

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

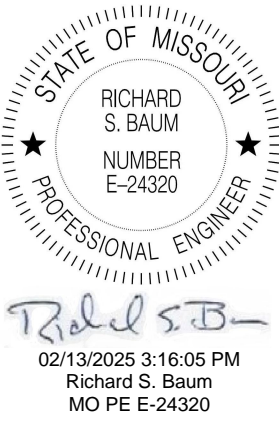
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 Route: A E
 County: Warren Montgomery

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	<p>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>Jacobs Engineering Group 1001 Highlands Plaza, Suite 400 St. Louis, MO 63110 Certificate of Authority: #00704 Consultant Phone: (314) 335-4000</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>Job Number: J2S3438 & J2S3439 Warren & Montgomery Counties Date Prepared: 12/16/2024</p>
	<p>ADDENDUM DATE: <u>R001 February 13, 2025</u></p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</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.: J2S3438 J2S3439
Route: A E
County: Warren Montgomery

Notice to Proceed: April 07, 2025
Contract Completion Date: December 01, 2026

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
J2S3438	N/A	\$2300
J2S3439	160	\$1800

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 **\$2000** 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 The contractor shall request permission at least one week prior to lane closures or shifting traffic onto detours, and 14 calendar days prior to the imposition of height, width or weight restrictions. The contractor shall provide 30 calendar day notice prior to diverting I-70 traffic for the removal of Bridge's R0069 and A0866. The 30 day notice period shall not commence until the engineer has approved the demolition plan presented by the contractor. Once the bridge demolition date is set it shall not be altered without written approval from the engineer. This is to ensure closures do not conflict with other work within the zone of influence and the work zone information on the MoDOT's website can remain real-time.

2.5 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.

2.6 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **10 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

2.6.1 Traffic Safety.

2.6.1.1 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.

2.6.1.2 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.

2.7 Transportation Management Plan. The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

2.8 Traffic Management Center (TMC) Coordination. The Work Zone Specialist (WZS) or their designee shall contact by phone the MoDOT Traffic Management Center (KC Scout TMC at #816-347-2250 or Gateway Guide TMC at #314-275-1513) within five minutes of a lane or ramp closure beginning and within five minutes of a lane or ramp closure being removed. The WZS shall make this phone call 24 hours a day, 365 days of the year since the MoDOT Traffic Management Centers are always staffed.

3.0 Work Hour Restrictions.

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

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

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

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

3.1.2 Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, the contractor's working hours will be restricted for the Special Events

as shown below. All lanes shall of I-70 shall be scheduled to be open to traffic during these Special Events.

All University of Missouri home football games
All Honor Flights

3.2 The contractor shall not perform any construction operation on the roadway, roadbed or active lanes, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 With the exceptions as noted in 4.2, any work requiring a reduction in the number of through lanes of traffic on I-70 shall be completed during nighttime hours. Nighttime hours shall be considered to be 8:00 p.m. to 6:00 a.m. for this project. The scheduled closure of I-70 for the installation of girders noted in 4.3 will be at the discretion of the Engineer.

3.4 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1,000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

4.0 Detours and Lane Closures.

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

4.2 The contractor will be allowed up to a maximum of 24 hours each to complete the removal of the existing Bridges R0069 and A0866. The 24 hour closure window shall be selected by the contractor, but must occur between 6:00 p.m. on Sunday to 9:00 a.m. on the following Tuesday. The contractor shall be subject to liquidated damages specified if traffic is not restored to all lanes

of I-70 within 24 hours of closing I-70 for bridge removal (see LIQUIDATED DAMAGES/LIQUIDATED SAVINGS SPECIFIED – I-70 CLOSURE Job Special Provision). During the removal of the existing bridge, the contractor shall close the through lanes of I-70 at the bridge. Eastbound and westbound I-70 traffic shall be reduced to a single lane (in each direction) and diverted onto the interchange ramps. Flaggers will be present at each ramp and outer road intersection to direct traffic as shown in the MOT plans. Priority will be given to the I-70 traffic.

4.3 Upon completion of the new bridge substructure the contractor shall close I-70 to set the new girders. In addition, the contractor shall close appropriate lanes of I-70 to set the new formwork for the bridge. The hours in which the contractor will be permitted to set the new girders and panels are outlined in 3.3 above.

4.4 Due to the condition of the existing bridge, the contractor shall construct J2S3438 prior to J2S3439. The contractor shall phase construction activities for J2S3438 and J2S3439 so that planned detours will NOT conflict with each other.

4.5 J2S3438: The construction of West Veterans Memorial Parkway from Station 74+27 to 82+60, depicted in Phase 2 and 3A of the Traffic Control Plans, shall be re-opened within **28** calendar days of their respective closure date. The contractor shall be subject to contract liquidated damages if traffic is not restored to West Veterans Memorial Parkway from Station 74+27 to 82+60 in **28** calendar days from the date of their respective closure date (see LIQUIDATED DAMAGES SPECIFIED – WEST VETERANS MEMORIAL PARKWAY EAST CLOSURE (J2S3438) Job Special Provision).

4.6 J2S3438: The construction of the southern Route B Connection and West Veterans Memorial Parkway from Station 72+11 to 74+27, depicted in Phase 3A of the Traffic Control Plans, shall be re-opened within **7** calendar days of their respective closure date. The contractor shall be subject to contract liquidated damages if traffic is not restored to Route B and West Veterans Memorial Parkway from Station 72+11 to 74+27 in **7** calendar days from the date of their respective closure date (see LIQUIDATED DAMAGES/LIQUIDATED SAVINGS SPECIFIED – PHASE 3A (J2S3438) Job Special Provision).

4.7 J2S3438: The construction of Routes A/B and the interchange ramps, depicted in Phase 3B of the Traffic Control Plans, shall be re-opened within **45** calendar days of their respective closure date. The contractor shall be subject to contract liquidated damages if traffic is not restored to Routes A/B and the interchange ramps in **45** calendar days from the date of their respective closure date (see LIQUIDATED DAMAGES/LIQUIDATED SAVINGS SPECIFIED – PHASE 3B (J2S3438) Job Special Provision).

4.8 J2S3438: The construction of the northern Route A connection and Northwest Service Road, depicted in Phase 4 of the Traffic Control Plans, shall be re-opened within **35** calendar days of their respective closure date. The contractor shall be subject to contract liquidated damages if traffic is not restored to Route A and Northwest Service Road in **35** calendar days from the date of their respective closure date (see LIQUIDATED DAMAGES/LIQUIDATED SAVINGS SPECIFIED – PHASE 4 (J2S3438) Job Special Provision).

