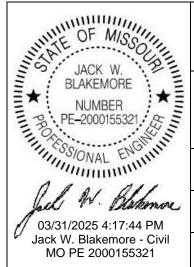
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# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636

CRAWFORD, MURPHY & TILLY, INC. One Memorial Drive, Suite 500 St. Louis, MO 63102

Certificate of Authority: 000631 Consultant Phone: 314-436-5500

If a seal is present on this sheet, JSP's have been electronically sealed and dated.

JOB NUMBER: JSLM0057 FRANKLIN COUNTY, MO DATE PREPARED: 3/01/25

ADDENDUM DATE:

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

# JOB SPECIAL PROVISION

# A. General - State JSP-09-03K

- **1.0 Description.** The Federal Government is not participating in the cost of construction of this project.
- **1.1** This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The current State Wage Rates can be found on the Missouri Department of Transportation web page at <a href="https://www.modot.org">www.modot.org</a> under "Doing Business with MoDOT", "Contractor Resources" for the applicable bid opening. This supplemental bidding document has important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

# State Wage Rates

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2024 Missouri Standard Plans For Highway Construction

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

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

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

Notice to Proceed: July 7, 2025 Contract Completion Date: May 15, 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
JSLM0057 N/A \$1,800

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

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

- **1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.
- 1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.
- **1.2 Work Zone Deficiencies.** Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

#### 2.0 Traffic Management Schedule.

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

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

- **2.3** The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.
- **2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.
- 2.5 Traffic Congestion I-44 WB. 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 gueues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.
- **2.5.1 Traffic Congestion N. Service Road.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

#### 2.5.2 Traffic Safety.

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

means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

- **2.6 Transportation Management Plan.** The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.
- **2.7 Traffic Management Center (TMC) Coordination.** The Work Zone Specialist (WZS) or their designee shall contact by phone the MoDOT Traffic Management Center (KC Scout TMC at #816-347-2250 or Gateway Guide TMC at #314-275-1513) within five minutes of a lane or ramp closure beginning and within five minutes of a lane or ramp closure being removed. The WZS shall make this phone call 24 hours a day, 365 days of the year since the MoDOT Traffic Management Centers are always staffed.

#### 3.0 Work Hour Restrictions.

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

Memorial Day Labor Day Thanksgiving Christmas New Year's Day

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

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

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

**3.3** The contractor shall be aware that traffic volume data indicates construction operations on the roadbed between the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the above work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer. Any work requiring a reduction in the number of through lanes will not be allowed at the following locations and times:

North Service Rd.: No restrictions

I-44 Westbound: 6:00 a. m. – 8:00 p. m. (all days)

- **3.4** Any work requiring a reduction in the number of through lanes of traffic on I-44 WB shall be completed during nighttime hours. Nighttime hours shall be considered to be 8:00 p.m. to 6:00 a.m. on I-44 WB. This nighttime work hour restriction does not apply to the N. Service Road.
- **3.5** The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.
- **3.5.1** The said liquidated damages specified will be assessed regardless if it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

#### 4.0 Detours and Lane Closures.

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

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

#### 5.0 Allowable Work Zone Posted Speed Reductions

- **5.1** The current posted speed limit shall be used for the erection of all work zone temporary traffic control measures.
- **5.2** The Contractor shall be allowed to reduce the posted speed limit by 10 miles per hour in segments of the project approved by the Engineer.
- **6.0 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.

<u>Transportation Management Center</u> 314-275-1500

Missouri State Highway Patrol (Troop C)

636-300-2800

St. Clair Police Department

Police: 636-629-1313

St. Clair Ambulance District

636-629-2216

St. Clair Fire Protection District

636-629-2727

Franklin County Sheriff

636-583-2560

- **2.1** This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.
- **2.2** The contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with law enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

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

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

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

Aaron J. Groff, Project Contact St. Louis District 1590 Woodlake Drive Chesterfield, MO 63017

Telephone Number: 314-453-1876 Email: aaron.groff@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-18-01FF

• Compliance with <u>2 CFR 200.216 – Prohibition on Certain Telecommunications and Video</u> Surveillance Services or Equipment.

