

Job No.: J6I3662

Route: Various

County: Various

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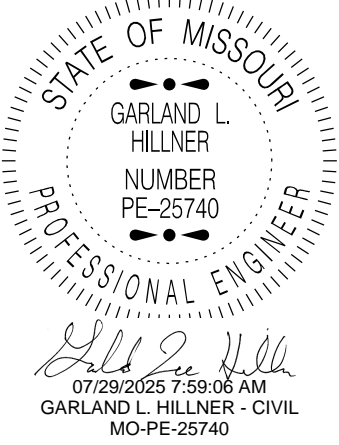
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	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	Job Number: J6I3662 St. Louis County and St. Louis City Date Prepared: June 28, 2025
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB  
SPECIAL PROVISION

A. General - Federal JSP-09-02L

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2025 Missouri Standard Plans  
For Highway Construction

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

B. Contract Liquidated Damages JSP- 13-01D

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

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

Job No.: J6I3662  
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Notice to Proceed: November 3, 2025  
Contract Completion Date: October 30, 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
J6I3662	NA	\$11,400

**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 **\$250** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

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

**1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

**1.1 Maintaining Work Zones and Work Zone Reviews.** The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

**1.2 Work Zone Deficiencies.** Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

**2.0 Traffic Management Schedule.**

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

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

**2.3** The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

**2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

#### **2.5.1 Traffic Safety.**

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

**2.5.1.2 Non-Recurring Congestion.** When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

**2.6 Transportation Management Plan.** The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction

conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

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

### 3.0 Work Hour Restrictions.

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

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

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

**3.1.2** There may be events of regional significance during the duration of this project, such as specific sporting events (St. Louis Cardinals and St Louis Blues home games), events at Forest park, Tower Grove Park, or Grand Center, parades, marathons, concerts and other major St. Louis events such as the Susan G. Komen Race for the Cure, Forest Park Balloon Glow, Moonlight Ramble, and Fair St. Louis, JB Blast. The Engineer will advise the contractor of any such events and how they are to be handled. All lanes shall be scheduled to be open to traffic 3 hours before the event until 2 hours following the end of the event, or at the direction of the Engineer.

**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. Working hours for the project are as follows:

Route I-255 (Jefferson Barracks Bridge)

7:00 p.m. – 6:00 a.m. Monday through Friday

No restrictions: Saturday through Sunday

I-70 Westbound:

9:00 p.m. - 5:00 a.m. Monday through Wednesday

9:00 p.m. - 4:00 a.m. Thursday

10:00 p.m. - 4:00 a.m. Friday

8:00 p.m. - 5:00 a.m. Saturday

7:00 p.m. - 5:00 a.m. Sunday

I-70 Eastbound:

9:00 p.m. - 5:00 a.m. Monday through Friday

8:00 p.m. - 5:00 a.m. Saturday

7:00 p.m. - 5:00 a.m. Sunday

I-64 Westbound:

9:00 p.m. - 4:00 a.m. Monday

10:00 p.m. - 4:00 a.m. Tuesday through Wednesday

10:00 p.m. - 4:00 a.m. Thursday and Friday

8:00 p.m. - 5:00 a.m. Saturday & Sunday

I-64 Eastbound:

8:00 p.m. - 5:00 a.m. Monday through Wednesday

9:00 p.m. - 5:00 a.m. Thursday and Friday

7:00 p.m. - 5:00 a.m. Saturday & Sunday

**3.4** Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours.

**3.5** The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily

computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$1000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

#### **4.0 Detours and Lane Closures.**

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

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

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

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

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

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



Missouri Highway Patrol: (636) 300-2800		
City of St. Louis	St. Louis County	
Fire: (314) 533-3406	Fire: (314) 615-5000	
Police: (314) 444-0100	Police: (314) 889-2341	