4.9 J2S3439: The construction of Routes E/Y and the interchange ramps, depicted in Phase 3 of the Traffic Control Plans, shall be re-opened within **40** calendar days of their respective closure date. The contractor shall be subject to contract liquidated damages if traffic is not restored to Routes E/Y and the interchange ramps in **40** calendar days from the date of their respective

closure date (see LIQUIDATED DAMAGES/LIQUIDATED SAVINGS SPECIFIED – PHASE 3 (J2S3439) Job Special Provision).

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

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

D. Emergency Provisions and Incident Management JSP-90-11A

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

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

Missouri Highway Patrol 573-751-1000 (Troop F) 636-300-2800 (Troop C)	
Montgomery County Sheriff (573) 564-8084	
Warren County Sheriff (636) 456-4332	
City of Jonesburg	City of Warrenton
Fire: 636-488-3211	Fire: 636-456-0655
Police: 573-564-3378	Police: 636-456-8935

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.

2.2 The contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with law enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

Job No.: J2S3438 J2S3439
Route: A E
County: Warren Montgomery

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

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

Kimberly M. Trainor, Project Contact
Northeast District
1711 S. Highway 61
Hannibal, MO 63401

Telephone Number: 573-231-2786
Email: Kimberly.Trainor@modot.mo.gov

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

F. Supplemental Revisions JSP-18-01EE

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

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

- Stormwater Compliance Requirements

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

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

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written

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

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

2.1 Duties of the WPCM:

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

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

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

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

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

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

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

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

106.9 Buy America Requirements.

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

106.9.1 Buy America Requirements for Iron and Steel.

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

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

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

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

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

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

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

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

106.9.4.3 Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples

of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

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

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

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

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

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

106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

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

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

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

- Pavement Marking Paint Requirements for Standard Waterborne and Temporary

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

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

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

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

- Third-Party Test Waiver for Concrete Aggregate

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

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

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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.

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. Liquidated Damages Specified – West Veterans Memorial Parkway East Closure (J2S3438) JSP-93-28A

1.0 Description. During Phase 2 and 3A of the Traffic Control Plans, the eastern portion of West Veterans Memorial Parkway requires a closure for construction of the roadway from Station 74+27 to 82+60. If the eastern portion of West Veterans Memorial Parkway is not open to traffic within **28** calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. 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 **\$2,300** per day for each full day that the east closure of West Veterans Memorial Parkway from Station 74+27 to 82+60 is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. The eastern portion of West Veterans Memorial Parkway from Station 74+27 to 82+60 must be completed as directed in the contract and on the plans to ensure a safe traveled way for public use, including roadway striping and pertinent signing. The contractor may seek approval from the engineer to install temporary striping and signing at no additional cost. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

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

I. Liquidated Damages / Liquidated Savings Specified – Phase 3A (J2S3438) JSP-03-05B

1.0 Description. If construction of the southern Route B Connection and West Veterans Memorial Parkway from Station 72+11 to 74+27 as shown in Phase 3A of the Traffic Control Plans, is not completed and open to traffic within **7** calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways,

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including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public.

2.0 Liquidated Damages Specified for Failure To Complete Work on Time. These costs are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$25,000** per day for each full day that the construction of the southern Route B Connection and West Veterans Memorial Parkway from Station 72+11 to 74+27 as shown in Phase 3A is not complete and open to traffic, in excess of the limitation as specified elsewhere in the special provision. It will be the responsibility of the engineer to determine the quantity of excess closure time.

2.1 The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.

2.2 This deduction will continue until such time as the necessary work is completed and traffic is restored.

3.0 Liquidated Savings Specified for Early Completion. The contractor may receive an incentive payment from the Commission, in addition to all other sums earned under the contract, if the contractor completes the construction of the southern Route B Connection and West Veterans Memorial Parkway from Station 72+11 to 74+27 as shown in Phase 3A in less than **7** calendar days. To qualify for this incentive payment, the southern Route B Connection and West Veterans Memorial Parkway from Station 72+11 to 74+27 as shown in Phase 3A must be completed as directed in the contract and on the plans to ensure a safe travelway for public use, including roadway striping and pertinent signing. The contractor may seek approval from the engineer to install temporary striping and signing at no additional cost. An incentive payment of **\$25,000** will be paid per day for each full day that the work described above is completed prior to **7** calendar days. The maximum amount paid as liquidated savings will not exceed **\$75,000**.

3.1 In the event of an excusable delay, including differing site conditions, an extension of the contract completion time will not extend the time specified for determining any liquidated savings or incentive, except that, in its discretion, the Commission may extend the time specified should the delay be directly caused by the Commission. Further, in the event of an excusable delay, if the contractor completes the work providing for liquidated savings or incentive on or before the milestone or other date, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

3.2 The incentive payment described above is made, not as a bonus or gift, but as stipulated compensation in full for reduced risks, delay and inconvenience experienced by the traveling public, and for other reduced costs to the Commission and public resulting from early completion.

J. **Liquidated Damages / Liquidated Savings Specified – Phase 3B (J2S3438)** JSP-03-05B

1.0 Description. If construction of Routes A/B and the interchange ramps as shown in Phase 3B of the Traffic Control Plans, is not completed within **45** calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public.

2.0 Liquidated Damages Specified for Failure To Complete Work on Time. These costs are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$25,000** per day for each full day that the construction of Routes A/B and the interchange ramps as shown in Phase 3B is not complete and open to traffic, in excess of the limitation as specified elsewhere in the special provision. It will be the responsibility of the engineer to determine the quantity of excess closure time.

2.1 The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.

2.2 This deduction will continue until such time as the necessary work is completed and traffic is restored.

3.0 Liquidated Savings Specified for Early Completion. The contractor may receive an incentive payment from the Commission, in addition to all other sums earned under the contract, if the contractor completes the construction of Routes A/B and the interchange ramps as shown in Phase 3B of the Traffic Control Plans in less than **45** calendar days. To qualify for this incentive payment, Routes A/B and the interchange ramps as shown in Phase 3B must be completed as directed in the contract and on the plans to ensure a safe travelway for public use, including guardrail, roadway striping, and pertinent signing. The contractor may seek approval from the engineer to install temporary striping and signing at no additional cost. An incentive payment of **\$25,000** will be paid per day for each full day that the work described above is completed prior to **30** ~~45~~ calendar days. The maximum amount paid as liquidated savings will not exceed **\$175,000**.

