Job No.: J6P3554
Route: 370
County: St. Louis/St. Charles

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

Job No.: J6P3554
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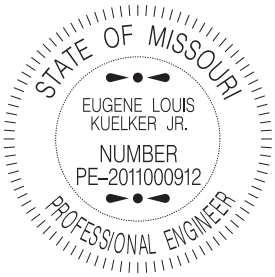

THIS SHEET HAS BEEN SIGNED, SEALED, AND DATED ELECTRONICALLY.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 W. CAPITOL AVE.
JEFFERSON CITY, MO 65102
Phone 1-888-275-6636

HDR Engineering Inc.
401 S. 18th Street, Suite 300
St. Louis, MO 63103-2267

Certificate of Authority: 000856
Consultant Phone: 314-485-8300

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

Job Number: J6P3554
St. Charles/Louis County, MO
Date Prepared: 7/29/2025:

ADDENDUM DATE:

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

Job No.: J6P3554
Route: 370
County: St. Louis/St. Charles

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 under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 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.

Notice to Proceed: November 3, 2025
Contract Completion Date: December 31, 2027

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
J6P3554	N/A	$5400

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 **$3000** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **10 minutes** to prevent congestion from escalating to 15 minute delay. 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

3.2 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. The contractor may not work during the following listed hours:

Route 370 Eastbound:
Single-lane drop – 5:00am – 9:00am
Double-lane drop – 5:30am – 7:00pm

Route 370 Westbound:
Single-lane drop – 1:00pm – 6:00pm
Double-lane drop – 5:30am – 7:00pm

Route 94 Eastbound and Westbound:
Single-lane drop – 6am – 9pm

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 St. Charles County Police Department (636) 949-3000 St. Louis County Police Department 314-355-1200 (NoCo Precinct)		
St. Charles County Ambulance District (636) 344-7600	Pattonville Fire District (314) 739-3118	MoDOT Transportation Management Center (TMC) Hours of Operation 24/7/365 Dispatch: (314) 275-1500
Robertson Fire Protection District Station 1 (314) 291-6671		

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.

Michael Blattner, P.E.
Transportation Project Manager
Missouri Department of Transportation
St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017
Office Number: (314) 453-1751
Cell Number: (636) 893-3882
Email: **Michael.Blattner@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-18-01HH

- 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;

(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 ±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.

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

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

2.0 Material.

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

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

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

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

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

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

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

5.0 Basis of Payment. The long-term rumble strips unit bid price shall include the cost of all labor, equipment and materials to install, maintain, and remove the rumble strips and will be paid for with the following bid item:

Item No.	Unit	Description
616-20.02	Each	Temporary Long-Term Rumble Strips

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

1.0 Description.

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

1.2 MoDOT monitors the payments made by prime contractors and subcontractors to DBEs for compliance with DBE payment monitoring rules as outlined in 49 CFR 26.37. To facilitate this

monitoring, MoDOT requires prime contractors to report their remitted payments to DBEs and subcontractors to report their remitted payments to lower-tier DBEs.

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

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

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

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

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

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

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

2.2 The payer must report the following information within Signet:

a. The name of the payee.
b. The dollar amount of the payment to the payee.
c. The date the payment was made.
d. Any retainage or other amount withheld (if any) and the reason for the withholding (if other than retainage).
e. The DBE function performed for this payment (e.g., contracting, trucking, or supplying

as a manufacturer, dealer, or broker).

f. Other information required by Signet.

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

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

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

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

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

I. Damage to Existing Pavement and Shoulders

1.0 Description. This work shall consist of repairing any damage to existing pavement, shoulders, side roads, and entrances caused by contractor operations. This shall include, but not be limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

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

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

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

J. Trench Drain

1.0 Description.

1.1 This work shall consist of furnishing and installing a new trench drain, grates, and connection to drop inlets. Trench drain assembly can be one of the following:

POLYCAST Series 900 Pre-Sloped Trench Drain System with POLYCAST Heavy Duty Ductile Iron Grate & Frame (Non-Removable);

ACO Highway Drain HD200;

or approved equal.

1.2 Trench drain shall have a nominal width of 6 inches.

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

2.1 Trench Drain. All materials shall meet or exceed AASHTO H-20 loading criteria.

2.1.1 Grates. Grates shall be ductile iron or other durable material that meets or exceeds AASHTO H-20 loading criteria. Grates shall have a minimum open area of 60%.

3.0 Construction Requirements.

3.0.1 All work shall be performed in accordance with the Trench Drain manufacturer's recommendations and as approved by the engineer.

3.1.2 The layout of the Trench drains shall be submitted to the engineer for approval.

3.1.3 Contractor is required to install non-removable grates within the limits shown on the plans. Grates shall be affixed in a manner that reduces the chance of being dislodged by traffic. Bolting or other locking devices are not acceptable.

3.1.4 Contractor is required to modify the drop inlets and provide a drainage connection from the trench drain to facilitate drainage into the existing or proposed drainage system as shown on the plans. Contractor shall also clean out all debris from the existing inlet and flush the inlet and pipe run to ensure proper drainage.

3.1.5 Trench drains between station 550+54.34 and station 553+53.68 should match grade of the mill and fill of the west bound 370 inside shoulder. Trench drains between station 553+53.68 and station 560+41.86 should match the grade of the mill and fill of the east bound 370 inside shoulder.

4.0 Method of Measurement. Trench Drains shall be measured complete in place and will be made to the nearest foot along the geometrical center of the trench. The revision or correction will be computed and added to or deducted from the contract quantity.

5.0 Basis of Payment. Payment will be made for compliance with this provision including all sawcuts, pavement removal, pavement replacement, labor, excavation, equipment, and material necessary with installation of the trench drain assembly at the contract unit price for the following pay item:

Item No.	Unit	Description
713-99.03A	LF	6” Trench Drain

K. Welding of Grates on Drop Inlets

1.0 Description. This work shall consist of modifying the existing drop inlet grate along the inside shoulder of Route 370 at Station 555+53. The grate shall be fixed to the frame of the inlet in a manner that allows traffic to traverse the inlet without the probability of the grate separating from the frame during traffic. Weld shall be removed prior to completion of project.

2.0 Construction Requirements. All work including method and materials required to attach the grate to the frame shall be approved by the engineer prior to work being performed.

3.0 Method of Measurement. Final measurement will not be made.

4.0 Basis of Payment. Payment will be made for compliance with this provision including all labor, equipment, and material necessary at the contract unit price for the following pay item:

Item No.	Unit	Description
614-99.02	EA	Welding of Grates on Drop Inlets

L. Concrete Traffic Barrier, Type C (Modified)

1.0 Description. This work covers the furnishing and installation of the modified concrete barrier, Type C in the Route 370 median when the vertical width exceeds the value shown in the MoDOT standard plans for “Permanent Concrete Traffic Barrier Type C”.

2.0 Material. Concrete Traffic Barrier, Type C (Modified) shall meet the requirements of the plans. All material shall be in accordance with Sec 617.10.3 and Division 1000.

3.0 Construction Requirements. Concrete Traffic Barrier, Type C (Modified) shall be installed as shown on the plans and in accordance with the Standard Specification 617.10.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials or other construction involved to complete the work. All additional work to meet this provision shall be covered under the following Pay Item No.:

Item No.	Unit	Description
617-99.03	LF	Misc. Concrete Traffic Barrier, Type C Modified

M. Concrete Traffic Barrier, Type D (Modified)

1.0 Description. This work covers the furnishing and installation of the modified concrete barrier, Type C in the Route 370 median when the vertical width exceeds the value shown in the MoDOT standard plans for “Permanent Concrete Traffic Barrier Type D”.

2.0 Material. Concrete Traffic Barrier, Type D (Modified) shall meet the requirements of the plans. All material shall be in accordance with Sec 617.10.3 and Division 1000.

