during construction and shall include training of all contractor personnel, subcontractor personnel, engineer's staff, and drivers. The plan will specify protocols for securing the site during working and non-working hours.

3.1.1 At a minimum, the plan shall:

- Identify who is responsible for ensuring that the fence is stable, complete, and secure prior to workers leaving the project site every day.
- Identify contractor's person(s) responsible for responding to notifications of deficiencies and correcting deficiencies both during working and non-working hours and their contact information.
- Provide installation plan for a stable, complete and secure temporary fence.

- Identifies worker(s) assigned to direct delivery truck traffic, construction equipment, and construction personnel across the pedestrian accessible route (PAR).
- Minimize the number of short-term closures of PAR. Short-term closures shall be limited to less than 5 minutes or as directed by the engineer.
- Minimize duration of removal and construction of permanent fall protection (bridge safety barrier and fencing).
- Require a worker on each side of the PAR crossing to halt and communicate with pedestrian traffic during short-term closures.

3.1.2 The engineer may require additional protocols and information to be included in the plan.

3.2 Fencing Deficiencies. Notification to contractor, classification of a deficiencies' severity, requirements for contractor response time for correcting deficiencies, and actions which the engineer may take if the requirements are not met shall be as detailed in Section 616.4.2.5

4.0 Method of Measurement. Measurement of the temporary fence panels will be per linear foot.

5.0 Basis of Payment. All labor, material, and equipment to comply with the provision above shall be paid for at the contract price of:

Item Number	Type / Description	Unit
607-99.03	Temporary Pedestrian Fencing	Linear Foot

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

1.0 Delete Sec 616.11 and insert the following:

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

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

2.0 Delete Sec 616.12 and insert the following:

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

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

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

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

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

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

Job No.: J6I3573B
Route: AC
County: St. Louis

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