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

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

<b><u>Utility Name</u></b>	<b><u>Known Required Adjustment</u></b>	<b><u>Type</u></b>
<b>Ameren Missouri</b> Construction Hotline Phone: (866) 992-6619 Email: <a href="mailto:constructionhotline@ameren.com">constructionhotline@ameren.com</a>	<b>None</b> See Section 1.1	Power
<b>AT&amp;T - Distribution</b> Tonya Wells Phone: (636) 448-9607 Email: <a href="mailto:tw2745@att.com">tw2745@att.com</a>	<b>None</b> See Section 1.1	Communications
<b>City of St. Louis water</b> Emmett Woods Phone: (314) 633-9026 Email: <a href="mailto:ewood@stlwater.com">ewood@stlwater.com</a>	<b>None</b> See Section 1.1	Water
<b>MCI – Verizon</b> Domenic Nicastro Phone: (636) 459-1600 Email: <a href="mailto:domenic.nicastro@verizon.com">domenic.nicastro@verizon.com</a>	<b>None</b> See Section 1.1	Communications

**1.1 The Contractor shall be aware there are numerous utilities present along the routes in this contract.** Utility locates were not performed during the design phase of the project. The above utilities were identified through the Missouri One-Call system and MoDOT's Bridge inventory as having facilities within the project area. Therefore, the extent of conflicts with utilities are unknown. It is the inherent risk of the work under this contract that the contractor may encounter these utilities above and/or below the vicinity of any given work item which may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the Commission at the time of bidding and award of the contract.

**2.0 Bridge A6500 I-70, Stan Musial Veterans Memorial Bridge;** Records indicate that there are four MoDOT owned electrical conduits and one City of St Louis owned electrical conduits attached to the structure. Records indicate that highway lighting is attached to the barriers on spans 13, 14, and 15. Records indicate that a DMS is attached to pier 19. Records indicate that water is mounter to this structure via a hanger system. A dry standpipe is attached to pier 22 column 1 and a hydrant is attached to pier 22 column 1. The contractor shall be aware that the conduits for this structure are collected in a tray system under the bridge deck and that there is an inspection traveler stationed at pier 10. The Contractor shall take measures as necessary to protect the integrity of existing facilities near contract work.

**3.0 Bridge A1500 I-55/ I-64, Poplar Street Bridge;** Records indicate that there is one lighting conduit attached on girder two. The Contractor shall take measures as necessary to protect the integrity of existing facilities near contract work.

**4.0 Bridge A1850 I-255, Jefferson Barracks (NB);** Records indicate that there are no attachments on this structure.

**4.1 Bridge A1850 I-255, Jefferson Barracks (SB);** Records indicate that there are two 2" communication hangers attached to the structure. The Contractor shall take measures as necessary to protect the integrity of existing facilities near contract work.

**5.0 Utility conflicts not noted:** If utility facilities are found to be in conflict with the contract work that aren't noted on the plans or in the Job Special Provisions, the Contractor shall contact the MoDOT Area Utility Coordinator, **Michael Quadrini at (314) 439-6297**. 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.

**6.0 Basis of Payment:** No direct payment shall be made for compliance with this provision

F. 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.

Garland Lee Hillner, Project Manager  
MoDOT, St. Louis District  
1590 Woodlake Drive  
Chesterfield, MO 63017

Telephone Number: 314-453-1845  
Email: [Garland.Hillner@modot.mo.gov](mailto:Garland.Hillner@modot.mo.gov)

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

G. Restrictions for Migratory Birds NJSP-16-06A

**1.0 Description.** Swallows or other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge or bridges that will be repaired under this contract.

**2.0 Restrictions.** To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

**3.0 Avoidance Measures.** The contractor shall not disturb active nests or destroy adults, eggs or young birds. In an effort to comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.

**3.1 Inactive or Partially Constructed Nests.** If nests are present and MoDOT determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer and only if water is free of blasting grit, chemicals, or detergents, and applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.

**3.2 Water and Equipment Used for Hydro cleaning.** Aquatic invasives such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels (barges, boats, tugs, tankers, etc.) and equipment (tanks, tubing, pumps, etc.) that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of invasives, these species can be introduced into areas not currently known to have a population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through MoDOT projects in Missouri streams and lakes, the following precautions shall be followed.

**3.2.1 Use of Water from Streams, Lakes or Ponds.** Contractors shall not use water for nest removal from streams, lakes or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the equipment to be used has not previously contained waters from streams, lakes or ponds. If the equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.