3.0 Construction Requirements. Concrete Traffic Barrier, Type D (Modified) shall be installed as shown on the plans and in accordance with the Standard Specification 617.10.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials or other construction involved to complete the work. All additional work to meet this provision shall be covered under the following Item No.:

Item No.	Unit	Description
617-99.03	LF	Misc. Concrete Traffic Barrier, Type D Modified

N. Modified Tack Coat JSP-25-01

1.0 Description. A modified (high-performing) tack coat, as defined in this provision, shall be applied where shown in the plans or as directed by the engineer. Modified Tack Coat shall be in accordance with Sec 407 except as otherwise required in these provisions. The contractor holds the option to provide and apply Modified Tack Coat per either of the two options described in section 2.0.

2.0 Options for Modified Tack Coat.

2.1 Option 1: Spray Paver-Applied Polymer Modified Emulsion Membrane. A spray paver shall be used to apply a Polymer Modified Emulsion Membrane in accordance with Sec 413.31 Bonded Hot Mix Asphalt Using Polymer Modified Emulsion Membrane. The target application is 0.2 gallons per square yard but may be modified by the engineer dependent on the conditions of the existing pavement surface. The application rate shall be within +/- 0.05 gal/sy of the target rate.

2.2 Option 2: Asphalt Distributor-Applied Non-Tracking Tack Coat. Two applications of an approved Non-Tracking Tack Coat shall be applied per Sec 407 at a target rate of approximately 0.1 gallons per square yard per each application. The total target application rate is 0.2 gallons per square yard but may be modified by the engineer dependent on the conditions of the existing pavement surface. The application rate shall be within +/- 0.02 gal/sy of the target rate for each application. The initial tack application shall be fully cured prior to the second application.

2.2.1 Non-Tracking Tack Requirements. Non-tracking tack shall be in accordance with MoDOT JSP2402 Non-Tracking Tack (if not included in the contract, available at: https://epg.modot.org/index.php/Job_Special_Provisions), except that payment will be made according to JSP2501.

2.2.2 The contractor is responsible for monitoring adherence of the tack to the pavement surface and shall cease operations when tack first begins to show signs of track-off, as defined in the Non-Tracking Tack JSP. If the contractor cannot resolve the issue with the tack manufacturer, an alternate product from the Qualified List may be used, or the contractor may choose to utilize the spray paver option in Section 2.1. The contractor, at their expense, shall be fully responsible for cleaning all tack that has been tracked onto adjacent lanes, sideroads, private drives, parking lots etc., and shall replace all pavement markings that become coated with tracked tack.

3.0 Method of Measurement. Measurement of Modified Tack Coat will be made to the nearest gallon after adjustment for temperature in accordance with Sec 1015, regardless of which option is used.

4.0 Basis of Payment. The accepted quantity of Modified Tack Coat will be paid at the contract unit price for 407-99.12, Misc. Modified Tack Coat, per gallon. Contract prices for Polymer Modified Emulsion Membrane, or Tack Coat Non-Tracking, should they exist, shall not apply to this work.

O. Preformed Thermoplastic Pavement Marking Straight Arrow for Bike Lanes

1.0 Description. This work covers the furnishing and installation of thermoplastic straight arrow for Bike Lanes that meets the dimensions as described in MUTCD Chapter 9e.

2.0 Material. Preformed Lane Drop Arrow shall meet the requirements of the plans. All material shall be in accordance with Division 600.

3.0 Construction Requirements. Preformed Straight Arrow for Bike Lanes shall be installed as shown on the plans and in accordance with the Standard Specification 620.20.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials or other construction involved in completing the work. The following is the Pay Item No. for each item described above.

Item No.	Unit	Description
620-99.02	EA	Preformed Thermoplastic Pavement Marking Straight Arrow for Bike Lanes

P. Remove and Replace Ex. Inlet Top Special Inlet

1.0 Description. This work shall consist of removing the existing parallel bar inlet tops, grates and bearing plates and replace them with the same size parallel bar inlet tops, grates and bearing plates at new profile which will be 2” higher than existing.

2.0 Material. Steel reinforcing shall be required around the new lid as detailed in Standard Plan 731.10 for Drop Inlet Covers. All other materials shall meet requirements as identified in Section 731 and Division 10000 of the Standard Specifications. No direct pay will be made for steel reinforcing, providing and installing dowel bars or tie bars as noted on the plans or Standard Plans. No direct pay for installing dowel bars or tie bars into existing concrete as indicated in the Standard Plans.

3.0 Construction Requirements. The contractor shall field verify the size of the inlet and required grate opening area prior to ordering the corresponding parallel bar grate covers, drop inlet tops, grates, and bearing plates. The contractor shall sawcut the existing pavement or shoulder around the inlet to provide the concrete pad around the inlet top in accordance with the

dimensions shown on the plans. If needed, the inlet shall be adjusted to the proper elevation. The contractor shall also repair any damage to the inlet, inlet invert, or pipe connection to the inlet.

4.0 Basis of Payment. The contract unit price shall be considered as full compensation for all labor, equipment, materials or other construction involved in completing the work. The following is the Pay Item No. for each item described above.

Item No.	Unit	Description
614-99.02	EA	Remove and Replace Ex. Inlet Top

Q. RTS Barrier Replacement

1.0 Description. During the design phase of this project an inspection of the existing Movable Concrete Reactive Tension System-Quick Change Moveable barrier known hereafter in this provision interchangeably as (RTS Barrier or MCBS) occurred. During this inspection parts of the system were identified as damaged or deficient. The work in this provision work shall consist of delivering, furnishing, tools, and installation of these damaged or deficient parts with replacement parts in accordance with these specifications.

1.1 Contractor shall furnish the following replacement parts, and all necessary fixtures and connections needed to maintain a functional system:

(a) 75 RTS BARRIER units

(b) 175 RTS BARRIER Guard Topper

The above quantities are an estimate based on the conditions at the time of the inspection.

1.2 The contact information for the MCBS manufacturer is:

Laura Huizinga
Regional Manger
Lindsay Transportation Solutions
Holland, MI

Telephone Number: 1-707-374-6800
Email: Laura.huizinga@lindsay.com

2.0 Materials. All materials for the MCBS shall be in accordance with Sections 500 and 1000, any supplemental FHWA requirements and in accordance with the manufacturer's recommendations.

2.1 The contractor shall furnish to the engineer one copy of the manufacturer's Plan and Parts list for the MCBS installed. The Plan and Parts list shall be documented and certified according to Sections 106.11.3 and 106.12.

2.2 The contractor shall submit certification as documented according to Sections 106.11.3 and 106.12 from the manufacturer on all materials deemed proprietary and not fully covered in the Standard Spec.

3.0 RTS BARRIER. The RTS BARRIER shall be in accordance with the plans, manufacturer's shop drawings, and the manufacturer's recommendations. The top of the barriers shall be "T" shaped to permit it to be picked up by the Barrier Transfer Machine (BTM).

3.1 Each length of barrier placed shall have a reflector installed on the traffic side of the barrier in accordance with Section 617.30 and per the manufacturer's recommendations.

3.2 The RTS Barrier shall have a matching color.

4.0 RTS Guard Topper. Each RTS Barrier unit shall have one topper connected to it as shown on the contract plans or the manufacturer's shop drawings. The Topper shall be suited for pedestrian paths.

4.1 Topper connections to the barrier units shall be as recommended by the manufacturer as shown on the shop drawings.

4.2 Topper shall be designed to allow any water accumulated inside the unit to self-drain over time without any manual maintenance requirement.

4.3 The color of the topper material shall match the color of the RTS Barrier units.

5.0 Construction. The MCBS replacement parts shall be fabricated by the manufacturer according to Section 703 and the manufacturer's recommended procedures. The contractor shall follow the manufacturers recommend procedures for the installation of the MCBS according to the plans.