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

- Stormwater Compliance Requirements
- **1.0 Description.** This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.
- **1.1 Definitions.** The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the "permitted site", as defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the

project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

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

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

#### 2.1 Duties of the WPCM:

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

activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

- **3.1 Hold Point.** Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.
- **4.0 Inspection Reports.** Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a webbased Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).
- **5.0 Stormwater Deficiency Corrections.** All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.
- **5.1 Liquidated Damages.** If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines, and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.
- **6.0 Basis of Payment.** No direct payment will be made for compliance with this provision.
- Delete Sec 106.9 in its entirety and substitute the following:

#### 106.9 Buy America Requirements.

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

# 106.9.1 Buy America Requirements for Iron and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore,

any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

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

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

- **106.9.2** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.
- **106.9.3** "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.
- **106.9.4** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.
- **106.9.4.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.
- **106.9.4.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form (<u>link to certificate form</u>) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon

request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

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

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

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

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

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

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

#### 106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
  - (i) Processed into a specific form and shape; or
  - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

- **106.9.7.1** Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.
- **106.9.7.2** Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.
- Pavement Marking Paint Requirements for Standard Waterborne and Temporary
- **1.0 Description.** High Build acrylic waterborne pavement marking paint shall be used in lieu of standard acrylic waterborne pavement marking paint for all Standard Waterborne Pavement Marking Paint items and all Temporary Pavement Marking Paint items. Paint thickness, bead type, bead application rate, retroreflectivity requirements, and all other specifications shall remain as stated in the Missouri Standard Specifications for Highway Construction, except as otherwise amended in the contract documents.
- **2.0 Material Requirements.** Material requirements for Sec 620.20.2.5 Standard Waterborne Paint, and Sec 620.10.2 Temporary Pavement Marking Paint shall be per Sec 1048.20.1.2 High Build Acrylic Waterborne Pavement Marking Paint.
- Third-Party Test Waiver for Concrete Aggregate
- **1.0 Description.** Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.
- **2.0 Material.** All aggregate for concrete shall be in accordance with Sec 1005.
- **2.1** MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.
- **2.2** AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.
- 2.3 Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

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

- **3.1** The testing facility shall be AASHTO accredited.
- **3.1.1** For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.
- **3.1.2** Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.
- **3.2** The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.
- **3.3** Results, no more than five years old, from the third-party test facility shall compare within ±2.0 percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.
- **3.4** When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.
- 3.5 Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.
- **4.0 Method of Measurement.** There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.
- **5.0 Basis of Payment.** No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

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

**15.0 Bidder's List Quote Summary.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

#### • Add Sec 102.7.9 to include the following:

**102.7.9 Bidder's List Quote Summary.** Each bidder shall submit with each bid a summary of all subcontractors, suppliers, manufacturers, and truckers considered on federally funded projects pursuant to 49 CFR 26.11. The bidder will provide the firm's name, the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder's List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

# G. <u>Utilities</u> 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>	Known Required Adjustment	<u>Type</u>
Ameren Electric Jemery Dace Phone: (314) 210-5224 Email: JDace@ameren.com	None	Electric
AT&T-D Justin Courtosie Phone: (636) 448-2136 Email: JC6660s@att.com	None	Communications
Charter Mark Marrow Phone: (636) 667-6298 Email: Mark.Morrow@charter.com	None	Communications

City of St. Clair Jason Ivie Phone: (636) 629-0333 Email: jasoniviestclair@icloud.com	None	Water and Sewer
Lumen Rich Obremski Phone: (314) 378-9931 Email: Richard.Obremski@Lumen.com	None	Communications
MoDOT Facilities Larry Joedicke Phone: (314) 343-9505 Email: <a href="mailto:lawrence.joedicke@modot.mo.gov">lawrence.joedicke@modot.mo.gov</a>	Yes Section 2.0	Water Service Line
PrePass Silas Oney Phone: (319) 230-2104 Email: Silas.Oney@prepass.com	Yes Section 3.0	Communications
Spire Brian Langenbacher Phone: 314-758-7767 Email: Brian.Lagenbacher@spireenergy.com	None	Gas

- 1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. 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 MoDOT Facilities:** MoDOT Facilities within the weigh station scope limits include the following facilities: electrical, communication, water, and sanitary valve housings. MoDOT is a member of Mo One Call. The contractor shall also coordinate directly with the MoDOT Facilities Department by allowing MoDOT Facilities to locate and direct the contractor on how to protect the underground facilities and adjust the valve housings to the proposed pavement elevation. MoDOT's Facilities Manager is Larry Joedicke (<a href="mailto:lawrence.joedicke@modot.mo.gov">lawrence.joedicke@modot.mo.gov</a> or 314-343-9505).
- **3.0 Prepass:** PrePass maintains equipment adjacent to weigh stations to allow commercial vehicles to by-pass weight stations and communicate directly with weigh stations. PrePass has inactive electrical cable conduits within the job limits of the road contractor's excavations. The contractor is advised to coordinate with Prepass by allowing Prepass' representative to locate and direct the contractor on how to protect the underground cable conduits in-place. The

contractor shall contact PrePass prior to performing any excavations within the project limits. PrePass is a member of MO One Call but many existing PrePass conduits are empty within the job site. The PrePass contact is Silas Oney (<u>Silas.Oney@prepass.com</u>, phone number 319.230.2104).