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3.1 In the event of an excusable delay, including differing site conditions, an extension of the contract completion time will not extend the time specified for determining any liquidated savings or incentive, except that, in its discretion, the Commission may extend the time specified should the delay be directly caused by the Commission. Further, in the event of an excusable delay, if the contractor completes the work providing for liquidated savings or incentive on or before the milestone or other date, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

3.2 The incentive payment described above is made, not as a bonus or gift, but as stipulated compensation in full for reduced risks, delay and inconvenience experienced by the traveling public, and for other reduced costs to the Commission and public resulting from early completion.

K. Liquidated Damages / Liquidated Savings Specified – Phase 4 (J2S3438) JSP-03-05B

1.0 Description. During Phase 4 of the Traffic Control Plans, the northern portion of Route A and the Northwest Service Road requires a closure for construction of the roadway. The contractor shall not close the northern portion of Route A or the Northwest Service Road between November 15, 2025 thru March 1, 2026, unless approved by the engineer. If the northern Route A connection and Northwest Service Road as shown in Phase 4 of the Traffic Control Plans, is not complete and open to traffic within **35** calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public.

2.0 Liquidated Damages Specified for Failure To Complete Work on Time. These costs are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$10,000** per day for each full day that the construction of the northern Route A connection and Northwest Service Road as shown in Phase 4 is not complete and open to traffic, in excess of the limitation as specified elsewhere in the special provision. It will be the responsibility of the engineer to determine the quantity of excess closure time.

2.1 The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.

2.2 This deduction will continue until such time as the necessary work is completed and traffic is restored.

3.0 Liquidated Savings Specified for Early Completion. The contractor may receive an incentive payment from the Commission, in addition to all other sums earned under the contract, if the contractor completes the construction of the northern Route A connection and Northwest Service Road as shown in Phase 4 in less than **35** calendar days. To qualify for this incentive payment, the southern northern Route A connection and Northwest Service Road as shown in Phase 4 must be completed as directed in the contract and on the plans to ensure a safe traveled way for public use, including guardrail, roadway striping, and pertinent signing. The contractor may seek approval from the engineer to install temporary striping and signing at no additional cost. An incentive payment of **\$10,000** will be paid per day for each full day that the work described above is completed prior to **35** calendar days. The maximum amount paid as liquidated savings will not exceed **\$70,000**.

3.1 In the event of an excusable delay, including differing site conditions, an extension of the contract completion time will not extend the time specified for determining any liquidated savings or incentive, except that, in its discretion, the Commission may extend the time specified should the delay be directly caused by the Commission. Further, in the event of an excusable delay, if the contractor completes the work providing for liquidated savings or incentive on or before the milestone or other date, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

3.2 The incentive payment described above is made, not as a bonus or gift, but as stipulated compensation in full for reduced risks, delay and inconvenience experienced by the traveling public, and for other reduced costs to the Commission and public resulting from early completion.

L. Liquidated Damages / Liquidated Savings Specified – I-70 Closure (J2S3438) JSP-03-05B

1.0 Description. If the closure of I-70 for the demolition of Bridge R0069 is not complete and open to traffic within 24 hours, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. The work defined for the demolition for Bridge R0069 includes removal of the bridge, disposal of demolition debris off-site, and restoring traffic to all lanes of I-70. In addition, if any damage to I-70 occurs during the demolition of Bridge R0069, these areas shall be repaired to ensure a safe traveled way for public use.

2.0 Liquidated Damages Specified for Failure To Complete Work on Time. These costs 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 15 (fifteen) minutes** for each full 15 (fifteen) minutes that any lane of I-70 is closed and not open to traffic, in excess of the limitation as specified elsewhere in the special provision. It will be the responsibility of the engineer to determine the quantity of excess closure time.

2.1 The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.

2.2 This deduction will continue until such time as the necessary work is completed and traffic is restored.

3.0 Liquidated Savings Specified for Early Completion. The contractor may receive an incentive payment from the Commission, in addition to all other sums earned under the contract, if the contractor completes the demolition of Bridge R0069 in less than 24 hours. To qualify for this incentive payment, Bridge R0069 must be removed, demolition debris disposed of off-site, and all lanes of I-70 restored and opened to traffic. In addition, if any damage to I-70 occurs during the demolition of Bridge R0069, these areas shall be repaired to ensure a safe traveled way for public use. An incentive payment of **\$2,000** will be paid per 15 (fifteen) minutes for each full 15 (fifteen) minutes that the work described above is completed prior to the designated 24-hour period. The maximum amount paid as liquidated savings will not exceed **\$64,000**.

3.1 In the event of an excusable delay, an extension of the contract completion time will not extend the date specified for determining any liquidated savings or incentive. Further, in the event of an excusable delay, if the contractor completes the work providing for liquidated savings or incentive on or before the milestone or other date, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

3.2 The incentive payment described above is made, not as a bonus or gift, but as stipulated compensation in full for reduced risks, delay and inconvenience experienced by the traveling public, and for other reduced costs to the Commission and public resulting from early completion.

M. Liquidated Damages Specified – Completion Date (J2S3438) JSP-93-28A

1.0 Description. If J2S3438 is not complete and open to traffic on or before **May 1, 2026**, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. 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 **\$10,000** per day for each day, or partial days thereof, that J2S3438 is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

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

N. Liquidated Damages / Liquidated Savings Specified – I-70 Closure (J2S3439) JSP-03-05B

1.0 Description. If the closure of I-70 for the demolition of Bridge A0866 is not complete and open to traffic within 24 hours, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. The work defined for the demolition for Bridge A0866 includes removal of the bridge, disposal of demolition debris off-site, and restoring traffic to all lanes of I-70. In addition, if any damage to I-70 occurs during the demolition of Bridge A0866, these areas shall be repaired to ensure a safe traveled way for public use.

2.0 Liquidated Damages Specified for Failure To Complete Work on Time. These costs 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 15 (fifteen) minutes** for each full 15 (fifteen) minutes that any lane of I-70 is closed and not open to traffic, in excess of the limitation as specified elsewhere in the special provision. It will be the responsibility of the engineer to determine the quantity of excess closure time.

2.1 The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.

2.2 This deduction will continue until such time as the necessary work is completed and traffic is restored.

3.0 Liquidated Savings Specified for Early Completion. The contractor may receive an incentive payment from the Commission, in addition to all other sums earned under the contract, if the contractor completes the demolition of Bridge A0866 in less than 24 hours. To qualify for this incentive payment, Bridge A0866 must be removed, demolition debris disposed of off-site, and all lanes of I-70 restored and opened to traffic. In addition, if any damage to I-70 occurs during the demolition of Bridge A0866, these areas shall be repaired to ensure a safe traveled way for public use. An incentive payment of **\$2,000** will be paid per 15 (fifteen) minutes for each full 15 (fifteen) minutes that the work described above is completed prior to the designated 24-hour period. The maximum amount paid as liquidated savings will not exceed **\$64,000**.