5.1 The MCBS replacement parts, all elements and necessary appurtenances shall be manufactured by the same manufacturer.

5.2 The individual elements of the MCBS replacement parts shall be acceptable to the engineer in regard to there being no evidence of structural damage, spalling or cracking. Each element of the MCBS shall meet typical cross-sectional dimensions shown in the manufacturer's shop drawings.

5.3 Any individual element of the MCBS replacement parts damaged due to the contractor's operations shall be repaired immediately in accordance with manufacturer's recommendations and all applicable provisions in Sec. 704. Repairs as required due to contractor operations shall be done at the contractor's expense. Barrier sections damaged beyond repair, as determined by the engineer, due to the contractor's operations shall be removed and replaced by the contractor at the contractor's expense.

5.4 For the duration of the contract, the MCBS and its appurtenances may be stockpiled and maintained by the contractor at a location that allows the contractor to install the system. Stockpile location(s) will be approved by the engineer. If barrier stacking is required at the Stockpile locations, it shall be done in accordance with the manufacturer's recommendations. Stacking will only be allowed for RTS BARRIER without attached Toppers.

6.0 Method of Measurement. All work associated with furnishing delivering and installing of the RTS Barrier Replacement Parts and Tools will be per lump sum. This work shall include furnishing all labor, materials, object markers, delineators, metal adapters, hardware kits, barrier units, hardware assemblies, making all connections, equipment, tools, and incidentals, for doing

all work involved in constructing and maintaining the MCBS for the duration of the contract as shown on the plans.

7.0 Basis of Payment. The work performed and materials furnished in accordance with this provision shall be considered incidental to the following Pay Item:

Item No.	Unit	Description
617-99.01	Lump Sum	Misc. RTS Replacement

R. RTS Barrier

1.0 Description. The following provision covers the removal, storage, repair and replacement of the existing Movable Concrete Reactive Tension System-Quickchange Moveable known hereafter in this provision interchangeably as (RTS Barrier or MCBS) separating the westbound travel lanes from the shared use trail on the Rte 370 Discover bridge.

2.0 Construction Requirements.

2.1 Removal of Existing of RTS Barrier. Removal of all existing RTS Barrier as shown on the plans or as approved by the engineer. Existing RTS Barrier shall be completely removed to the satisfaction of the engineer without damage to the RTS Barrier. The contractor shall use tools approved by the RTS Barrier manufacturer to disassemble barrier prior to transporting. Any excess damage shall be repaired at the contractor's expense.

2.2 Storage of Existing RTS Barrier. Existing RTS Barrier shall be stored at a location provided by the contractor. Further coordination with the resident engineer will be needed if the contractor wishes to use MoDOT right of way for storage.

2.3 Reinstallation of Existing RTS Barrier. Existing RTS Barrier shall be stored at a location provided by the contractor. One possible location is the infield of the loop ramp from westbound 370 to southbound 94. If the contractor would like to use this location coordination with the MoDOT Maintenance team will be necessary

2.4 Repair and Replacement of Existing RTS Barrier. Prior to the letting of this project the existing RTS Barrier was inspected. Replacement and installation is covered in the provision "RTS BARRIER REPLACEMENT"

3.0 Materials. All material shall be in accordance with Division 600, 1000, Material Details.

4.0 Method of Measurement and Basis of Payment

4.1 Removal of Existing of RTS Barrier. No measurement will be made for this item**.** All labor, equipment, and material costs to complete the described work shall be covered under the following Item Number:

Item No.	Unit	Description
617-99.01	Lump Sum	Misc. RTS Removal, Storage, Reinstallation

4.2 Storage of Existing RTS Barrier. No measurement will be made for this item. All labor, equipment, and material costs to complete the described work shall be covered under the following Item Number:

Item No.	Unit	Description
617-99.01	Lump Sum	Misc. RTS Removal, Storage, Reinstallation

4.3 Reinstallation of Existing RTS Barrier. No measurement will be made for this item. All labor, equipment, and material costs to complete the described work shall be covered under the following Item Number:

Item No.	Unit	Description
617-99.01	Lump Sum	Misc. RTS Removal, Storage, Reinstallation

4.4 Repair or Replacement of Existing RTS Barrier During Reinstallation. No Measurement will be made for the item "Repair of Existing RTS Barrier". All repairs and replacements shall meet the standards of the manufacturer recommendations.

All labor, equipment, and material costs to complete the described work shall be covered under the following Item Number:

Item No.	Unit	Description
617-99.01	Lump Sum	Misc. RTS Replacement

S. Tree Clearing Restrictions

1.0 Description. The project is within the known range of several bat species protected under the Endangered Species Act. These bats are known to roost in trees with suitable habitat characteristics during summer months. This project also occurs in an area with wetlands present, which are protected under the Clean Water Act.

1.1 To avoid potential negative impacts to federally protected bat species, removal of any trees/limbs greater than three (3) inches in diameter shall only occur between October 16 and March 31.

1.2 To avoid violating the Clean Water Act, vegetation under the bridges shall be cut and/or mowed. The vegetation shall not be removed by other means.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.

T. Restrictions for Migratory Birds

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^{o} 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 140º F water for a minimum of 10 seconds contact on all surfaces. 140 º 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.

U. Missouri Greenway Trail

1.0 Description. One arm of the Missouri Greenway Trail runs on the north side of WB Route 370 including on the Discovery Bridge from the Missouri Bottom Road Trailhead (Point B below) to the Ed Bales Area of Dusable Park (Point C below). Another arm of the Missouri Greenway Trail runs from the Missouri Bottom Road Trailhead (Point B below) intersecting the Route 370 alignment beneath Span 23 between Pier 23 (7E) and End Bent 24 (8E) of the Discovery Bridges and continuing to the St. Charles Rock Road Trailhead (Point A below). This Special Provision provides specific requirements and restrictions relative to impacts, access across and work operation in the vicinity of this trail.

2.0 General Requirements.

2.1 The Missouri Greenway Trail is owned by Great Rivers Greenway and maintained by the City of St. Charles and City of Bridgeton.

3.0 Construction Requirements.

3.1 Complete Trail Closures. The Missouri Greenway Trail that runs on WB Route 370 (B-C) will be closed to the public at all times for much of the duration of construction on Route 370 from November 3, 2025 to December 31, 2027.

3.1.1 Signage. Thirty days prior to commencing work on Route 370, the Contractor shall install closure signs at access points to notify users of the trail closure. The closure signs are to be posted on the trails that lead from the Missouri Bottom Road Trailhead to Route 370 on the east side and from the Ed Bales Area of Dusable Park to Route 370 on the west side. The exact type, size and location of the closure signs are shown in the contract plans. The Engineer reserves the right to prepare explanatory pamphlets for distribution to Trail users.

3.2 Intermittent Trail Closures. The Missouri Greenway Trail that runs from the Missouri Bottom Road trailhead underneath the east-most span of the Discovery Bridges (B-A) will remain open to the public during construction during daylight hours (defined as the period from thirty minutes before sunrise to thirty minutes after sunset).

3.2.1 During those hours when the trail is officially closed the Contractor will be permitted access across the trail in accordance with these Special Provisions and/or other arrangements made between the Contractor, Great Rivers Greenway (GRG), and the City of Bridgeton.

3.2.2 During those periods when the Trail is officially open, closure of the trail will be prohibited anytime between thirty minutes before sunrise and 8:00 a.m. and between 5:00 p.m. and thirty minutes after sunset on weekdays or during daylight hours on weekends and holidays.

3.2.4 Temporary closures not exceeding thirty minutes will be permitted between 8:00 a.m. and 5:00 p.m. on non-holiday weekdays with a maximum of two such closures being permitted with a minimum of 4 hours between such closures on any given day, unless otherwise approved by the Engineer. During these temporary closures, users of the facility will be restricted from entering the construction zone by appropriately placed flagmen.