**3.2.1.1 Equipment Washing.** Prior to the use or re-use of equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) and hot (minimum 120° F) water, for at least one minute.

**3.2.1.2 Equipment Treating or Drying.** Equipment shall be treated or dried in one of the following manners.

**3.2.1.2.1** Equipment interior and/or other surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. This solution must also be run through all intake lines and hoses, to sterilize interior components. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of in accordance with Sec 806.

**3.2.1.2.2** Equipment interior and/or other surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces. 140 ° F water must also be run through all intake lines and hoses, to purge any standing water.

**3.2.1.2.3** Equipment shall be flushed of all non-municipal water, and dried thoroughly, in the sun before using in or transporting between streams and lakes. Dry times will depend on the season the equipment is being used. Equipment must dry a minimum of 7 days for June-September, 18 days for March-May; 18 days for October-November, and 30 days for December-February. The drying method should be reserved as a last resort option.

**3.2.2** Prior to use of equipment, contractors shall provide the MoDOT inspector written documentation of the equipment's geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating the contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.

**3.3 Active Nests.** The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and/or nests. At a minimum, work shall not be performed within 10 feet of an active nest; however, the contractor is responsible for ensuring their activities do not impact the nests, eggs, or young.

**4.0 Additional Responsibilities.** If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the contractor shall notify the Resident Engineer and contact the MoDOT Environmental Section (573-526-4778) to determine if there are other allowable options.

#### H. Coordination with Outside Entities

**1.0 Description.** The contractor shall keep the following entities informed of ongoing work and minimize the impact to their operations.

**2.0 Coordination.** The Contractor shall coordinate with the following individuals:

**Illinois Department of Transportation:**

Joe Monroe

Email: Joseph.Monroe@illinois.gov

Telephone: 618-346-3250

**3.0 Basis of Payment.** No direct payment will be made to the contractor for meeting the requirements set in this provision.

I. Coordination with Other Projects

**1.0 Description.** The contractor shall coordinate traffic management between the following projects within the same project limits for I-70, I-55, and I-255:

JSL0074

**1.1** This list of projects is not all inclusive. The contractor shall be aware that St. Louis City has projects that may impact project construction or traffic control in the vicinity of this project. It shall be the responsibility of the contractor to determine what, if any project may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

**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 provisions, unless specified elsewhere in the contract document.

J. Scope of Work

**1.0** The scope of work for this project is to remove loose debris and associated chlorides from existing bridge structures within the St. Louis District as shown within the as-built plans and as specified by the Engineer. Work for this project includes the cleaning of specific areas of bridge components and structural steel.

**1.1 Background.** MoDOT routinely washes bridge decks to remove debris and associated chlorides at least once per year. The scope of this contract is to provide for thorough washing of the bridge deck, gutters, drains, superstructure areas within 10 ft. vertical from pavement (splash zone), lower chords of superstructure members along the exterior of the bridge, beam caps and bearing areas, joints and associated diaphragms/drains, and all exposed steel below the deck within 10 ft. longitudinal distance from each open joint area. Flushing the enclosed drain piping systems including down spouts not tied into an existing sewer is also included within this work.

**1.2 Timing.** Based upon the NTP (Notice to Proceed) date under the Contract Time Liquidated Damages JSP, the contractor can begin work on January 1, 2026. **However, the contractor will not be allowed to begin the washing on the bridge decks until April 1, 2026.** The contractor will still be responsible for removing the bird nests between the NTP date and March 15<sup>th</sup> as described within the Restrictions for Migratory Birds JSP.

**2.0** The work boundaries for the terms of the contract include Commission owned bridge structures between St. Louis City/State of Illinois and St. Charles County/St. Louis County, within the limits of Commission right-of-way, as noted below.