3.1 In the event of an excusable delay, an extension of the contract completion time will not extend the date specified for determining any liquidated savings or incentive. Further, in the event of an excusable delay, if the contractor completes the work providing for liquidated savings or incentive on or before the milestone or other date, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

3.2 The incentive payment described above is made, not as a bonus or gift, but as stipulated compensation in full for reduced risks, delay and inconvenience experienced by the traveling public, and for other reduced costs to the Commission and public resulting from early completion.

O. Liquidated Damages / Liquidated Savings Specified – Phase 3 (J2S3439) JSP-03-05B

1.0 Description. If construction of Routes E/Y and the interchange ramps as shown in Phase 3 of the Traffic Control Plans, is not completed within **40** calendar days, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public.

2.0 Liquidated Damages Specified for Failure To Complete Work on Time. These costs are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$25,000** per day for each full day that the construction of Routes E/Y and the interchange ramps as shown in Phase 3 is not complete and open to traffic, in excess of the limitation as specified elsewhere in the special provision. It will be the responsibility of the engineer to determine the quantity of excess closure time.

2.1 The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.

2.2 This deduction will continue until such time as the necessary work is completed and traffic is restored.

3.0 Liquidated Savings Specified for Early Completion. The contractor may receive an incentive payment from the Commission, in addition to all other sums earned under the contract, if the contractor completes the construction of Routes E/Y and the interchange ramps as shown in Phase 3 of the Traffic Control Plans in less than **40** calendar days. To qualify for this incentive payment, Routes E/Y and the interchange ramps as shown in Phase 3 must be completed as directed in the contract and on the plans to ensure a safe traveled way for public use, including guardrail, roadway striping, and pertinent signing. The contractor may seek approval from the engineer to install temporary striping and signing at no additional cost. An incentive payment of **\$25,000** will be paid per day for each full day that the work described above is completed prior to **40** calendar days. The maximum amount paid as liquidated savings will not exceed **\$175,000**.

3.1 In the event of an excusable delay, including differing site conditions, an extension of the contract completion time will not extend the time specified for determining any liquidated savings or incentive, except that, in its discretion, the Commission may extend the time specified should the delay be directly caused by the Commission. Further, in the event of an excusable delay, if the contractor completes the work providing for liquidated savings or incentive on or before the milestone or other date, that shall not constitute a basis to claim acceleration costs in addition to the liquidated savings or incentive that may be earned.

3.2 The incentive payment described above is made, not as a bonus or gift, but as stipulated compensation in full for reduced risks, delay and inconvenience experienced by the traveling public, and for other reduced costs to the Commission and public resulting from early completion.

P. Contractor Quality Control NJSP-15-42

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC

Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

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

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any

outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

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

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

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

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

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

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

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

Q. Utilities – J2S3438 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>
<p>Ameren Missouri Electric 200 N Callahan Rd Wentzville, MO 63385</p> <p>Nick Eckelkamp Phone: (314) 267-7948 - cell Email: neckelkamp@ameren.com</p> <p>Daniel Giessmann Phone: (636) 639-8336 Phone: (636) 357-2978 - cell Email: dgiessmann@ameren.com</p>	<p>None Section 2.1</p>	<p>Power</p>
<p>ATT Distribution Justin Courthouse 507 E Main St. Union,MO 63084 Phone: (636) 448-2136 Email: jc670s@att.com</p>	<p>None Section 2.2</p>	<p>Communications</p>
<p>ATT Transmission Lenny Vohs 1425 Oak St. Room 61 Kansas City, MO 64106 Phone: (816) 275-4014 Email: lv2121@att.com</p>	<p>None Section 2.3</p>	<p>Communications</p>
<p>Brightspeed (formerly Lumen – Local, CenturyLink) 1151 CenturyLink Drive Wentzville, MO 63385</p> <p>Tim Howe Phone: (765) 273-0705 Email: Tim.Howe@brightspeed.com</p> <p>Daniel Donaldson Phone: (636) 295-0630 Email: Daniel.Donaldson@brightspeed.com</p>	<p>Yes Section 2.4</p>	<p>Communications</p>

<p>Charter Communications - Spectrum 101 Northwest Plaza St Ann, MO 63074</p> <p>James Hake Phone: (314) 873-9646 Email: james.hake@charter.com</p> <p>Judi Kern Phone: (314) 713-0974 Email: judi.kern@charter.com</p>	<p>Yes Section 2.5</p>	<p>Communications</p>
<p>Cuivre River Electric Cooperative Stan Winkle 1112 E. Cherry St. Troy, MO 63379 Phone: (636) 695-4841 Email: stanw@cuivre.com</p>	<p>Yes Section 2.6</p>	<p>Power</p>
<p>Gateway Fiber LLC Kirk Thaelke 501 Fountain Lakes Blvd, Suite 105 St. Charles, MO 63301 Phone: (314) 495-6318 Email: kirk.thaelke@gatewayfiber.com</p>	<p>None</p>	<p>Communications</p>
<p>Lumen - National Richard Obremski 11111 Dorsett Road Maryland Heights, MO 63043 Phone: (314) 378-9931 Email: richard.obremski@lumen.com</p>	<p>None Section 2.7</p>	<p>Communications</p>
<p>MoDOT Northeast District Michael Laks 1711 Hwy. 61 South Hannibal, MO 63401 Phone: (573) 501-0088 Email: michael.laks@modot.mo.gov</p>	<p>Yes Section 2.8</p>	<p>Power Signals Streetlights Communications</p>
<p>Montgomery County PWSD 1 Rich Moore 22673 NW Service Rd. Warrenton, MO 63383 Phone: (636) 456-8277 Email: montgcpwds1@centurytel.net</p>	<p>None</p>	<p>Water Sanitary Sewer</p>

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

2.0 Project Specific Provisions:

2.1 Ameren Missouri Electric - has overhead distribution electric lines and street lighting facilities located throughout the project limits.

2.1.1 Route B – Ameren has overhead distribution electric lines cross Route B at approximately station 33+00 and overhead distribution electric lines on the west side of Route B. Relocation of these facilities is not anticipated. Ameren Missouri Electric will cover any overhead electric lines as needed or requested by the contractor. Contractor shall contact the Ameren Missouri Construction Hotline, (866) 992-6619, 30-days prior to needing the line covered.

2.1.2 Street Lighting – Ameren has the existing power service for street lighting poles. Contractors shall contact the Ameren Construction Hotline (866-992-6619) 30 days prior to being needed to disconnect or connect power service to lighting controllers.