3.2.5 Temporary closures exceeding thirty minutes between 8:00 a.m. and 5:00 p.m. on non-holiday weekdays may be permitted, as approved by the Engineer. Unless otherwise approved by the Engineer, a bypass or detour in accordance with this Special Provision shall be in place during all temporary closures exceeding thirty minutes.

3.2.6 In order to obtain concurrence and to coordinate public notification and safety, the Contractor shall submit to GRG and the City of Bridgeton, thirty days prior to the commencement of work, a tentative schedule of work activities (including starting and completion dates) that may require temporary closure of the trail exceeding thirty minutes as described above. The Engineer, GRG and the city will coordinate notification regarding construction activities which will impact trail users.

3.2.7 Trail Detours and Protective Structures. The Contractor shall make every effort to allow passage of trail users through the construction zone, whenever it is safe to do so. Such efforts may include the construction of temporary trail detours within the construction zone or the construction of a temporary protective structure over the trail. The location, geometry and construction details of trail detours and temporary structures will require approval of GRG, City of Bridgeton and the Engineer. The vertical and horizontal clearances provided by any temporary structure shall be as required by GRG. The surface of trail detours shall be compatible with GRG standards.

3.2.8 Protection of Facilities. In performing the work under this Contract, the Contractor will not be permitted to move equipment and material along the length of any portion of the trail but will only be permitted to cross the trail at designated locations within the construction work zone. The location and width of such crossing areas will be as approved by the Engineer.

3.2.9 The Contractor is encouraged to provide protection to the trail to minimize damage within the construction zone. The Contractor shall be responsible for repairing damage done to the trail and any temporary detours as a result of the Contractor's construction activities. Such repairs will be performed in a timely manner such that the trail and any temporary detours are always maintained to GRG standards. GRG design standards are available on the GRG website at https://greatriversgreenway.org/design-guidelines/trail-design/.

3.2.10 Post-Project Inspection. The Contractor shall arrange with the Engineer, City of Bridgeton and Great Rivers Greenway a post-construction inspection of the trail to assess condition and determine what damage, if any, will require repair.

3.2.11 Trail User Safety. The Contractor shall maintain an acceptable environment for trail users, even those on the trail outside the normal daytime hours of operation, safe from the hazards of the construction activities performed during the duration of this contract. The Contractor shall store all construction materials such that they are not accessible to trail users.

3.2.12 Signage. Thirty days prior to commencing any work in the vicinity of the trail, the Contractor shall post several signs, the number and location of which shall be coordinated with GRG, the City of Bridgeton and the Engineer, along the trail and at access points to notify users of the possibility of construction delays. The exact placement, size and content of these signs shall be as approved by GRG and the Engineer. The Engineer reserves the right to prepare explanatory pamphlets for distribution to Trail users and to request that the Contractor's flagmen distribute such pamphlets during all periods of trail closure.

4.1 Trail Contacts. The contacts for the Missouri Greenway Trail are:

Mr. Ben Grossman
Director of Greenway Operations, GRG
Phone: (314) 932-4920

Mrs. Vicki Ventrella-Meyer
Assistant Parks Director, City of Bridgeton
Phone: (314) 687-4477

Mr. Dan Mann
Director of Engineering, City of St. Charles
Phone: (636) 940-4601

5.0 Method of Measurement. No measurement will be made for this item.

6.0 Basis of Payment. All costs associated with all work required to comply with the requirements of this Special Provision will be considered incidental to other items of work under this contract.

V. Katy Trail State Park and Consolidated North County Levee

1.0 Description. The Katy Trail State Park right-of-way intersects the Route 370 alignment beneath Span 5 between Piers 5 (5W) and 6 (6W) of the existing bridge on the west side of the Missouri River. The Katy Trail is located on top of the Consolidated North County Levee. This provision provides specific requirements and restrictions relative to access across and work operation in the vicinity of the State Park and Levee.

2.0 General Requirements.

2.1 Levee. There is no work associated in this contract to be performed within the levee itself or in close proximity to the levee. There is no subsurface or excavation work to be performed as part of this project.

2.2 The Contractor shall be required to minimize encroachment on the Katy Trail State Park right-of-way during all phases of the work associated with this contract. The Contractor shall coordinate all construction activities in the vicinity of the Katy Trail with the Missouri Department of Natural

Resources (MoDNR), who will be solely responsible for approving access across and on the Katy Trail and the timing and duration of trail closures, except as otherwise permitted in this Special Provision. For purposes of this contract "in the vicinity of the Katy Trail" applies to any land based or overhead operations within 150 feet of the centerline of the existing trail. The Contractor shall provide MoDNR at least one month prior to starting work which requires encroachment on or access across the Katy Trail right-of-way. Unless otherwise approved by MoDNR, encroachments on the Katy Trail State Park right-of-way will only be permitted during daylight hours between November 1 and April 1 or during night time hours.

2.3 Trail Closures. The Katy Trail is open to public use only during daylight hours (defined as the period from thirty minutes before sunrise to thirty minutes after sunset).

2.4 During those hours when the trail is officially closed the Contractor will be permitted access across the trail in accordance with these Special Provisions and/or other arrangements made between the Contractor and MoDNR.

2.5 During those periods when the Katy Trail is officially open, closure of the trail will be prohibited anytime between thirty minutes before sunrise and 8:00 a.m. and between 5:00 p.m. and thirty minutes after sunset on weekdays or during daylight hours on weekends and holidays.

2.6 Temporary closures not exceeding thirty minutes will be permitted between 8:00 a.m. and 5:00 p.m. on non-holiday weekdays with a maximum of two such closures being permitted with a minimum of 4 hours between such closures on any given day, unless otherwise approved by MoDNR. During these temporary closures, users of the facility will be restricted from entering the construction zone by appropriately placed flagmen, as approved by the Engineer.

2.7 Temporary closures exceeding thirty minutes between 8:00 a.m. and 5:00 p.m. on non-holiday weekdays may be permitted, as approved by MoDNR. Unless otherwise approved by MoDNR, a bypass or detour in accordance with this Special Provision shall be in place during all temporary closures exceeding thirty minutes.

2.8 In order to obtain concurrence and to coordinate public notification and safety, the Contractor shall submit to MoDNR, thirty days prior to the commencement of work, a tentative schedule of work activities (including starting and completion dates) that may require temporary closure of the trail exceeding thirty minutes as described above. The Engineer and MoDNR will coordinate notification regarding construction activities which will impact trail users.

2.9 Katy Trail Bicycle Ride. Closure of the Katy Trail will not be allowed during the annual June Katy Trail Bicycle Ride for the date(s) the riders are anticipated to be in St. Charles County.

2.10 Trail Detours and Protective Structures. The Contractor shall make every effort to allow passage of trail users through the construction zone, whenever it is safe to do so. Such efforts might include the construction of temporary trail detours within the construction zone or the construction of a temporary structure over the trail. The location, geometry and construction details of trail detours and temporary structures will require approval of MoDNR and the Engineer. The vertical and horizontal clearances provided by any temporary structure shall be as required by MoDNR. The surface of trail detours shall be compatible with MoDNR standards.

2.11 Protection of Facilities. In performing the work under this Contract, the Contractor will not be permitted to move equipment and material along the length of any portion of the trail but will only be permitted to cross the trail at designated locations within the construction work zone.

The location and width of such crossing areas will be as approved by the Engineer in coordination with MoDNR.

2.12 The Contractor is encouraged to provide protection to the trail to minimize damage within the construction zone. The Contractor shall be responsible for repairing damage done to the trail and any temporary detours as a result of the Contractor's construction activities. Such repairs will be performed in a timely manner such that the trail and any temporary detours are always maintained to MoDNR standards. The Engineer will furnish the Contractor a copy of MoDNR trail specifications as a minimum guide for making trail repairs.