- **4.0** If any utility facilities are discovered the contractor shall contact MoDOT's Franklin County Utility Coordinator, Michael Robinson at (314) 648-4079. District Utility Staff will determine whether adjustment of the utility is necessary, if alternate construction methods will be required, or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified.
- **5.0 Basis of Payment:** No direct payment shall be made for compliance with this provision unless specified elsewhere in the contract document.
- H. Contractor Quality Control NJSP-15-42
- **1.0** The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

#### 2.0 Quality Control Plan.

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third-party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (<a href="www.modot.org/quality">www.modot.org/quality</a>).
- **3.0 Quality Control Testing and Reporting.** Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.
- **3.1 Reporting of Test Results.** All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.
- **3.1.1** Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website. All required forms, reports and material certifications shall be uploaded to a Microsoft SharePoint® site provided by MoDOT, and organized in the file structure established by MoDOT.
- **3.2 Non-Conformance Reporting.** A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not

meet the testing requirements or for any work that does not comply with the contract terms or specifications.

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

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

#### 4.0 Work Planning and Scheduling.

- **4.1 Two-week Schedule**. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.
- **4.2 Weekly Meeting.** When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.
- **4.3 Pre-Activity Meeting.** A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.
- **4.4 Hold Points.** Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.
- **4.4.1** A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.
- **4.4.2** Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.
- **5.0 Quality Assurance Testing and Inspection.** MoDOT will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection

checklists provided in the ITP as a guide to minimize findings by MoDOT inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

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

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

# I. <u>Use of Crossovers and Truck Entrances</u> 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.

# J. Compacting In Cut

- **1.0 Description.** This work shall consist of cut compaction in all Class A material areas and in all unclassified material areas that meet the requirements of Sec 203.2.2 after removal of the roadway excavation material to the required section. This work shall be performed in accordance with the specifications and as shown on the plans or directed by the engineer.
- **2.0 Construction Requirements.** Construction requirements for Compacting in Cut shall be as specified in Sec 203.5 (including all subsections).
- **3.0 Method of Measurement.** Compacting In Cut will be measured to the nearest 1/10 station along the construction baseline of the roadbed regardless of width, and will include any required compaction of the original ground under shallow embankments. For the purpose of measurement, this project will have one roadbed which will include the entire width of the paved improvements (weigh scale lane, weigh scale bypass lane, median, shoulder, paved approach, and lot area). Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity.
- **4.0 Basis of Payment.** Compacting In Cut shall be paid for as specified in Sec 203.9.

Item No.	Unit	Description
203-70.75	Station	Compacting In Cut

No direct payment will be made for water required in compaction work. Any costs involved in reducing the moisture content in soils will be at the contractor's expense.

# K. Adjusting Sewer Cleanout to Grade

**1.0 Description.** This work shall consist of adjusting sewer cleanouts, water valves, water meters, basins/inlets, and manholes that are within areas where either new sidewalks, curb ramps,

approaches, or pavements are to be constructed as shown on the plans. The contractor shall verify the type of frame and cover in the field before performing the work. The adjustments shall be made to match the final proposed grade.

- **2.0 Construction Requirements.** Adjusting manholes and adjusting basins or inlets shall be done in accordance with Sec 604 except as modified herein.
- **2.1** Adjustments, extensions, and/or lowering of utility and any related excavation and backfill shall be constructed as approved by the Engineer. For MoDOT owned facilities, adjustments shall conform to the current Missouri Standard Specifications for Highway Construction. For MSD owned facilities, adjustments shall conform to current MSD Standards and Specifications. Adjustments for inlets require the top lid slopes to be adjusted to less than 2% slope in all directions and some of these inlets need to be raised to the final sidewalk grade. These are called out in the plans as "adjust inlet top". Adjustments shall be completed so that the finished sidewalk, ramp, approach, or pavement meets current ADA standards.

# 3.0 Basis of Payment.

**3.1** All costs for materials, equipment, labor, and installation shall be included in the cost for adjusting the sewer cleanouts, water valves, water meters, basins/inlets, and manholes.