Bridge Number      A6500  
Route                I-70 (EB & WB)  
Feature              Mississippi River  
County/County      St. Louis City/State of Illinois  
**Union Pacific DOT 922541Y MP 279.33 Springfield Subdivision**

Bridge Number      A4936 and A1850  
Route                I-255  
Feature              Mississippi River  
County/County      St. Louis County/State of Illinois  
**Union Pacific DOT 445896J MP 10.72 Desoto Subdivision**

Bridge Number      A1500  
Route                I-55  
Feature              Mississippi River  
County/County      St. Louis City/State of Illinois

### **STRUCTURE DESCRIPTIONS (A6500)**

#1: Structure No. A6500, carrying I-70 between Missouri and Illinois over the Mississippi River. Both directions will be included within this project. This 22-span structure has an overall length of 6463 feet, a total width of 94 feet (out to out) on the main structure. There are three cable- stay spans over the Mississippi River and 19 steel plate girder and beam approach spans on either side of the cable-stay spans. Expansion joints are present at pier 2, pier 5, pier 10, pier 13, pier 17 and pier 23. The cleaning areas are outlined on the plans and described in more detail in the Structure Cleaning Notes, below.

**3.0 Bridge Deck Sweeping.** Prior to flushing/washing of any structure, including the bridge deck, the contractor shall sweep the existing bridge deck to remove any debris.

### **4.0 STRUCTURE CLEANING NOTES:**

**4.1 Truss Spans.** Truss Spans areas to be washed include all structural steel, including lower chord to a point 10 ft. vertical above the bridge deck elevation. Curbs, joints, drains, diapers, troughs, open scuppers and railings.

All Floor beams, diagonal bracing, stringers, and other structural steel from the lower chord inward to and including the outside and bottom of exterior stringers. All abutment and pier caps and bearings.

All structural steel located below the bridge deck within 10 ft. longitudinal on either side of all expansion joints.

**4.2 Tied Arch Spans.** All structural steel and cable from the lower chord to a point 10 ft. vertical above the bridge deck elevation.

All floor beams, diagonal bracing, stringers, and other structural steel from the lower chord inward to and including the outside and bottom of exterior stringers. Curbs, joints, drains, diapers, troughs, open scuppers and railings. All abutments, pier caps, and bearings. All structural steel located below the bridge deck within 10 ft. longitudinal on either side of all expansion joints.

### **4.3 Multi-beam or Approach Spans.**

All deck joints, diapers, drains, and deck drains.

Curbs, joints, drains, diapers, troughs, open scuppers and railings.

The outside and bottoms of fascia beams.

All abutments, pier caps, and bearings.

All structural steel located below the deck within 10 ft. longitudinally on either side of all expansion joints.

#### **4.4 Cable-Stay Spans.**

All deck joints, diapers, drains, and deck drains.  
Curbs, joints, drains, diapers, troughs, open scuppers and railings.  
The outside and bottoms of fascia beams.  
All abutments, pier caps, and bearings.

All structural steel located below the deck within 10 ft. longitudinally on either side of all expansion joints.

Overhang where the cable-stays connect into the bridge deck including the cable-stays 10 ft. vertically above the deck.

#### **5.0 Special Notes for Bridge A6500.**

Enclosed drain piping systems are required to be flushed. All open drains, troughs, diapers, or scuppers shall be washed to insure no clogging in any open drain.

**6.0 Equipment Performance Requirements.** Water flushing shall be performed such that all loose debris is removed, and no damage occurs to bridge components, paint/coatings, or adjacent roadway, shoulder or embankment. Provisions shall also be made to prevent damage to the existing enclosed drainage system. Any damage caused by the Contractor's operation shall be repaired at the sole expense of the Contractor. No debris accumulations shall remain on the adjacent portion of bridge structures as a result of the contractor's operation. Water flushing is required to remove chloride salts, however additional measures are allowable to insure removal of debris. The Contractor shall utilize a minimum 100 psi water pressure, as measured at the cleaning surface, in order to remove all loose debris. Access equipment and methods shall be required in order to reach all noted components with pressure washing equipment. Water, essentially potable water, shall be used for all washing and shall comply with JSP – Restrictions for Migration Birds, Section 3.2.