2.13 The Contractor shall protect the remnant track structure (rail, ties and ballast) of the mainline M.K.T. Railroad that is adjacent to and west of the trail within the trail right-of-way. The Contractor's proposal for track structure protection shall be approved by MoDNR and the Engineer prior to the commencement of work.

2.14 Trail User Safety. The Contractor shall maintain an acceptable environment for trail users, even those on the trail outside the normal daytime hours of operation, safe from the hazards of the construction activities performed during the duration of this contract. The Contractor shall store all construction materials such that they are not accessible to trail users.

2.15 Signage. Thirty days prior to commencing any work in the vicinity of the trail, the Contractor shall post several signs, the number and location of which shall be coordinated with MoDNR and the Engineer, along the trail and at access points to notify users of the possibility of construction delays. The exact placement, size and content of these signs shall be as approved by MoDNR and the Engineer. The Engineer reserves the right to prepare explanatory pamphlets for distribution to Katy Trail users and to request that the Contractor's flagmen distribute such pamphlets during all periods of trail closure.

2.16 Clearing and Drainage. Limited tree clearing within the trail right-of-way will be permitted as approved by MoDNR. The Contractor is responsible for maintaining the existing drainage patterns relative to the trail and providing adequate drainage, as approved by the Engineer, related to any detours or bypasses.

3.0 Construction Requirements.

3.1 The Consolidated North County Levee may not be used as a construction access road. Access along the Levee or on the levee faces will not be permitted. Access to and across the levee shall be restricted to within the right-of-way, and in accordance with the requirements of this Special Provision.

3.2 At a minimum of thirty days prior to commencing work within the vicinity of the levee, the Contractor shall submit a work plan to the Engineer, to the Consolidated North County Levee District and to the United States Army Corps of Engineers. The work plan will present in detail the Contractor's proposal for working in the vicinity of the levee, including specific pieces of equipment and their locations, the location and material make-up and construction of work platforms and access roads, and the description and details of all other construction related items that could impact the levee. Work shall not commence in the vicinity of the levee until after the work plan is approved by the Engineer, by the Consolidated North County Levee District and by the United States Army Corps of Engineers.

3.3 Temporary Trail Access Agreement. The Contractor shall prepare and submit for approval a Katy Trail State Park Temporary Access Agreement (no-cost) to the MoDNR contact listed below. The Contractor shall not access the trail prior to MoDNR approving and executing the Temporary Access Agreement. A copy of said agreement is included in the electronic deliverables.

4.0 Contact Information.

4.1 MoDNR Contact. The contact for MoDNR for any aspect of construction activities as related to the Katy Trail State Park is as follows:

Mr. Quinn Kellner Section Manager, MoDNR
(636) 899-1135 (office)
(314) 807-1511 (mobile)
Email: quinn.kellner@dnr.mo.gov

5.0 Method of Measurement. No measurement will be made for this item.

6.0 Basis of Payment. All costs incurred by the Contractor in complying with the various requirements shall be completely covered by the contract unit prices bid for the various items of work in the contract.

W. Missouri Bottoms Levee

1.0 Description. The Missouri Bottoms Levee abuts the Route 370 roadway embankment on the east side of the Missouri River adjacent to the end span of the existing bridge. This Special Provision provides specific requirements and restrictions relative to impacts to this levee.

2.0 General Requirements. There is no work associated in this contract to be performed within the levee itself or in close proximity to the levee. There is no subsurface or excavation work to be performed as part of this project.

3.0 Construction Requirements.

3.1 The Missouri Bottoms Levee may not be used as a construction access road. Access along the Levee or on the levee faces will not be permitted. Access to and across the levee shall be restricted to within the right-of-way, and in accordance with the requirements of this Special Provision.

3.2 At a minimum of thirty days prior to commencing work within the vicinity of the levee, the Contractor shall submit a work plan to the Engineer, to the Missouri Bottoms Levee District and to the United States Army Corps of Engineers. The work plan will present in detail the Contractor's proposal for working in the vicinity of the levee, including specific pieces of equipment and their locations, the location and material make-up and construction of work platforms and access roads, and the description and details of all other construction related items that could impact the levee. Work shall not commence in the vicinity of the levee until after the work plan is approved by the Engineer, by the Missouri Bottoms Levee District and by the United States Army Corps of Engineers.

4.0 Method of Measurement. No measurement will be made for this item.

5.0 Basis of Payment. All costs associated with all work required to comply with the requirements of this Special Provision will be considered incidental to other items of work under this contract.

X. Vegetation, Removal and Trimming

1.0 Description. This work shall consist of removing or trimming back all trees, brush, and other vegetation such that the bridge structures shall be cleared of vegetation within twenty (20) feet of the outside edge of the bridge barrier structure. This work shall also include transporting and disposing of this material off of the right of way.

2.0 Construction Requirements. This work shall be done in accordance with the Sec 201, except hereinafter.

2.1 Limits of Removal. The area of clearing shall include under Route 30 bridge structures A20145 & A20144, all vegetation between the two bridge structures, and twenty (20) feet measured from the outside of the bridge barrier mounted on the bridge deck.

2.2 Limits of Trimming. All tree limbs and brush that fall within twenty (20) feet outside of the bridge structures shall be trimmed back.

2.3 Existing Right of Way. The contractor shall exercise caution when trees, brush or other vegetation is near the limits of MoDOT's right of way and verify any ownership of vegetation prior to the start of this work.

3.0 Method of Measurement. No final measurement shall be made.

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for at the contract unit bid price for Item Number:

Item No.	Unit	Description
201-99.01	Lump Sum	Misc. Vegetation, Removal and Trimming

Y. Drift Mat Removal

1.0 Description. Debris shall be hauled to an upland location and must be disposed of in a permissible manner. Open burning restrictions can be found on the EPA website.

2.0 Method of Measurement. No measurement will be made for this item

3.0 Basis of Payment. The Contractor will be paid for at the contract lump sum price for Item "Drift Mat Removal to recover the cost of labor, materials, or equipment required to comply with the above requirements:

Item No.	Unit	Description
201-99.01	Lump Sum	Misc. Lump Sum Drift Mat Removal

Z. Utilities JSP-93-26F

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

Utility Name	**Known Required Adjustment**	**Type**
AT&T Brian Puszkar Sr Specialist-OSP Design Engineer Phone: (314)971-5880 Email: bp2429@att.com	None	Communications
Spectrum/Charter Matt Butler 101 Northwest Plaza Dr. St. Ann, MO 63074 Phone: (314) 365-2141 Email: matt.butler@charter.com	None	Cable/High Speed Broadband
Ameren Missouri Steven G Underwood, P.E. 2100 Blue Stone Drive St. Charles, MO 63303 Phone: (573) 286-1800 - cell Email: sunderwood2@ameren.com	None	Power
Missouri American Water Lucy E. Kluegel 727 Craig Rd Creve Coeur, MO 63141 Phone: (636) 578-3327 Email: lucy.kluegel@amwater.com	None	Water
City of St. Charles Water and Sewer John M Phillips Utilities Superintendent City of St. Charles – Public Works Dept. 2871 Elm Point Industrial Dr. St. Charles, MO 63301 Phone: (636) 255-6121 Phone: (314) 609-4223 - Cell Email: john.phillips@stcharlescitymo.gov	None	Water and Sewer

Spire Nick Eggert Area Manager, Construction Engineering 700 Market St. St. Louis, MO 63101 Phone: (314) 330-5720 – Cell Email: nicholas.eggert@spireenergy.com	None	Gas
Lumen Richard Obremski Phone: (314) 378-9931 - Cell Email: Richard.Obremski@lumen.com	None	High Speed Broadband

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.