Pay Item Number	Description	Unit
604-99.02	Adjusting Sewer Cleanout to Grade	Each

# L. <u>Drive Gate (4' x 40' Double)</u>

- **1.0 Description.** This work shall consist of furnishing and erecting a drive gate as shown on the plans or as directed by the engineer.
- **2.0 Material.** All material shall be in accordance with Division 1000, Material Details, and specifically Sec 1043.
- **3.0 Construction Requirements.** The drive gate shall be constructed in accordance with applicable portions of Sec 607.10.3. (including all subsections) and as specified herein.
- **3.1** The contractor shall submit shop drawings for the drive gate for review and approval by the engineer. The drive gates shall be installed in accordance with the manufacturer's approved shop drawings, recommendations and as shown on the plans, or as directed by the engineer.
- **3.2** The drive gate shall have a nominal height of 4' and a clear drive opening of 40' (each individual gate of the 40' drive gate shall have a nominal opening width of 20'). Drive gate shall have either a rectangular shape or a triangular shape. Center rests of an approved design shall be installed for rectangular shaped double drive gates.
- **3.3** Each individual gate shall have its own gatekeeper/tie-back post. Gatekeeper/tie-back posts shall be erected after the gates are installed in order to account for the dead load deflection of the gates and to correctly locate the gatekeeper/tie-back mechanism.
- **3.3** Gate posts and gatekeeper/tie-back posts shall be set plumb, true to line and grade. Gate posts and gatekeeper/tie-back posts shall be set in concrete. Concrete for footings shall be Class

B concrete or a commercial mixture in accordance with Sec 501. The concrete footings shall be uniform thickness around the gate posts and gatekeeper/tie-back posts and shall have a cone or dome shaped top. Drive posts and gatekeeper/tie-back posts damaged during installation shall be removed and replaced at the contractor's expense.

- **3.4** Contractor to provide a key operated padlock keyed to a number approved by the site superintendent and appropriate locking latch for the gate. Two (2) keys shall be provided for each padlock.
- **3.5** Four (4) object marker signs (OM4-3, 18"x18") shall be attached to the gate. Signs shall be spaced at 8' along the 40' length of the gate. Signs shall be thru-bolted to the gate. The holes for the bolts shall be drilled.
- **4.0 Method of Measurement.** Measurement of drive gates will be made for each unit assembled, installed and complete in place. Double drive gates will be considered a single unit.
- **5.0 Basis of Payment.** The accepted quantity of drive gates, complete in place, will be paid for at the contract unit price for:

Item No.	Unit	Description
607-99.02	Each	Drive Gate (4' x 40' Double)

No direct payment will be made for concrete footings, padlocks and keys, OM4-3 signs, post hole excavation or for excavations and embankment necessary to smooth the area under the gate.

- M. 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 Entrance Construction/Deconstruction –** All work requiring a lane closure along the N. Service Rd. to construct the new paved approach and to remove the two existing entrances from Sta. 2+13.06 Lt. to Sta. 8+31.21 Lt.
- **2.2 Work Along I-44 WB Outside Shoulder –** All work within the unpaved/ditch area between the I-44 WB outside shoulder and the weigh scale bypass lane from Sta. 2+28.56 Rt. to Sta. 11+95.61 Rt.
- **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.

Item No.	Unit	Description
612-30.01	Lump Sum	Truck Mounted Attenuator (TMA)

# N. <u>Lump Sum Temporary Traffic Control</u> JSP-22-01A

#### 1.0 Delete Sec 616.11 and insert the following:

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

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

#### 2.0 Delete Sec 616.12 and insert the following:

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

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.

- (g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.
- (h) Construction and removal of temporary equipment crossovers, including restoring preexisting crossovers.
- (i) Provide and maintaining work zone lighting and work area lighting.
- **616.12.1 Lump Sum Temporary Traffic Control.** Traffic control items grouped together in the contract or plans for lump sum payment shall be paid incrementally per Sec 616.12.1.1. Alternately, upon request from the contractor, the engineer will consider a modified payment schedule that more accurately reflects completion of traffic control work. No payment will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer. Additional items directed by the engineer will be paid for in accordance with Sec 109.4. No adjustment to the price will be made for overruns or underruns of other work or for added work that is completed within existing work zones.
- **616.12.1.1 Partial payments**. For purposes of determining partial payments, the original contract amount will be the total dollar value of all original contract line items less the price for Lump Sum Temporary Traffic Control (LSTTC). If the contract includes multiple projects, this determination will be made for each project. Partial payments will be made as follows:
  - (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.
  - (b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.
  - (c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.
  - (d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

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

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

#### O. <u>Protection of Existing Features</u>

**1.0 Description.** The contractor is advised that at no time shall he/she be allowed to drive on or store equipment/material on the existing concrete pavement (including the scale), the existing concrete sidewalk and the existing concrete median around the scale house and inspection building. The contractor shall protect these features by placing type II moveable barricades and channelizers (trim lines) around these features as directed by the engineer.