**6.1** It is recommended that the contractor use a top-down approach to avoid having to repeat bridge washing/cleaning activities. As part of this, the contractor shall start on the inside shoulder of Bridge A6500 (I-70 over the Mississippi River) and work to the outside shoulder based upon the typical bridge section within the as-builts, unless the cross slope of the roadway/structure slopes down to the inside median, which is the case at the beginning of the EB I-70 structure. For Bridge A5585, the contractor will need to close 3 lanes in order to begin the washing of debris/chloride salts from the crown of the roadway/bridge to the shoulder line.

**6.2** With the working hours noted above within the Work Zone Management JSP and the length of the structures to be washed/cleaned on this project, **it is recommended that the contractor provide sufficient mobile lighting during construction operations** as to void having to repeat bridge washing/cleaning activities along with improved safety for the workers.

**7.0 As-built Plans.** Pertinent as-built plans for each structure have been included within the Electronic Deliverables. The contractor may request full as-builts **after** award from the project contact listed within JSP – Project Contact for Contractor/Bidder Questions.

**8.0 Method of Measurement.** No measurement will be made by the Engineer of the area to be washed for each structure within this contract.

**9.0 Basis of Payment.** Payment for bridge washing as described within this provision shall include all material, water, equipment, tools, labor and work incidental thereto, and shall be completely covered for the following pay items:

Item No.	Unit	Description
703-99.01	Lump Sum	Bridge Washing (Br. A6500 I-70)
703-99.01	Lump Sum	Bridge Washing (Br. A1850 I-255)
703-99.01	Lump Sum	Bridge Washing (Br. A4936 I-255)
703-99.01	Lump Sum	Bridge Washing (Br. A1500 I-55)

K. St. Louis Riverfront Trail Closure

**1.0 Description.** Impacts to St. Louis Riverfront Trail under the Musial Veterans Bridge while work is taking place directly overhead.

**2.0 Notification of Impacts to the Trail.** The contractor shall use the CMS to notify users of the trail of future disruption and possible closures one week before work is scheduled for washing the section of the Musial Veterans Bridge over the trail. The CMS shall be installed at a location as approved or directed by the engineer. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment.

**3.0 Impacts to the trail.** At least one lane of the trail 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.

**4.0 Trail Closure.** The Engineer will ensure any disruptions to trails or other Section 4(f) resources during construction will not last no more than 30 minutes so as not to cause a significant delay of the public's use of those resources. A flagger will be stationed at the trail crossing to indicate when trail users are safe to cross the roadway.

**5.0 Basis of Payment.** No direct payment will be made to the contractor for meeting the requirements set in this provision.

L. Special Provisions for Protection of Terminal Railroad Association of St. Louis Railway Interests

To Report an Emergency on property of the Terminal Railroad Association of St. Louis (hereinafter "Railroad"), call: (618) 451-8478. This project includes washing of the I-70 Stan Musial Bridge A6500 over the TRRA crossings on the Merchants Subdivision DOT# 976567B MP 4.44, **Current FRA data shows 8 daytime trains and 12 nighttime trains and 6 passenger trains per day**; and Merchants Subdivision-Tyler Street Ind. Lead DOT# 976571R MP 0.6, **Current FRA data shows 1 daily switching train**; and, Illinois Transfer Wiggins Ind. Lead DOT# 976590V MP 1.97, **Current FRA data shows 2 daytime trains and 2 nighttime trains and 0 passenger trains per day**. MoDOT Project J6I3662.

**1.0 Authority of Railroad Engineer and Commission's Representative.**



**1.1** Railroad's authorized representative, herein called "Railroad Engineer", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting Railroad tracks. The Railroad Engineer for this Project is identified below, with current contact information:

Mr. Travis Eichelberger  
Sr. Director of Engineering  
Terminal Railroad Association of St. Louis  
1201 McKinley Ave.  
[teichelberger@terminalrailroad.com](mailto:teichelberger@terminalrailroad.com)  
Venice, IL 62090  
Office: (618) 451-8451

**1.2** The Commission's authorized representative, herein called "Engineer", shall have authority over all other matters as prescribed herein and in the Project specifications.