AA. Winterization

1.0 Description. Following completion of Stage 1 the temporary traffic control must be removed and 3 travel lanes in each direction must be restored.

2.0 Construction Requirements. Gaps in the center median barrier may remain in place if protected with Temporary Concrete Traffic Barrier (TCTB) special care shall be taken to cover blunt ends of existing barrier in the approaching direction. If desired the contractor can protect blunt end by overlapping concrete barrier so blunt end of the existing is protected and blunt end of the TCTB is in the same direction as traffic. WB edge lines and lane lines are to be restored. Striping removal and striping are covered under the appropriate bid items within this contract. All other work associated will be incidental to the lump sum pay item Misc. Winterization.

3.0 Materials. All material shall be in accordance with Division 1000, Material Details.

4.0 Basis of Payment. All labor, equipment, and material costs to complete the described work not shown separately under other pay items shall be considered incidental to item number:

Item No.	Unit	Description
616-99.01	Lump Sum	Misc. Winterization

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

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

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

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

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

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

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

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

CC. Water Quality Control Measures in Consideration of Sensitive Species

1.0 Description. The Missouri River serves as habitat for sensitive species, some of which are federally-listed threatened or endangered.

2.0 Restrictions. To avoid any negative impacts to these species and their habitat, water quality shall be protected from construction and maintenance impacts.

2.1 Erosion and sediment controls must be utilized to ensure no runoff or material enters streams and other water bodies from incidental roadway and bridge construction or maintenance.

2.2 Construction materials, water, or residue shall not be allowed to enter the Missouri River or other water bodies. This shall include, but is not limited to, grading, hydro-blasting, cold milling, sandblasting, scraping, paving or over-coating.

2.3 Vehicles or equipment around the river shall be inspected daily, prior to use, for leaks or other potential water quality hazards. Any leaks or other water quality hazards on equipment shall be repaired and cleaned off of the equipment prior to use around the river.

2.4 No work pads or causeways will be allowed in the Missouri River with this project.

2.5 No refueling or topping off of fluids in equipment shall take place within 100 feet of the Missouri River or tributaries.

3.0 Basis of Payment. No direct payment will be made to the Contractor to recover the cost of labor, materials, or equipment required to comply with the above requirements.

DD. Pavement Marking Removal

1.0 Description. Pavement Marking Removal shall be in accordance with Section 620.50 and specifically as follows.

2.0 Construction Requirements. Removal of all pavement marking both temporary and permanent within the limits of striping shall be as shown on the plans or as approved by the engineer. Pavement marking shall be completely removed to the satisfaction of the engineer with minimal damage to the pavement. The contractor shall use an approved **water blasting method** to remove the pavement marking on concrete surfaces. No more than five percent of the existing marking shall remain. The pavement surface shall not be left scarred with an image that might mislead traffic. Any excess damage or scarring of the pavement shall be repaired at the contractor's expense. It shall be the contractor's responsibility to determine what type of material needs to be removed.

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

4.0 Basis of Payment. All labor, equipment, and material costs to complete the described work not shown separately under other pay items shall be considered incidental to item number:

Item No.	Unit	Description
620.70-01	LF	Pavement Marking Removal

EE. Temporary Median Crossovers

1.0 Description. This work shall consist of preparation of the site, furnishing of all materials, installation, maintenance, and complete removal of the temporary median crossover to be located both east and west of the Route 370 crossing over the Missouri River as shown in the plans as well as restoration of the site to preconstruction conditions.

2.0 Construction Requirements.

2.1 The temporary median crossover shall be constructed as shown in the plans. Existing roadway improvements in the median not shown for removal shall not be disturbed. Any damage to existing improvements that are to remain shall be repaired or replaced in kind at the Contractor’s expense.

2.4 Removal of the temporary median crossover shall include restoring the median to original grade and conditions. Trench drain may be left in place if it does not conflict with proposed permanent Type C Barrier. Any damage to existing roadway improvements during restoration

activities will be considered the responsibility of the Contractor and shall be repaired or replaced in kind at the Contractor's expense.

3.0 Materials. All material shall be in accordance with Division 1000, Material Details.

4.0 Basis of Payment. No direct payment will be made to the Contractor to recover the cost of labor, materials, or equipment required to comply with the above requirements. All costs shall be considered incidental to item number:

Item No.	Unit	Description
202-20.10	Lump Sum	Removal of Improvements

FF. Coordination with Other Projects

1.0 Description. The contractor shall coordinate traffic management between this project and any other projects on Route 370, and projects which affect Route 370, including future projects. Each Contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. In case of dispute, the Engineer shall be the referee and the Engineer's decision shall be final and binding on all.

2.0 Coordination. The Contractor shall coordinate all limits of the project with the Missouri Department of Transportation related to the following projects:

- Route 370 and Route 94 Coldmill and Resurfacing Project (Job No. J6P3649)
- Bridge Rehabilitation Project on Route 370 over Route 94 in St. Charles County (Job No. JSL0248)

This list of projects is not all inclusive. The contractor shall be aware that there may be other projects including, but not limited to, utility, St. Charles and St. Louis Counties, private, MoDOT maintenance, permit, or other 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, projects other than the ones listed above may impact this project and work to coordinate construction and traffic management efforts between this project and any other project involved.

3.0 Site Construction. The Contractor shall arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractor.

4.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of the equipment, labor, materials, or time required to for this coordination with other projects.

GG. Truck Mounted Attenuator (TMA)

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.

2.2 Pavement Repair Work – At Full Depth Concrete Pavement Repair and Partial Depth Pavement Repairs that use the Hybrid Polymer Modified Repair Material as noted in plan quantities on both St. Charles County and St. Louis County sides of project.

2.3 Undersealing Material Work – At Undersealing Material as noted in plan quantities on both St. Charles County and St. Louis County sides of project.

2.4 Installation of Guardrail – At locations as noted in plan quantities on St. Louis County side of the project.

2.5 Striping removal and installation – As noted in plan quantities on both St. Charles County and St. Louis County sides of project.

2.6 Paving operations – As noted in plan quantities on both St. Charles County and St. Louis County sides of project.

2.7 Removal and Reinstallation of RTS Barrier – As noted in plan quantities on both St. Charles County and St. Louis County sides of project.

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 additional payment will be made for any additional truck mounted attenuators (TMAs) that may be 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	LS	Truck Mounted Attenuator (TMA)

HH. Alternate for Undersealing

1.0 Description. This work shall consist of Undersealing an existing pavement with either Asphalt Cement or High Density Polyurethane in accordance with the Plans and Special Provisions in this contract or as directed by the engineer.

2.0 Alternates. To exercise this option, separate pay items, descriptions and quantities are included in the itemized proposal for each of the two alternates. The bidder shall bid only one of the two alternates and leave blank in the contract unit price column for any pay item listed for the other alternate. If the bidder leaves any value in the unit price column for another alternate other than the one they are bidding, the bid will be rejected.

3.0 Basis of Payment. The accepted quantity of the chosen alternate and other associated items will be paid for at the unit price for each of the appropriate pay items included in the contract.

II. Optional Pavements JSP 06-06H

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

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

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

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

2.3 The grading is not shown on the plans. Any necessary grading is incidental to the price for the Optional Pavement.

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

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

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

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for at the contract unit bid price for the following pay time:

Item No.	Unit	Description
401-99.05	Square Yard	Optional Full Depth Pavement

4.1 For projects with previously graded roadbeds, any additional quantities required to bring the roadway subgrade to the proper elevation will be considered completely incidental to pay item 401-99.05.

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

JJ. Spray Thermoplastic Pavement Markings

1.0 Description. This work shall consist of furnishing and installing pavement markings and glass beads as shown on the plans or as directed by the Engineer. Existing markings will not be removed prior to installing pavement markings. The pavement markings shall consist of 40 mil spray thermoplastic marking material and drop on glass beads to provide retroreflectivity. This work shall be in accordance with Sec 620 and accompanying provisions except as modified herein.