**2.0 Basis of Payment.** Payment for all labor, equipment, materials, and incidental work for furnishing, placing, and removing type II moveable barricades and channelizers (trim lines) shall be included in the contract unit price for the following:

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

- P. Preformed Thermoplastic Pavement Marking, International Symbol of Accessibility, Blue
- **1.0 Description.** This work shall consist of furnishing and placing preformed thermoplastic pavement marking (international symbol of accessibility) in accordance with the manufacturer's recommendations at locations shown on the plans or as directed by the engineer. Glass beads, when required, shall be in accordance with Sec 620.30.
- **2.0 General.** General requirements for preformed thermoplastic pavement marking (international symbol of accessibility) shall be as specified in Sec 620.2 (including all subsections) and Sec 620.20.1 (including all subsections).
- **3.0 Material.** All material shall be as specified in Sec 620.20.3.2.2.
- **4.0 Construction Requirements.** Construction requirements shall be as specified in Sec 620.20.3.2.3 (including all subsections) and as specified herein.
- **4.1** The geometry and dimensions of the preformed thermoplastic pavement marking (international symbol of accessibility) shall be as detailed in the plans and in accordance with Sec 3B.22 of the 11<sup>th</sup> Edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
- **4.2** The color of the preformed thermoplastic pavement marking (international symbol of accessibility) shall be blue.
- **5.0 Acceptance.** Acceptance for preformed thermoplastic pavement marking (international symbol of accessibility) shall be as specified in Sec 620.20.3.2.4.
- **6.0 Method of Measurement.** Final measurement of preformed thermoplastic pavement marking (international symbol of accessibility) shall be as specified in Sec 620.20.4.
- **7.0 Basis of Payment.** Payment for all labor, equipment, materials, and incidental work for furnishing and placing thermoplastic pavement marking (internal symbol of accessibility), complete in place, will be paid for at the contract unit price for the following:

Item No.	Units	Description
620-99-02	Each.	Preformed Thermoplastic Pavement Marking, International
		Symbol of Accessibility, Blue

#### Q. Curb Reflectors

**1.0 Description.** This work consists of furnishing, transporting, and installing curb reflectors of the type and spacing specified in the roadway plans. All work shall comply with Sec 620,

performed to the satisfaction of the engineer and/or City, and include cost of equipment, labor, materials, and time required to complete said work.

**1.1 General.** The surface of the curb to which the reflector shall be applied shall be free of dirt, curing compound, moisture, paint, or any other material which would adversely affect the bond of the adhesive. Cleaning of the surface shall be to the satisfaction of the Engineer. An adhesive, meeting the reflector manufacturer's specifications, shall be placed either on the surface or the bottom of the reflector in sufficient quantity to ensure complete coverage of the contact area with no voids present and with a slight excess after the reflector is pressed firmly in place.

The installed height of the prismatic curb reflectors shall be a maximum of 3/4 in. above the mounting surface. The unit shall have one reflective surface that is placed approximately perpendicular to the mounting surface.

1.2 Basis of Payment. Payment will be made as follows:

Item No.	Туре	Description
620-99.02	Each	Curb Reflectors

# R. <u>Preformed Thermoplastic Pavement Marking, 6 In. White With 1.5 In. Contrast, Black</u>

- **1.0 Description.** This work shall consist of furnishing and installing preformed thermoplastic pavement marking with black contrast for white dotted lines as shown on the plans or as directed by the engineer.
- **2.0 Material.** Material shall be preformed thermoplastic pavement marking in accordance with Sec 620.20.3.2.2.
- **3.0 Construction Requirements.** Construction requirements shall be in accordance with applicable portions of Sec 620.60.3.
- **3.1** White dotted lines shall have a minimum 1.5 inch black outside contrast border surrounding them. The black contrast border shall be performed thermoplastic and interconnected in the factory with the white dotted lines. Interconnection shall be accomplished by way of heat fusion between the black contrast border and the white dotted lines without the use of any other adhesive substances.
- **4.0 Basis of Payment.** Payment for all labor, equipment, materials, and incidental work for furnishing and placing preformed thermoplastic pavement markings with contrast black, complete in place, will be paid for at the contract unit price for the following:

Item No.	Units	Description
620-99.03	LF	Preformed Thermoplastic Pavement Marking, 6 In. White With 1.5 In. Contrast, Black

#### S. Site Restoration

**1.0 Description.** Restore to its original condition any disturbed area at sites including, but not limited to, guardrail, sign, pull box, conduit, controller, power supple and pole base installations.