## **2.0 Contractor's Right of Entry with TRRA Railroad.**

**TRRA's Right of Entry Application is available on the TRRA website located at: <https://terminalrailroadstl.odoo.com/rightofentry> and can be submitted to Kelly Gibbons at [kgibbons@terminalrailroad.com](mailto:kgibbons@terminalrailroad.com). Procedures for gaining access, Insurance and Safety Rules applicable to work over Railroad can also be found on the website. Contractors shall become thoroughly familiar with TRRA's Right of Entry requirements prior to bid.**

**A copy of the License for Right of Entry Procedures can be found in the Electronic Deliverables for this project.**

**3.0** Prior to entry on Railroad's Property, the original Railroad Protective Liability Insurance Policy shall be submitted by the prime Contractor to the Railroad at the address below for review and approval by the Railroad. In addition, certificates of insurance evidencing the Contractor's and any subcontractor's Commercial General Liability Insurance shall be issued to the Railroad and the Commission at the addresses below. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without 30 days advanced written notice to Railroad and the Commission. No work will be permitted on the Railroad's Property until the Railroad has reviewed and approved the evidence of insurance required herein.

Railroad  
Ms. Kelly Gibbons  
Manager of Corporate Contracts  
and Real Estate  
Terminal Railroad Assoc. of St. Louis  
1017 Olive Street, 5<sup>th</sup> Floor  
St. Louis, MO 63101

Commission  
Ms. Brandi Baldwin  
State Construction and Materials Engineer  
MoDOT  
P.O. Box 270  
Jefferson City, MO 65102

**4.0 Failure to Comply.** If the contractor violates or fails to comply with any of the requirements of these Railroad Requirements, then the Railroad Engineer may require that the contractor vacates the Railroad's property and the MoDOT Engineer may withhold all monies due to the contractor until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the MoDOT Engineer.

**5.0 Payment for Cost of Compliance.** Commission shall not separately pay for any extra cost the Contractor or Railroad incurs on account of compliance with these Railroad Job Special Provisions. The Contractor and Railroad shall include all such cost in the contract unit price for other items included in the contract. Railroad will not pay the Contractor for any work it performs to comply with these Railroad Job Special Provisions.

M. Protection of the Norfolk Southern Railroad Interests

To report an emergency on The Norfolk Southern Railroad right-of-way call: (800) 453-2530. This Project is located in Madison County, Illinois on Route I-70 on the Illinois Division, MP D-484.30, designated as DOT # 960243B. **Current FRA data shows 2 daytime trains and 1 nighttime trains and 0 passenger trains and 2 switching trains per day;** and in Madison County, Illinois on Route I-70 on the Midwest Division, MP AE-4.58, designated as DOT# 960245P. **Current FRA data shows 1 train per week and 0 passenger trains.**

**1.0** This project requires the Contractor to go through the NON-Environmental Right of Entry Process to secure protective services for Norfolk Southern Railroad's Property. The link to the website is as follows: <https://www.norfolksouthern.com/en/rail-development-property/ns-property/projects-on-ns-property/access-ns-property> and includes the necessary insurance requirements.

**1.1** *Once on the website use the non-Environmental Right of Entry link to download the NON-Environmental Right of Entry Instructions and obtain the correct access to RailPros for Norfolk Southern <https://ns.railprosspermitting.com/>. There is a non-refundable application fee of \$1,600. Once the Right of Entry is approved, and issued to the contractor for signature, a separate processing fee of \$700 will also be invoiced if there is an active rail at the proposed location which will require railroad flaggers (See paragraph 2.1 below). This fee is separate from any railroad flagging fees. Questions for any railroad requirements may be directed to:*

**Angela McLean**  
**Real Estate Manager – RailPros**  
**402-965-0443**  
**[angela.mclean@railpros.com](mailto:angela.mclean@railpros.com)**

**2.0 Flagging Services.**

**2.1 When Required.** Under the terms of the agreement between the Commission and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect the Railroad's operations. In general, the requirements of such services will be whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's right of way within 25 feet of the centerline of any track, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, or reasonable probability of accidental hazard to Railroad's operations or personnel. Normally, the Railroad will require one flagger per project; but in some cases, more than one may be necessary, such as yard limits where 3 flaggers may be required. However, if the contractor works within distances that violates instructions given by the Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, flaggers may be required full time until the project has been completed.