2.0 Materials.

2.1 Spray Thermoplastic.
Spray thermoplastic material shall be in conformance with AASHTO Spec M249 with the following exceptions:

2.1.1 Application.: Spray thermoplastic shall be applied at 40 mils

2.1.2 Composition.

COMPONENT	WHITE	YELLOW
Binder (% min)	26	26
Intermix Glass Beads (% min)	35	35
TiO^2 Pigment (% min)	10	-
Calcium Carbonate and Inert Fillers (% max)	29(1)	29(1)

(1) The amount of Calcium Carbonate and inert fillers shall be as recommended by the manufacture, provided all other specifications are met

2.2 Glass Beads.

Drop on glass beads shall be applied into the thermoplastic pavement marking by means of a low pressure, gravity drop bead applicator in accordance with AASHTO M 247 with the following exceptions:

2.2.1 Gradation.

U.S. Mesh	Microns	% Passing
16	1180	90-100
18	1000	65-80
20	850	
30	600	30-50
40	425	
50	300	0-5
80	180	

2.2.2 Roundness. All beads shall meet a minimum of 80 percent true spheres in accordance with AASHTO R98-20.

2.2.3 Color / Clarity. Beads shall be colorless, clear, and free of carbon residues.

2.2.4 Refractive Index. Minimum 1.51 by oil immersion method.

2.2.5 Air Inclusions. Less than 5 percent by visual count.

2.2.6 Chemical Resistance. Beads shall be resistant to hydrochloric acid, water, calcium chloride, and sodium sulfide as tested per methods outlined in sections 4.3.6 to 4.3.9 of the TT-B Federal Spec.1325D.

2.2.7 For Epoxy Pavement Marking, a minimum of 40 percent of the total weight shall be manufactured using a molten kiln direct melt method. For Waterborne and Low VOC Paint, a minimum of 15 percent of the total weight shall be manufactured using a molten kiln direct melt method. All molten kiln direct melt glass beads shall be above the 600 µm (#30) sieve.

2.2.8 Glass beads used for any type of pavement marking shall not contain more than 75 parts per million (ppm) arsenic, 75 ppm antimony and 100 ppm lead, as tested in accordance with EPA methods 3052 and 6010C, or other approved testing method

3.0 Retroreflectivity Requirements. Spray thermoplastic applications will be evaluated and accepted following the same MoDOT procedures found in Sec 620 with the minimum retroreflectivity requirements shown below:

Spray Thermoplastic		
White	Yellow	% Payment
≥400	≥300	105%
350-399	250-299	100%
250-349	175-249	80%[a]

[a] Contractor has the option to accept this deduction or to correct and improve payment.

4.0 Method of Measurement.

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

4.2 Where required, measurement of 4 inch, 6 inch, 12 inch or 24 inch pavement marking will be made to nearest linear foot. Where intermittent lines are specified, deductions will be made for the gaps in pavement marking.

5.0 Basis of Payment. The accepted quantity of pavement markings including all labor, equipment, and material necessary to remove the existing marking will be paid at the contract unit price for Item Numbers:

Item No.	Unit	Description
620-99.03	Linear Foot	Misc. 12 in. White Spray Thermoplastic Pavement Marking

KK. Contractor Quality Control NJSP-15-42

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

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

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

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

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

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

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

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

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

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

LL. <u>Hybrid Polymer Concrete for Use in Partial Depth Pavement Repairs</u>

1.0 Description. This work shall consist of removal, furnishing, and placing hybrid polymer concrete material to repair existing concrete pavement by performing partial depth concrete pavement repairs as specified in the plans or as approved by the engineer. All work shall be in accordance with Section 613 except as modified herein.

1.1 Acceptable Manufacturer Systems. The chosen HPC system shall meet the performance requirements as stated in this provision and shall be FasTrac CE700 HPC or approved equal.

2.0 Materials.

2.1 Resin Binder. The HPC Resin binder shall be a 100 percent solid two-component, thermosetting hybrid system that is moisture insensitive and shall comply with the following requirements:

Resin Binder		
Property	**Requirement**	**Test Method**
Viscosity*	750 Centipoise, minimum	ASTM C881 / AASHTO M 235
Flash Point	>200° F	ASTM D3278
VOC Content	<10 g/L	EPA24
Styrene Content	0%, maximum	ASTM D2369
Gel Time	10 minutes, minimum	C881 / ASTM M 235
Tensile Strength	2000 - 2500 psi at 7 Days	ASTM D638
Tensile Elongation	50% minimum at 7 Days	ASTM D638
Tensile Bond Strength to Concrete	250 psi or 100% Substrate Failure	ASTM C1583 (ACI 503R)
Water Absorption	0.5% @24 hours, maximum	ASTM D570
Type D Hardness	60-80	ASTM D2240
Thermal Compatibility	Pass	ASTM C884
Chloride Ion Permeability	<10.0 Coulombs	AASHTO T277

*Spindle and speed selection based upon ASTM D2556.

2.2 Mixed Aggregates.

2.2.1 Crushed Particles. Aggregate retained on the No. 8 sieve shall have a maximum of 45 percent crushed particles as determined by AASHTO T 335.

2.2.2 Moisture Content. Moisture content shall not be more than one half of the weighted average as determined by AASHTO T 255 at the time of mixing with the resin.

2.2.3 Aggregate Gradation.

Gradation Requirements	
Sieve Size	**Percent Passing by Weight**
1/2"	100
3/8"	98-100
No. 4	77-100
No. 8	60-82
No. 16	34-56
No. 30	5-25

No. 50	0-15
No. 100	0-7
No. 200	0-3

2.3 Surface Aggregates. Only light-colored aggregate (e.g. flint rock or similar) that meets the requirements of Sec 1039 shall be used on this job. No dark colored aggregate will be allowed (e.g. coal slag).

2.3.1 All aggregates shall be furnished in appropriate packaging that is clearly labeled and protects the aggregate from any contaminates on the jobsite and from exposure to rain or other moisture.

2.4 Delivery of Materials. All materials shall be delivered in their original containers bearing the manufacturer's label, specifying date of manufacturing, batch number, trade name and quantity. Each shipment shall be accompanied by a Material Safety Data Sheet (MSDS).

2.5 Storage of Materials. The material shall be stored to prevent damage by the elements and to ensure the preservation of their quality and fitness for the work. The containers shall be stored in a manner that will not allow leakage or spillage from one material to contact the containers or materials of the other. The storage space shall keep the materials clean and dry and shall contain a high-low thermometer. The temperatures of the storage space shall not fall below nor rise above that recommended by the manufacturer. Every precaution shall be taken to avoid contact with flame.

2.6 Training. The contractor shall arrange to have the material supplier furnish technical service related to application of material and health and safety training for personnel who are to handle the materials. The installer shall be certified by the HPC system supplier.

2.7 Technical Support. The engineer may require the material's supplier to have a representative onsite during the initial surface preparation and initial placement of the material. The material representative shall provide consultation as Quality Control of the installation of the product, but the engineer will have final decision-making authority in all matters.

3.0 Mix and Application Procedure. The contractor shall prepare and submit all applicable mixing and application procedures to the engineer for approval prior to the preconstruction meeting. All equipment and materials used in the mixing and application procedure shall be in accordance with the manufacturer's requirements.

4.0 Construction.

4.1.1 Surface Preparation. Removal of the existing patched, spalled, delaminated or otherwise deteriorated concrete surface shall be limited to 1/3 (one third) of the pavement thickness or 4 inches, whichever is less. Removal of concrete shall be accomplished with light jack hammers and/or a mill head designed for concrete milling. All loose materials, including milled or broken concrete or asphalt, crack seal materials, oil, sand, dust, grit or other contaminants, shall be completely removed. Exposed faces of the concrete shall be cleaned with compressed air at a minimum of 100 psi. Removal of material shall be in accordance with Sec 202.2.