2.1.3 Contractors shall contact Nick Eckelkamp, with Ameren Missouri Electric Telephone (314) 267-7948, with any questions concerning Ameren facilities to ensure contractor operations will not affect their facilities.

2.2 ATT Distribution - has buried communication lines crossing Route A at approximate station 19+70. Although cut work is planned near this line at the westside of Route A, relocation of these facilities is not anticipated. These facilities shall be protected safe in place and contractor shall notify ATT Distribution prior to any grading operations to ensure operations will not affect their facilities. Contractor questions may be directed to Justin Courtouise, ATT Distribution Telephone (636) 448-2136.

2.3 ATT Transmission - has buried communication lines crossing Route A at approximate station 10+90 and communication lines along the NW Service Road on the east side from approximately station 15+00 to approximately station 19+00. Relocation of these facilities is not anticipated. These facilities shall be protected safe in place and contractor shall notify ATT Transmission prior to any grading operations to ensure operations will not affect their facilities. Contractor questions may be directed to Lenny Vohs, ATT Transmission Telephone (816) 275-4014.

2.4 Brightspeed - Brightspeed has buried fiber and copper communication facilities located throughout the project limits.

2.4.1 Route B: Brightspeed has a 24-count fiber along the east side of Route B from approximately station 32+00 to approximately station 38+70. Bright speed has a 24-count fiber, 150 pair copper line, and 50 pair copper cross Route B at approximately station 32+00. Brightspeed also has two peds on the east side of Route B at approximately station 32+00. These facilities are planned to be relocated. This work is anticipated to be completed prior to the contract notice to proceed.

2.4.2 W Veterans Memorial Pkwy: Brightspeed has a 24-count fiber, 150 pair copper line, and 50 pair copper line along the south side of W Veterans Memorial Pkwy (W VMP) on the east side of

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Route B from approximately station 75+00 to station 82+60. These facilities are planned to be relocated. This work is anticipated to be completed prior to the contract notice to proceed.

2.4.3 Route A: Brightspeed has a crossing at approximately station 10+90, relocation of these facilities is not anticipated.

2.4.4 NW Service Road: Brightspeed has a 48-count fiber and 150 pair copper line on the east side from approximately station 15+00 to approximately station 19+00. relocation of these facilities is not anticipated.

2.4.5 Contractor shall notify Brightspeed prior to any grading operations to ensure operations will not affect their facilities. Contractor questions may be directed to Tim Howe, Brightspeed Telephone (765) 273-0705.

2.5 Charter Communications - has a buried communication lines along the east side of Route B from approximately station 33+00 to station 38+70. Charter Communications has a pull box on the east side of Route B at approximately station 33+00 and a buried communication lines cross Route B at approximately station 33+00. These facilities are planned to be relocated. This work is anticipated to be completed prior to the contract notice to proceed. contractor shall notify Charter Communications prior to any grading operations to ensure operations will not affect their facilities. Contractor questions may be directed to James Hake, Charter Communications Telephone (314) 873-9646

2.6 Cuivre River Electric Cooperative (CREC) - has overhead three-phase electric distribution lines on the east side of Route B then crosses to the west side at approximate station 35+00. Two poles, (# 61896 and # 61897) and guy anchors at approximately stations 37+00, 28' LT and 34+90, 29' LT, require adjustment to outside the construction limits. These facilities are planned to be relocated. Adjustment of facilities is anticipated to be completed prior to the contractor notice to proceed. CREC will cover any overhead electric lines as needed or requested by the contractor. Contractor shall contact CREC, three weeks prior to needing the line covered. Contractor questions may be directed to Stan Winkle, with CREC Telephone (636) 695-4841

2.7 Lumen - has buried communication lines along the east side of Ramp 3 and Route A. Lumen also has a buried lines cross Route A at approximately station 14+40. Relocation of these facilities is not anticipated. These facilities shall be protected safe in place and contractor shall notify Lumen prior to any grading operations to ensure operations will not affect their facilities. Contractor questions may be directed to Richard Obremski, Lumen Telephone (314) 378-9931

2.8 MoDOT Northeast District – has lighting facilities throughout the project limits. Removal and replacement new facilities have been incorporated into the contract plans. Contractors shall contact the Ameren Construction Hotline (866-992-6619) 30 days prior to removals being needed at these locations to disconnect power service to lighting controllers. Contractors shall contact the Ameren Construction Hotline (866-992-6619) 30 days prior to being needed to connect power service to lighting controllers. Contractor questions on signals and lighting may be directed to Mike Laks, MoDOT Traffic Electrician or Jonathan Bruner, MoDOT Traffic Operations Engineer, (660) 385-8237.

R. Utilities – J2S3439 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 Missouri Electric Neil Manning 200 N Callahan Rd Wentzville, MO 63385 Phone: (636) 466-6903 - cell Email: nmanning@ameren.com	None Section 2.1	Power
ATT Transmission Lenny Vohs 1425 Oak St. Room 61 Kansas City, MO 64106 Phone: (816) 275-4014 Email: lv2121@att.com	None	Communications
Ameren Missouri Gas Alex Zagorac 200 N Callahan Rd Wentzville, MO 63385 Phone: (636) 466-0784 Email: azagorac2@ameren.com	None Section 2.2	Gas
Brightspeed (formerly Lumen – Local, CenturyLink) 1151 CenturyLink Drive Wentzville, MO 63385 Tim Howe Phone: (765) 273-0705 Email: Tim.Howe@brightspeed.com Daniel Donaldson Phone: (636) 295-0630 Email: Daniel.Donaldson@brightspeed.com	None	Communications

Callabyte Technology Mark Voss 1313 Cooperative Drive Fulton, MO 65251 Phone: (573) 826-2323 Phone: (573) 291-0943 – cell Email: mvoss@callawayelectric.com	None	Communications
Charter Communications - Spectrum 101 Northwest Plaza St Ann, MO 63074 James Hake Phone: (314) 873-9646 Email: james.hake@charter.com Judi Kern Phone: (314) 713-0974 Email: judi.kern@charter.com	None	Communications
City of Jonesburg Cory Eye 106 West Booneslick Road Jonesburg, MO 63351 Phone: (636) 488-5508 Email: jonesburgpublicworks@gmail.com	None Section 2.3	Water Sanitary Sewer
Lumen - National Richard Obremski 11111 Dorsett Road Maryland Heights, MO 63043 Phone: (314) 378-9931 Email: richard.obremski@lumen.com	None Section 2.4	Communications
MoDOT Northeast District Michael Laks 1711 Hwy. 61 South Hannibal, MO 63401 Phone: (573) 501-0088 Email: michael.laks@modot.mo.gov	Yes Section 2.5	Power Signals Streetlights Communications

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. 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.