Restoration shall be accomplished by placing material equivalent to that of the adjacent undisturbed area. Disturbed unpaved areas shall be fertilized and either seeded and mulched or sodded as directed by the engineer. The engineer will have the final authority in determining the acceptability of the restoration work.

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

# T. 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.

Item No.	Units	Description
202-20.10	L.S.	Removal of Improvements

#### U. 36 In. Surface-Mount Delineator Post

- **1.0 Description.** This work shall consist of furnishing and installing 36 in. surface-mount delineator posts as shown on the plans. All delineator posts shall be in accordance with the latest edition of the MoDOT Standard Plans for Highway Construction.
- **2.0 Requirements.** 36-inch delineator posts shall have a height of 36 inches, 3 reflective bands with super high intensity prismatic sheeting in accordance with Sec 1042 and be constructed from thermoplastic polyurethane. Color of the delineator posts and reflective bands shall match the nearest pavement makings to which they are placed. Post shall be in the shape of a "T" with a width of 3 inches and depth of 2 inches. Post shall be capable of recovering from repeated vehicle impacts. Post shall insert and be secured into the plastic base with horizontal locking pins. When the post is no longer serviceable, it shall be able to be removed, and a new post can be manually inserted and locked into the existing base.
- **3.0 Construction Requirements.** The raised median for surface mounts shall be cleaned of dirt and gravel before installation. Delineator posts shall be surface mounted using properly sized anchor bolts according to manufacturer's instructions. Adhesive will not be allowed to mount the 36 in. surface-mount delineator posts to the new raised concrete medians.
- **4.0 Method of Measurement.** Measurement for installation of delineator post with base will be made per each.
- **5.0 Basis of Payment.** All labor, equipment, and materials necessary to install these delineator posts will be paid for under:

Item No.	Units	Description
903-12.42	Each	36 In. Surface-Mount Delineator Post

#### V. Remove and Relocate Ground Mount Sign

- **1.0 Description.** This work shall consist of relocating and mounting existing signs and posts, including any existing backing bars, of various sizes to new post stubs and footings at locations shown on the plans or as directed by the engineer. The contractor shall be responsible for all existing signs and posts, including any existing backing bars, to be relocated. During construction, if any sign or post, including any backing bars, to be relocated is lost, stolen, or damaged in any way, the contractor shall be responsible for all costs.
- **2.0 Construction Requirements.** The contractor shall install new sign support post stubs and footings at the locations shown on the plans and then relocate and mount existing signs and posts, including any existing backing bars, to the new post stubs and footings. All work shall be completed in accordance with the construction requirements of Sec 903.
- **3.0 Method of Measurement.** Measurement will be made per each for relocating and mounting existing signs and posts, including any existing backing bars, to new post stubs and footings. Measurement for any new concrete footings, structural steel posts, pipe posts, perforated square steel tubes and anchor sleeves, and breakaway assemblies will be made in accordance with Sec 903.
- **4.0 Basis of Payment.** All costs incurred for relocating and mounting existing signs, including existing backing bars, to new post stubs and footings at the locations shown on the plans, complete in place, will be paid for at the contract unit price for the following bid item noted below. Payment for all other labor, equipment, material, and incidental items will be considered completely covered by the bid items included in the contract.

Item No.	Units	Description
903-99.02	Each	Remove and Relocate Ground Mount Sign

# W. Base for 2 In. PSST Post

**1.0 Description.** This work shall consist of furnishing and installing a base for a 2 In. PSST post as shown in the plans or as directed by the engineer.

#### 2.0 Materials.

- **2.1** The base shall be cast from iron meeting the requirements of ASTM A 126, Class A. The finished casting shall be free from burrs, cracks, voids, or other defects. Castings shall be galvanized by either the hot-dip process according to AASHTO M 232 or mechanical plating method according to ASTM B 695, Class 50 with a maximum coating of 3.5 oz/sq ft (1077 g/sq m). The nominal inside dimension of the square hole shall not vary more than 1/16 in. (2 mm) from the dimension shown on the plans.
- **2.2** Hardware for attaching PSST post to the base shall be zine coated steel or stainless steel. Steel bolts, nuts, and washers shall be according to ASTM A 307. They shall be zine-coated