**2.2** The Contractor will pay the Railroad or appropriate flagging contractor directly for the cost of flagging services associated with the project and notify the MoDOT Resident Engineer of such payments.

**3.0 Failure to Comply.** If the contractor violates or fails to comply with any of the requirements of these Railroad Requirements, then the Railroad Engineer may require that the contractor vacates the Railroad's property and the MoDOT Engineer may withhold all monies due to the contractor until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the MoDOT Engineer.

**4.0 Payment for Cost of Compliance.** No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such costs shall be included in the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

N. Supplemental Revisions JSP-18-01HH

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

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

- Stormwater Compliance Requirements

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

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

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

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

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

### **2.1 Duties of the WPCM:**

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

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

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

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

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

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

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

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

**106.9 Buy America Requirements.**

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

**106.9.1 Buy America Requirements for Iron and Steel.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Manufactured products means:

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

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

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

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

**3.1** The testing facility shall be AASHTO accredited.

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

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

**3.2** The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.



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

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

**3.5** Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative dynamic 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, material suppliers, and service providers (e.g. hauling) 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.

- **Delete Sec 102.1 - 102.2.5 and substitute the following:**

**102.1 Notice of Bid Opening.** After the date is fixed for the receipt of bids, the notice of bid opening will be posted on MoDOT's website and published as required by law. The notice of bid opening will contain a description of the proposed work, instructions and information to the potential bidder regarding bid forms, plans, specifications, combination bids and the reservation of the right of the Commission to reject any and all bids.

**102.2 Contractor Questionnaire.** Each prospective bidder, including a joint venture, shall file a contractor questionnaire on the form furnished by the Commission, which is available on MoDOT's website. The contractor questionnaire shall be furnished to the Commission as a separate document apart from any other document submitted. A bid will not be opened and read unless a fully responsive contractor questionnaire is on file with the Commission at least seven days prior to the time set for the opening of the bids. A new contractor questionnaire shall be filed as described in **Title 7 CSR 10-15.010**, except the Commission reserves the right to request a contractor questionnaire from any contractor as of any date if the Commission has shown reason to believe that the contractor's experience data may have changed from that shown on the questionnaire on file. This document shall include a record of the bidder's experience data. The Commission will use this information as an aid to determine in each instance the lowest responsible bidder and nothing contained herein shall be construed as depriving the Commission of the Commission's discretion in the matter of determining the lowest responsible bidder.

**102.2.1** At any time prior to award, as a condition of award and for a period of three years after the date of final acceptance, the Commission may request true copies of the bidder's financial data, including the bidder's balance sheet, profit and loss statement and similar financial data, as of the close of the bidder's most recent fiscal year prior to submission of the bid, and for each fiscal year between the contract award and final acceptance of the contract work. Unless specified otherwise by the Commission, financial data shall be prepared by an accountant and audited financial data shall be provided if it is available to the bidder for the fiscal period requested. A bidder who has not closed the first fiscal year prior to the date of the request shall supply the last periodic balance sheet, profit and loss statement and similar data.

**102.2.2** Each prospective bidder shall sign the contractor questionnaire acknowledging that such bidder will fully comply with all written requests by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, to provide information for the purpose of establishing a prevailing wage.

**102.2.3** The prospective bidder doing business in the State of Missouri shall submit the charter number with the contractor questionnaire. The entity must be in good standing on file with the Corporation Division of the Missouri Secretary of State's Office to be approved and successfully awarded a bid. Each corporation that is a party to a joint venture shall submit the same required report with the corporation's joint venture contractor questionnaire.

**102.2.4** All prospective bidders who are corporations organized in states other than Missouri or countries other than the USA shall furnish, at the prospective bidder's cost, a certified copy of a current certificate of authority to do business in Missouri, with said certificate to remain on file with the Commission. Such a certified copy may be secured from the corporation supervisor in the

Office of the Secretary of State, Jefferson City, Missouri. The prospective bidder agrees to cause the prospective bidder's authority to do business as a foreign corporation to be continued and extended throughout the life of any contract awarded and until all claims thereon and thereunder shall have been finally settled. All prospective bidders shall have a valid certificate of authority to transact business in Missouri at the time of bid opening as a condition of responsiveness.