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2.0 Project Specific Provisions:

2.1 Ameren Missouri Electric – has the existing power service for street lighting poles. Contractors shall contact the Ameren Construction Hotline (866-992-6619) 30 days prior to being needed to disconnect or connect power service to lighting controllers. Contractors shall contact Neil Manning, with Ameren Missouri Electric, with any questions concerning Ameren facilities to ensure contractor operations will not affect their facilities.

2.2 Ameren Missouri Gas - has a buried High-Pressure gas main crosses Route E at approximately station 12+97. Proposed guardrail work is planned to be within the limits of the facilities, but no conflicts are anticipated. Contractors shall contact Ameren Gas to arrange having an Ameren representative when working within 15 ft of the High-Pressure gas main. Contractors shall contact Alex Zagorac, with Ameren Missouri Gas, with any questions concerning Ameren facilities to ensure contractor operations will not affect their facilities.

2.3 City of Jonesburg – has a buried sewer main crosses Route E at approximately station 10+84. Proposed guardrail work is planned to be within the limits of the facilities, but no conflicts are anticipated. These facilities shall be protected safe in place and contractor shall notify City of Jonesburg prior to any grading operations to ensure operations will not affect their facilities. Contractor questions may be directed to Cory Eye, with City of Jonesburg, with any questions concerning City of Jonesburg facilities.

2.4 Lumen - has a buried communication lines cross Route E at approximately station 13+24. Proposed guardrail work is planned to be within the limits of the facilities, but no conflicts are anticipated. These facilities shall be protected safe in place and contractor shall notify Lumen prior to any grading operations to ensure operations will not affect their facilities. Contractor questions may be directed to Richard Obremski, with Lumen, with any questions concerning Lumen facilities.

2.5 MoDOT Northeast District – has lighting facilities throughout the project limits. Removal and replacement new facilities have been incorporated into the contract plans. Contractors shall contact the Ameren Construction Hotline (866-992-6619) 30 days prior to removals being needed at these locations to disconnect power service to lighting controllers. Contractors shall contact the Ameren Construction Hotline (866-992-6619) 30 days prior to being needed to connect power service to lighting controllers. Contractor questions on lighting may be directed to Mike Laks, MoDOT Traffic Electrician or Jonathan Bruner, MoDOT Traffic Operations Engineer, (660) 385-8237.

S. Optional Pavements JSP 06-06H

1.0 Description. This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

2.0 The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

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2.1 No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

2.2 No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans. When A2 shoulders are specified, payment for aggregate base will be as shown on the plans.

2.3 The grading shown on the plans was designed for the thinner pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

2.4 The contractor shall comply with Sections 401 through 403 for the asphalt option and Sections 501 and 502 for the concrete option.

2.5 Pavement options composed of Portland cement concrete shall have contrast pavement marking for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall be in accordance with Section 620. No additional payment will be made for the contrast pavement markings.

3.0 Method of Measurement. The quantities of concrete pavement will be measured in accordance with Section 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22.

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for at the contract unit bid price for Item 401-99.05, Optional Pavement, per square yard.

4.1 For projects with previously graded roadbeds, any additional quantities required to bring the roadway subgrade to the proper elevation will be considered completely covered by the pay item for Subgrading and Shouldering.

4.2 Price Adjustment for Fuel. If the contractor accepts the option for fuel adjustment in the bid proposal, a fuel adjustment will be applied in accordance with Sec 109.14 for the type of pavement constructed.

T. Disposition of Existing Lighting Equipment JSP-15-05A

1.0 Description. All lighting equipment noted in the plans shall be removed by the contractor and delivered to the following location:

Warren County Commission's Maintenance Lot
800 West Booneslick Road
Warrenton, MO 63383
Phone: (636) 456-3436

2.0 The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

3.0 Basis of Payment. Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.

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

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

2.0 Disassembly and Delivery.

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

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

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

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

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

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

V. Excess Material

1.0 Description. Grading work for these improvements will result in excess material. It is the Contractor's responsibility to dispose of all excess material off the right of way at locations furnished by the contractor.

2.0 Basis of Payment. Payment for this work, including all materials, equipment, labor, and work will be made under the bid items for grading included in the contract.

W. Damage To Existing Pavement, Shoulders, Side Roads, and Entrances

1.0 Description. This work shall consist of repairing any damage to existing pavement, shoulders, side roads, and entrances caused by contractor operations or detouring of traffic within the project limits.

2.0 Construction Requirements. Any cracking, gouging, or other damage to the existing pavement, shoulders, side roads, or entrances resulting from general construction or detouring traffic shall be repaired within twenty-four (24) hours of the time of damage at the contractor's expense. Repair of the damaged areas shall be as approved by the engineer.

3.0 Method of Measurement. No measurement of damaged pavement, shoulders or side roads, or entrances as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor operations or detouring of traffic.

X. Mowing JSP-00-11

1.0 Description. This work shall consist of mowing all right of way within the construction limits of the project as approved or directed by the engineer.

2.0 Construction Requirements. The contractor shall be responsible for controlling the height of vegetation for traffic safety, including at approaches, crossings, and intersections with abutting property to highways, railroads, trails, roads, and streets.

2.1 The contractor shall be responsible for mowing from the notice to proceed date to final acceptance of the project by the engineer. The contractor will not be responsible for mowing any section of the project where partial acceptance has been made by the engineer.

2.2 Mowing shall be performed in a workmanlike manner with no rutting, scalping or any other resulting unsightly conditions. If mowing is determined by the engineer to be unsatisfactory, the contractor shall mow the area again at no cost to the Commission. All damaged areas shall be restored to the satisfaction of the engineer by the contractor at the contractor's expense.

3.0 Method of Measurement.

3.1 Measurement of mowing will be made to the nearest 0.1 acre for the actual area mowed per mowing operation. The total quantity measured will be the summation of all the areas approved by the engineer.

4.0 Basis of Payment. The accepted quantities of mowing will be paid for at the contract unit price.

Y. Use of Crossovers and Truck Entrances JSP-04-10

1.0 Description. The contractor is advised that at no time shall the contractor be allowed to use the existing median crossovers or install temporary crossovers to turn around during hauling

operations or for the moving of equipment. The contractor is also prohibited from constructing any temporary entrances to the mainline of the interstate.

2.0 Basis of Payment No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provision.

Z. No Open Burning NJSP 21-05

Delete Sec 201.2.5.1 and substitute with the following:

201.2.5.1 No Open Burning. The contractor is encouraged to harvest marketable timber, utilize mulched timber for erosion control and utilize excess mulch for composting. Open burning of trees and other brushy material shall not be allowed on the project site or on a tract immediately adjacent to the project site. No additional payment will be made for compliance with this provision.