according to AASHTO M 232, ASTM B 695, Class 50, or ASTM B 633 (B 633M) SC 3. Stainless steel bolts shall be according to ASTM F 593 Alloy Group 1, conditions F593C or F593B; or ASTM A 193 (A 193M), Class 1 Grade B8 or Class 1A Grade B8A, or Class 2 Grade B8. Stainless steel nuts shall be according to ASTM F 594 Alloy Group 1, Conditions CW1 (F594C), SH3 (F594C), or SH4 (F594D); ASTM A 194 (A 194M) Grade 8, 8M, or 8F with a UNC Series Class 2B fit. Stainless steel washers shall be plain flat, conforming to ANSI/ASME B18.22.1, Type A or B as appropriate, or MS 15795, and made of 18-8 stainless steel. Nuts shall have a hardness greater than that of the bolt to prevent thread stripping. Thread overload shall be prevented by use of torque control, which is dependent on bolt diameter and specific hardness.

- **2.3** The anchor bolts, nuts, and washers shall be stainless steel meeting the requirements stated above in Section 2.2.
- **3.0 Method of Measurement.** Each base will be measured for payment as an individual unit complete in place.
- **4.0** Basis of Payment. This work will be paid for at the contract unit price per each for the following bid item noted below.

Item No.	Units	Description
903-99.02	Each	Base for 2 In. PSST Post

# X. MoDOT ITS Equipment within Project Limits

- **1.0 Description.** MoDOT owned fiber optic cable and conduit, critical MoDOT power supplies and power cables, and pull boxes for fiber and power cabling and other above and underground ITS (Intelligent Transportation System) facilities are present within the limits of this project. Damage or interruption of these items can cause extensive outages to the MoDOT network.
- **2.0 Construction Requirements.** The contractor shall exercise reasonable care while completing work near these facilities, and shall take steps necessary to protect these facilities from damage for all items that are not specifically identified as being removed and/or relocated in the plans. Should any of the existing wiring or conduit be damaged by the contractor, it shall be replaced at the contractor's expense and the system in full operation within **4** hours of when the damage occurred. If it is mutually agreed upon between the Commission and the Contractor that the repairs will require more than **4** hours to complete, a mutually agreed upon time for repairs to be complete will be determined.
- **2.1** The contactor shall not modify any existing network or electrical connections within equipment cabinets, unless coordinated with MoDOT ITS staff. Existing connections include, but are not limited to, fiber jumpers, CAT5(e) cables, power supplies, and power strips. The connection to specific fiber and copper ports on network equipment shall also not be modified, unless coordinated with MoDOT ITS staff, as the network equipment has been configured specifically for each equipment cabinet. Significant network outages and unnecessary troubleshooting to investigate outages can occur, even with minor changes to existing connections within the cabinet.
- **3.0 Liquidated Damages.** In the event of damage, if the system is not repaired and in full operation within **4** hours of the damage occurring, or within the timeframe agreed upon, the contractor will be charged with a liquidated damage specified in the amount of \$100.00\_per <a href="hour">hour</a>

for each full <u>hour</u> that the system is not fully operational. This damage will be assessed independently of the liquidated damages specified elsewhere in the contract.

**3.1** The MoDOT Engineer will also have the option of issuing a work order for MoDOT's on-call ITS Maintenance contractor to make repairs, if it is the Engineer's opinion that the contractor creating the damage will not be able to make repairs in a timely manner. Contractor's reimbursement for MoDOT expense for this option shall be in addition to the liquidated damages.