- **Delete Sec 108.13.1 and substitute the following:**

**108.13.1** The acts, omissions and liabilities of persons or firms affiliated with the contractor or of persons that are principals of the contractor, are those of the contractor, unless the circumstances clearly negate that conclusion. Persons or firms are "affiliates" of each other if, directly or indirectly, either one controls or has the power to control the other or a third person controls or has the power to control both. Examples of control include, but are not limited to: interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees on projects or a new business entity organized following the determination of ineligibility or non-responsibility of a person or firm which has the same or similar management, ownership or principal employees as the ineligible person. A "principal" will be defined as an officer, director, owner, partner or other natural person within a firm with primary management, supervisory or contracting responsibilities, including participating in, or formulating, bids.

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

**1.0 Description.**

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

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

**1.3** Tracking of DBE payments are made through the Signet™ application (Signet). Signet is a third-party service, supported by the vendor, for usage by the prime contractor and all subcontractors. Signet is only a reporting tool; it does not process financial transactions. MoDOT does not provide direct technical support for Signet. Information about Signet may be found at <https://signet-help.zendesk.com/hc/en-us>.

**1.4** Upon completion of the first pay estimate on the contract, Signet will automatically send an email to the prime contractor prompting registration. The prime will be required to pay a one-time, fixed fee of \$1,000 for this contract directly to the Signet vendor. Use of Signet to track DBE payments will be available for the life of the contract, regardless of the contract value, contract duration, number of subcontractors, or payments reported. No additional fee will be charged to subcontractors that are required to report payments or DBEs that are required to verify payments through Signet. The contractor may also, at no additional cost, report payments through Signet to subcontractors that are not DBEs.

**1.5** After each estimate, when contractor reporting of payments is complete, the subcontractor will receive an email notifying them of the payment and requesting verification of the reported payment. A subcontractor that has not completed registration with Signet will be prompted to do so at this time.

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

**1.7** For purposes of this requirement, payer is defined as the prime contractor or subcontractor that reports a payment in Signet to a vendor that is either a subcontractor, trucker, manufacturer, regular dealer, or broker. Payee is defined as the vendor that receives notification of payment through Signet from the prime contractor or a higher-tier subcontractor. Payment is defined as issuing an Electronic Funds Transfer (EFT) or mailing a check to a payee.

**2.0 Requirements.** Payers must report remitted payment to DBEs within Signet, for work performed by the DBE subcontractor, DBE trucking, materials supplied from a DBE manufacturer, dealer, or broker, as well as a return of retainage (and/or other amounts withheld), within 15 calendar days.

**2.1** Prime contractors must report remitted payments to DBEs within 15 calendar days of each payment it receives from MoDOT. Prime contractors must also report payments to non-DBE subcontractors if that subcontractor is making payment to a lower tier DBE subcontractor, trucker, manufacturer, regular dealer, or broker.

**2.2** The payer must report the following information within Signet:

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

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

**2.3** In the event that no work has been completed by a DBE during the estimate period, such that no payment is due to a DBE subcontractor, trucker, manufacturer, regular dealer, or broker, then the prime contractor will mark payment complete within Signet, and no other payments are required to be reported.

**2.4** Each subcontractor making a payment to a lower-tier DBE must report remitted payments within Signet, as detailed in Section 2.2, within 15 days of receipt of each payment from the prime contractor.

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Route: Various

County: Various

**2.5** DBE payees must verify in Signet each payment reported by a payer within 15 calendar days of the payment being reported by the payer. This verification includes whether the payment was received, and if so, whether it was as expected.

**3.0 Basis of Payment.** A fixed cost of \$1,000 will be paid on this contract for the required software to report payments to DBEs through Signet. Regardless of the number of projects in a contract, a single payment will be made under item 108-10.00, SIGNET DBE REPORTING, per lump sum. The engineer reserves the right to underrun this item for any reason. Any additional costs for registration, software, usage, time, labor, or other costs will be considered incidental and no direct payment will be made.