AA. Additional Flaggers

1.0 Additional flagger(s) and appropriate construction signs shall be provided at each of the specified locations when work zone extends through the following intersections and/or approaches:

- a) State Routes
- b) Sideroads
- c) Commercial Entrances
- d) Ramps

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

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

1.0 Delete Sec 616.11 and insert the following:

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

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

2.0 Delete Sec 616.12 and insert the following:

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

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

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

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

- (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.
- (b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.

(c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.

(d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

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

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

CC. Truck Mounted Attenuator (TMA) for Stationary Activities JSP-23-04

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

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

2.1 I-70 Closure.

- (a) TMAs used during the closure of I-70 for demolition of existing Route A/B & Route E/Y bridges.
- (b) Place one (1) TMA in the right lane of I-70 past the exit ramp in the EB and WB directions during closure.

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

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

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

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

DD. Office for Engineer

1.0 Description. This work shall consist of furnishing and maintaining an office for the engineer in accordance with the contract. The location of the office shall be coordinated in order to serve both J2S3438 and J2S3439.

2.0 Construction Requirements.

2.1 The contractor shall provide the office as the first order of work. The office shall be located on the project right of way unless another suitable location is approved by the engineer.

2.2 Unless otherwise approved by the engineer, the office shall be 200 square foot. The office shall have sanitary facilities and other facilities required in the contract. This trailer shall be so constructed as to provide finished walls, floor covering, adequate lighting fixtures and a minimum number of partitions or attachments which will reduce the effective working area.

2.3 The trailers shall be weatherproof, insulated and with central air-conditioning and heating facilities capable of maintaining a temperature of 72 F (22 C).

2.4 Adequate light, both artificial and natural, along with a sufficient number of windows to provide acceptable ventilation, shall be provided. All doors and windows shall be equipped with vandal resistant grills and locking devices. Electric, water and sanitary hookups shall be provided.

2.5 Furniture in acceptable condition shall be provided by the contractor in the following quantities:

- 2 - Desks
- 3 - Swivel Chairs
- 2 - Filing Cabinets (3 drawer)
- 1 - Steno Chair
- 1 - Electric Water Cooler

2.6 The contractor shall furnish one 10 pound (4.5 kg) dry chemical type fire extinguishers, including refills and inspection as necessary, and aggregate surfaced parking area of sufficient capacity for four vehicles. If specified in the contract, the contractor shall furnish and install a 6 foot (1830 mm) chain-link fence.

2.7 The trailers, equipment and furnishings shall remain the property of the contractor, and after being vacated by the Resident Engineer, all portions of the installation on the right of way shall be promptly removed. The right of way shall be restored to a satisfactory condition.

3.0 Basis of Payment. The accepted office for engineer complete with furnishings, maintenance, all utilities and heating facilities, including operation and fuel, fence if required, ground rentals, labor, tools, supplies and removal, will be paid for at the contract unit price.

Item Number	Description	Unit
615-10.00	Office for Engineer	Months

EE. 4 In. White High Build Waterborne Pavement Marking Paint, Type L Beads

1.0 Description. This work shall consist of furnishing and installing permanent pavement marking as shown on the plans, as specified herein or as directed by the engineer.

2.0 Material. Material for application shall be as specified in Sec 620.20.2.2.

3.0 Construction Requirements. Construction requirements shall be as specified in Sec 620.20.3.2.3.

4.0 Method of Measurement. Final measurement shall be as specified in Sec 620.20.4.

5.0 Basis of Payment. The accepted quantity of 4 In. White High Build Waterborne Pavement Marking Paint, Type L Beads, complete in place, will be paid for at the contract unit price for:

Item No.	Units	Description
620-99.03	L.F.	4 In. White High Build Waterborne Pavement Marking Paint, Type L Beads

FF. Special Conditions for Environmentally Sensitive Area (J2S3438)

1.0 Description. The contractor is notified that the project occurs immediately adjacent to the McFaden Cemetery #1 and a National Register of Historic Places (NRHP) determined eligible environmentally sensitive site. The cemetery and sensitive site are located in the northeast interchange quadrant adjacent to the North Service Road as shown in the roadway plans and labeled “Do Not Disturb.” In addition, signs are located along the North Service Road identifying the limits of the site. The signs state SENSITIVE AREA.

This special provision has been written to keep this project in compliance with Federal Law. The intent of this special provision is to prevent construction impacts to the cemetery and environmentally sensitive site and to preserve it in place. Prior to implementation of any exceptions, changes, or modifications to this provision the contractor, the MoDOT Resident Engineer, and the MoDOT Historic Preservation Specialist must mutually agree.

2.0 Construction Requirements. The contractor shall use extreme care in this area by prohibiting construction operations and construction traffic on the area. No time extensions will be granted due to the contractor’s failure to comply with this provision.

3.0 Method of Measurement. These items will not be measured for payment.

4.0. Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to avoid the cemetery and environmentally sensitive area.

GG. Slurry and Residue Produced During Surface Treatment of PCCP and Bridge Decks JSP-06-05A

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.

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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.

HH. Cooperation Between Contractors

1.0 Description. Projects occurring near or within the project limits of J2S3438 and J2S3439.

1.1 J2I3309. A resurfacing project on I-70, J2I3309, has been awarded to Emery Sapp & Sons, Inc. and will occur during the construction of J2S3438 and J2S3439.

1.2 JST0020. A Design-Build project on I-70, JST0020, has been awarded to Improve 70 Alliance and will occur during the construction of J2S3438 and J2S3439.

2.0 Construction Requirements. Construction requirements shall conform to Missouri Standard Specifications in Section 105.6.

3.0 Basis of Payment. No direct payment will be made for any cost associated with this provision.

II. Logo Signs

1.0 Description. The existing logo signs within the project limits will require relocation during multiple project stages. Notice shall be given to the contact below two weeks prior to the need for each logo sign relocation.

Missouri Logos
Ron Young, General Manager
4742-A Country Club Drive
Jefferson City, MO 65109
Email: ryoung@interstatelogos.com
Phone: 573-893-6662

1.1 Construction requirements shall conform to Missouri Standard Specifications, General Provisions, Supplemental Guide Signs.

2.0 Basis of Payment. No direct pay will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions.

JJ. Top Mounted Luminaire

1.0 Description. This work shall consist of furnishing and installing LED-C top mounted luminaires as indicated in the plans.