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

# Y. MoDOT ITS Assets Relocation

- **1.0 Description.** The work consists of relocating existing MoDOT Intelligent Transportation System (ITS) facilities (conduit, cable, and/or pull boxes) that may be in conflict with this project construction sections as noted in the plans.
- **2.0 Materials.** The materials used for relocating MoDOT ITS facilities shall be per MoDOT Approved Product List (APL) and meet all MoDOT Specifications. If the material is not in the APL, the contractor shall submit material specification documents to the Engineer and the MoDOT ITS group (via an email in advance to SLITS@modot.mo.gov) for review and approval.
- **3.0 Construction Requirements.** The Contractor shall be aware there are numerous utilities present along the route in this contract. Utility locates were not performed during the design phase of the project; therefore, the extent of conflicts with utilities are unknown.
- **3.1** The contractor shall exercise reasonable care relocating MoDOT ITS Assets. Damage to any MoDOT facilities within the area of work caused by the contractor will be deemed by the Engineer as either "non-emergency" or "emergency" upon notification of the damages. Repair to damages will be performed as follows:
  - a) Non-Emergency: Contractor will have 4 hours to propose a repair plan to the Engineer for a complete repair within 3 business days.
  - b) Emergency: Upon notification of the damage, Contractor must immediately submit a repair plan to the Engineer which will take no more than 4 hours to respond on-site and complete repairs within 48 hours of notification of damage.
  - c) In either case, if the proposed plan is unacceptable for any reason to MoDOT, repairs will be made by MoDOT with all costs billed to the Contractor.
- **3.2** The ITS In-Ground Facilities located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the downtime be kept to a minimum when replacing, removing, or modifying any existing ITS In-Ground Facilities.
- **3.3** Prior to any in-ground work, the Contractor shall request for utility locates by contacting Missouri One Call (1-800 DIG-RITE or mo1call.com) for any in-ground installation locations as per plans. If there are any conflicts with MoDOT ITS Assets, the Contractor is responsible for relocation to the satisfaction of the Engineer prior to any in-ground work.
- **3.4** In the case of a conduit conflict, the Contractor shall trench an area beyond the in-ground work limits, install one or two conduits (must be the same quality as the existing conduit) using

Split Duct Method, relocate the existing cables into the new conduit, and seal the conduit joints per manufacturer specifications.

- **3.5** The Contractor shall coordinate this work with the MoDOT ITS group and have the Engineer's approval prior to performing this task.
- **3.6** The contractor shall perform a fiber testing (see below requirements) before and after relocating MoDOT fiber cables at the nearest Node Cabinet at each site as shown on the plans and submit that report to the SLITS Group for review and approval.
- **3.6.01 Test Procedure.** For each fiber link, follow this procedure:
  - (a) If the link includes fiber installed by others, use an optical loss test set to measure and record the optical loss over that portion of the link before it is spliced to new fiber.
  - (b) Calculate the maximum allowable loss for the completed link, both at 1310 nm and at 1550 nm. Use the following formula:

Maximum link loss = Measured loss over portion installed by others

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

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

- (c) Calibrate an optical loss test set and provide evidence satisfactory to the engineer that the set produces accurate results at both wavelengths. This can be a demonstration that the set correctly measures the loss of a test fiber whose loss is known.
- (d) Use the test set to measure the loss of the link under test. Record the result at both 1310 nm and 1550 nm. Arrange for the engineer or his representative to witness these tests.
- (e) If the measured loss exceeds the calculated maximum, use an optical time domain reflectometer and other test equipment to troubleshoot the link. Take whatever corrective action is required, including cable replacement, to achieve a loss less than the calculated maximum.
- **3.6.02 Test Result Documentation.** Prepare a diagram showing all of the links tested in this project. For the portions installed in this project, show the equipment cabinets, splices, and pigtails. On each line representing a link, show the maximum allowable loss and the actual loss. The actual loss shall be the one measured after all corrective actions have been taken. Submit 5 copies of this diagram to the engineer, along with the calculations for the maximum allowable loss. Submit the diagrams and calculations in an electronic format acceptable to the engineer.
- **3.6.03 Documentation.** Provide the engineer mark-ups of the plans, neat and legible, illustrating as-built versions of the splice and connection diagrams that are contained in the plans.
- **3.6.04 Certifications.** The fiber optic cable shall be factory certified to meet the requirements in this specification. In addition, the manufacturer shall certify that the fiber optic cable has a life expectancy of 20 years.

**3.7** The Contractor shall trench an area beyond the in-ground work limits, install one or two conduits (must be the same quality as the existing conduit) using Split Duct Method, relocate the existing cables into the new conduit, and seal the conduit joints per manufacturer specifications.

- **3.8** Upon completion of this work, the Contractor shall contact the MoDOT ITS group (via email at <a href="mailto:slits@modot.mo.gov">slits@modot.mo.gov</a> to verify that all existing MoDOT ITS devices are online and request inspection of this work. Acceptance of this work shall be the sole judgment of the Engineer and the MoDOT ITS group's engineer.
- **3.9** The contractor shall restore those areas disturbed by this work or installation according to specifications herein.
- **4.0 Basis of Payment.** Payment for "MoDOT ITS Assets Relocation" shall be paid as Linear Feet and shall include the trenching, conduit installation, conduit coupling, pull boxes, sealing materials, cable relocation, needed fiber testing, restoration of all disturbed area, all labor and work incidental thereto, and shall be considered to be completely covered by the contract unit price for the following pay item:

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

# Z. <u>Coordination With ITS Staff and Utility Locates</u>

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

subject to the need for ITS devices in the area to be used to manage other traffic impacting work zones.

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