4.1.2 If the manufacturer requires priming, all surfaces of the repair area shall be primed using a primer and procedure recommended and approved by the manufacturer. Any costs related to

primer shall be included in the unit cost. No direct payment will be made for the priming of the repair areas.

4.1.3 Partially exposed reinforcing steel mesh shall be removed or sandblasted clean before placing patch materials. If sandblasting is used, all surfaces shall be cleaned of loose sandblasting grit with compressed air.

4.2 Placement. The hybrid polymer concrete shall not be placed when weather or surface conditions are such that the material cannot be properly handled, placed and cured per manufacturer's recommendations within the specified requirements of traffic control.

4.2.1 Mixing Equipment. The concrete shall be volumetrically mixed at the job site by a continuous mixer in accordance with Sec 501. Small quantities that can be placed without a volumetric mixer shall be mixed according to the manufacturer's requirements and as approved by the engineer.

4.2.1.1 Batching Information. The continuous mixer shall be equipped with a metering device that automatically measures and records the aggregate volumes and corresponding resin volumes. The volumes shall be recorded at no greater than five-minute intervals along with the time and date of each recording. A printout of the recordings shall be furnished to the engineer at the end of each shift. Readout gages shall be visible to the engineer at all times.

4.2.1.2 Mixture Consistency. The concrete discharged from the mixer shall be uniform in composition and consistency. Mixing capability shall be such that initial and final finishing operations can proceed at a steady pace.

4.2.2 Finishing Equipment. Finishing equipment shall be capable of consolidating the hybrid polymer concrete and striking off the hybrid polymer concrete to the final grade, thickness and cross-sections as shown in the contract documents.

4.2.3 Contamination. The contractor shall prevent any cleaning chemicals from reaching the overlay system components during the mixing operation.

4.3 Placement of Surface Aggregate.

4.3.1 Broadcast Aggregate Application. Dry aggregate shall be applied in such a manner as to cover the overlay completely within 5 minutes of application. The dry aggregate shall be placed in a manner such that the level of the overlay is not disturbed.

4.3.2 Wet spots shall be covered with the aggregate prior to the gelling of the Resin Binder.

4.3.3 After the curing period, all loose aggregate shall be removed by brooming or vacuuming. Any loose aggregate reclaimed for reuse as broadcast aggregate shall be approved by the engineer. At a minimum the reclaimed aggregate shall be screened and verified to be clean, uncontaminated and dry. All reclaimed aggregate must be in conformance with the requirements in Section 2.0 Materials.

4.4 Curing. Traffic and construction equipment will not be permitted on the repair area until the hybrid polymer overlay has adequately cooled and gained strength as recommended by the manufacturer.

4.5 Repair areas in the roadway and shoulders shall be swept clean of all loose debris before opening to traffic.

5.0 Additional or Reduced Work. If additional work is necessary beyond what is specified in the work order or the required repair is not as extensive as originally viewed, the contractor shall contact the engineer for authorization to proceed with the additional or reduced work. The contractor shall note that this authorization to proceed with additional or reduced work may change which unit bid items are used to calculate final payment depending on final repair quantities. Any work performed without authorization of the engineer shall be at the contractor's expense.

6.0 Method of Measurement. Measurement shall be made to the nearest cubic yard based on the actual material used with an acceptable form of package documentation.

7.0 Basis of Payment. Payment for the above-described work, including all material, equipment, labor and any other incidental work including milling necessary to complete this item, will be considered completely covered by the contract unit price for the following Item:

Item No.	Unit	Description
613-99.07	CY	MISC. Partial Depth Concrete Pavement Repair Using Hybrid Polymer Repair Material

MM. Lump Sum Temporary Traffic Control JSP-22-01B

1.0 Delete Sec 616.11 and insert the following:

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

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

2.0 Delete Sec 616.12 and insert the following:

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

(a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.

(b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.

(c) Covering and uncovering existing signs and other traffic control devices.

(d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.

(e) Worker apparel.

(f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.

(g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.

(h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.

(i) Provide and maintaining work zone lighting and work area lighting.

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

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

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

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

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

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

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

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

Job No.: JSL0248
Route: 370
County: St. Charles

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

07/30/2025 2:01:00 PM
MICHAEL EDWARD BLATTNER - CIVIL
MO-PE-2008019525

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 W. CAPITOL AVE.
JEFFERSON CITY, MO 65102
Phone 1-888-275-6636

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

JOB NUMBER:JSL0248
ST. CHARLES COUNTY, MO
DATE PREPARED: 06/23/2025

ADDENDUM DATE:

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

Job No.: JSL0248
Route: 370
County: St. Charles

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 under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 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.

Notice to Proceed: November 3, 2025
Contract Completion Date: April 3, 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
JSL0248	N/A	$7,600

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. 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.

2.5.1 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

3.2 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. The contractor may not work during the following listed hours:

Route 370 Eastbound:
Single-lane drop – 9:00 a.m. – 5:00 a.m.
Double-lane drop – 6:00 p.m. – 5:30 a.m.

Route 370 Westbound:
Sign-lane drop – 6:00 p.m. – 1:00 p.m.
Double-lane drop – 7:00 p.m. – 5:30 a.m.

Route 94 Eastbound and Westbound:
Sign-lane drop – 9:00 p.m. – 6:00 a.m.

3.4 Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 6:00 p.m. to 5:30 a.m. for this project.

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.

4.3 The Engineer will ensure any disruptions to pedestrian trail 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 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 St. Charles County Police Department (636) 949-3000	
St. Charles County Ambulance District (636) 344-7600	MoDOT Transportation Management Center (TMC) Hours of Operation: 24/7/365 Dispatch: (314) 275-1500

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.

Michael Blattner, P.E., Project Contact
Transportation Project Manager
Missouri Department of Transportation
St. Louis District
1590 Woodlake Drive
Chesterfield, MO 63017

Telephone Number: 314-453-1751
Cell Number: 636-893-3882
Email: Michael.Blattner@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-18-01HH

- 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;

(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 ±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.

G. Contractor Quality Control NJSP-15-42

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

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

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

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

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

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

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

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

4.0 Work Planning and Scheduling.

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

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

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

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

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

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

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

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

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

H. Utilities

1.0 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; therefore, the extent of conflicts with utilities are unknown. It is the inherent risk of the work under this contract that the contractor may encounter these utilities above and/or below the ground or in the vicinity of any given work item which may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the Commission at the time of bidding and award of the contract. It is, therefore, the responsibility of the contractor to comply with Missouri CSR 319 to get utilities marked and verify the existence, location and status of any marked utility prior to any excavations. Such verification may require direct contact with the listed utilities.

2.0 If utility facilities are discovered the contractor shall contact the MoDOT Area Utility Coordinator, Steve Belcher at (314) 624-7382. The engineer will determine whether relocation of the utility is necessary to accommodate construction or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified.

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

I. 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.

2.2 Bridge Deck Crack Repair and Sealing Work – At Bridge Deck on either bridge during crack repair and sealing work.

2.3 Bridge Painting – At Route 94 locations during bridge painting.

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

4.0 Basis of Payment.

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.

J. 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^{o} 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 140º F water for a minimum of 10 seconds contact on all surfaces. 140 º 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.

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

1.0 Description.

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

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

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

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

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

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

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

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

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

2.2 The payer must report the following information within Signet:

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

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

2.3 In the event that no work has been completed by a DBE during the estimate period, such that no payment is due to a DBE subcontractor, trucker, manufacturer, regular dealer, or broker, then

the prime contractor will mark payment complete within Signet, and no other payments are required to be reported.

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

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

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