2.0 Construction Requirements. Luminaires shall be vertical top mount type (pole top mount) with a slip-fitter that accommodates a standard 2-inch top mount. Available types are listed on the MoDOT approved products list and must meet all MoDOT Specifications. The contractor shall coordinate the pole top mount size with the luminaire mount to ensure compatibility. All luminaires for this project shall be low tilt. All necessary mounting brackets and hardware shall be included in the payment for the luminaire.

3.0 Basis of Payment. Payment for furnishing and installing top mounted luminaires shall include all materials, equipment, tools, labor, and work incidental thereto, and shall be considered completely covered by the contract unit price for Item Number 901-99.02, Top Mounted LED-C Luminaire, per each.

KK. Top Mount Light Pole

1.0 Description. This work shall consist of furnishing and installing 45' top mount poles as indicated in the plans.

2.0 Construction Requirements. Top mount poles shall conform to the Type AT lighting poles and shall be fabricated with a circumferentially welded top mount and top plate to accept the top mounted luminaries. The top mount shall extend 4" above the top of the pole and meet AASHTO loading requirements for the luminaires selected by the contractor. The top mount shall be made of the same material as the pole shaft, be constructed as a one-piece pole and top mount unit by the manufacturer and have an outside diameter that accepts the appropriate luminaire slip fitter. Pole and top mount shall conform to all MoDOT Specification and material requirements.

3.0 Basis of Payment. Payment for furnishing and installing top mount poles shall include all excavation, materials, equipment, tools, labor, and work incidental thereto, and shall be completely covered by the contract unit price for Item Number 901-99.02, Top Mount Light Pole, 45 FT., per each.

LL. Pavement, Approach, and Bridge Smoothness

1.0 Description. The contractor will be responsible to provide a smooth riding surface on new pavements, approach slabs, bridges, roundabouts, and any transition areas within the new construction project limits.

2.0 Construction Requirements. The contractor will be required to meet Missouri Standard Specification 610 and exceptions identified in 610.4.2.2 are not applicable on the project. The contractor will be required to meet the specifications identified for a less than or equal to 45 mph posted speed. No bonus or deductions will be based on the International Roughness Index (IRI) on this project, however the final driving surface must be within the acceptable index range.

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

MM. Temporary Connection (J2S3438)

1.0 Description. The contractor shall construct a temporary connection to provide a smooth transition from existing Route A to the proposed Route A alignment on the northern portion of the project (Approximately Route A Station 14+00 to 15+50). This work shall consist of constructing the temporary connection, plus providing temporary striping and signing. The temporary pavement thickness and material type shall be provided by the contractor and approved by the engineer. The temporary connection shall be maintained by the contractor for the duration of its use.

3.0 Basis of Payment. Payment for this work, including material, equipment, labor, and work required for the installation, maintenance, and removal of the temporary connection shall be paid for as a project lump sum under the bid item 401-99.01, Temporary Connection.

NN. Guardrail Grading Requirements JSP-17-02B

1.0 Description. Guardrail installation and grading shall be in accordance with Missouri Standard Specifications for Highway Construction, Missouri Standard Plans for Highway Construction, and as described herein.

2.0 Construction Requirements. When guardrail and/or end treatment removal and replacement requires grading of the shoulder and/or slopes, Section 606.3.1(b), (c), and 606.3.1.1 of the Missouri Standard Specifications shall be waived and the following shall apply:

- a) Along roadways and shoulders, remove no more guardrail than can be reconstructed within seven (7) calendar days, including weekends and holidays. The seven day counting period shall start when the first piece of safety hardware is removed.
- b) The active work zone area that encompasses the guardrail and/or end treatment reconstruction, shall not exceed one (1) mile in length. The contractor shall be required to provide and maintain approved channelizing devices adjacent to the reconstruction area.
- c) Only one-side of the roadway shall be worked on at the same time. Divided facilities shall be limited to work on one-side of each direction at the same time.
- d) When the removal of any existing safety hardware device exposes non-breakaway obstacles, the reconstruction of the safety hardware device protecting the obstacle shall be replaced within 48 hours of removal or an approved temporary crashworthy device shall be provided, installed, and maintained at the contractor's expense until the non-breakaway obstacle is permanently protected. The 48 hour counting period shall start when the first piece of safety hardware is removed.
- e) Areas where guardrail and/or end treatments have been removed, but not yet replaced, shall be delineated in accordance with plans or as directed by the Engineer.

3.0 Non-Compliance. Non-compliance with this provision shall result in the immediate suspension of work in accordance with Sec 105.1.2. No work, including but not limited to

additional guardrail removal and grading, shall be allowed to proceed except for work necessary to restore guardrail installation.

4.0 Basis of Payment. No direct payment will be made for compliance with this provision. Guardrail items, grading, and temporary traffic control devices will be paid for as provided in the contract.

OO. 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.

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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.

PP. MoDOT's Construction Workforce Program NJSP-15-17A

1.0 Description.

1.1 Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity”. These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

1.2 The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

1.3 The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT’s Construction Workforce Program herein called Program.

1.4 This provision does not require pre-qualification nor is it a condition of award.

1.5 The Program does not eliminate or limit any actions the US DOL may take in relation to this contract’s federal provisions.

1.6 The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

1.7 Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

1.8 It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project’s county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

1.9 If the contractor’s existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not be apply.

1.10 Contractor’s Workforce Plan. The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor’s plan includes project manager, direct project support roles, project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

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1.11 The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

1.12 If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

1.13 The Contractor's workforce plan may include existing construction support and professional services staff.

2.0 Forms and Documentation. The bidder must submit the following documents if awarded the contract:

Cumulative Workforce Utilization Reports. This report is contract specific. One report shall be submitted to the Engineer by the 15th of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

3.0 Methods for Securing Workforce Participation and Good Faith Efforts.

3.1 *By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.*

3.2 The Engineer, through consultation with MoDOT's External Civil Rights (ECR's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

3.3 In evaluating good-faith efforts, the ECR's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

3.4 MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

3.5 If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's ECR Division, the conditions as outlined and made available through this provision.

4.0 Compliance Determination. (Required with project closeout) All documentation and on-site information will be reviewed by MoDOT's ECR Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

5.0 Liquidated Damages. If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

6.0 Administrative Reconsideration. The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's ECR's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

7.0 Available Pre-Apprentice Training Programs. The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

8.0 Independent Third-Party Compliance Monitor (Monitor). MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

9.0 Regional Diversity Council (Council). (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.
- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

TABLE 1:

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7

Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

Job No.: J2S3438 J2S3439
Route: A E
County: Warren Montgomery

QQ. Delayed Access to Parcels Pending Acquisition (J2S3438)

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

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

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

Parcel 1, anticipated possession January 15, 2025

Parcel 2, anticipated possession January 15, 2025

4.0 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.