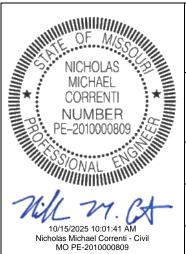
County: St. Louis & Jefferson

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# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

#### EFK Moen

13523 Barrett Parkway, Suite 250 St. Louis, MO 63021 Certificate of Authority: #001578 Consultant Phone: (314) 394-3100

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

JOB NUMBER: J613290 ST. LOUIS & JEFFERSON CO., MO DATE PREPARED: 10/15/2025

ADDENDUM DATE:

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

County: St. Louis & Jefferson

# JOB SPECIAL PROVISION

# A. <u>General - Federal</u> 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 <a href="https://www.modot.org">www.modot.org</a> 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 <a href="www.modot.org">www.modot.org</a> under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 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. <u>Contract Liquidated Damages</u> 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.

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Notice to Proceed: January 5, 2026 Contract Completion Date: May 31, 2028

**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 **J6I3290** N/A \$11,400

- **3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of \$2,000 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

- **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

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

- **2.2** The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.
- **2.3** The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.
- **2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.
- 2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 15 minutes to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

### 2.5.1 Traffic Safety.

- **2.5.1.1 Recurring Congestion.** Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.
- **2.5.1.2 Non-Recurring Congestion.** When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.
- **2.6 Transportation Management Plan.** The contractor Work Zone Specialist (WZS) shall review the Transportation Management Plan (TMP), found as an electronic deliverable on MoDOT's Online Plans Room and discuss the TMP with the engineer during the preconstruction conference. Throughout the construction project, the WZS is responsible for updating any changes or modifications to the TMP and getting those changes approved by the engineer a

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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 outside the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractor's operation 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 below work hours may be modified. Any work requiring a reduction in the number of through lanes of traffic shall be completed as noted in the tables below:

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Single Lane Closure			
I-55 Northbound or I-55 Southbound or NB 141 Ramp SB Meramec Bottom Ran			
Sunday thru Saturday (7-Days a Week) **	9 pm to 5 am	10 pm to 6 am	
Sunday thru Saturday (7-Days a Week) ***	No Restrictions	No Restrictions	

<sup>\*</sup> Note: Median Barrier Replacement shall not coincide with any other lane closure.

<sup>\*\*\*</sup> When Traffic Lanes are in their Normal Lane Configuration (Not During Staged Construction)

Double Lane Closure				
Location		I-55 Northbound	I-55 Southbound	
Between Butler Hill Road and Richardson Road	Sunday thru Saturday (7-Days a Week)	7 pm to 5 am	7 pm to 5 am	
Type C Barrier Replacement Concrete Pours	Only during hours specified (Liquidated Damages Apply)	From 7 pm Friday night to 5 am Monday Morning (Continuous Lane Drop Allowed)		

Note: Double Lane Closures are only allowed when traffic is in their current existing lane configuration. (Not during Staged Construction - Stages 1-4)

Triple Lane Closure				
Location I-55 Northbound I-55 Southbound				
Between Butler Hill Road and Richardson	Sunday thru Saturday (7-Days a Week)	10 pm to 5am	10 pm to 5 am	
Road				

Note: Triple Lane Closures are only allowed when traffic is in their current existing lane configuration. (Not during Staged Construction - Stages 1-4)

Crossovers for Staged Construction			
Work Phase I-55 Northbound I-55 Southbound			
Stages 1 & 2	3/15/2026 to 11/24/2026	3/15/2026 to 11/24/2026	
Stages 3 & 4	3/15/2027 to 11/23/2027	3/15/2027 to 11/23/2027	

**3.3.1** During the staged construction, the contractor will not be permitted to close additional lanes on I-55 beyond what is needed for the staged construction without prior permission from the engineer, except for the Single Lane Closure hours listed above. Should the contractor need additional lane drops, they shall be coordinated with the engineer no less than 10 days before the

<sup>\*\*</sup> During Staged Construction (Stages 1-4)

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lane drop is planned, and any additional signing and devices shall be not be installed in conflict with the static signing and devices that are deployed for the staged construction.

- **3.3.2** The contractor will be permitted to fully close the on-ramp to NB I-55 from Route 141 and the on-ramp to SB I-55 from Meramec Bottom Road for overnight periods as required to perform construction operations, with prior advance permission of the engineer. Detour signage will not be required for these overnight full ramp closures. The contractor may, with prior advance permission of the engineer, be allowed to fully close these two on-ramps for an extended (weekend) period and provide a signed detour throughout the duration of the closure.
- **3.4** The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$1,000 per 15 minute increment for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.
- **3.4.1** The said liquidated damages specified will be assessed regardless if it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

#### 4.0 Detours and Lane Closures.

- **4.1** When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.
- **4.2** 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.

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# D. <u>Emergency Provisions and Incident Management</u> 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 State Highway Patrol – Troop C (636) 300-2800
St. Louis County Police Department (636) 529-8210
Jefferson County Sheriff's Department (636) 797-5000
Mehlville Fire Protection District (314) 894-0420
City of Arnold
Fire – Rock Community Fire Protection District: (636) 296-2211
EMS – Rock Township Ambulance District: (636) 296-5066
Police: (636) 296-3204

- **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-96-05A

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

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

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Telephone Number: (314) 453-1876 Email: <u>Aaron.Groff@modot.mo.gov</u>

**1.1** All questions concerning the bid document preparation can be directed to the Central Office – Design as listed below.

Telephone Number: (573) 751-2876

Email: BCS@modot.mo.gov

**2.0** Upon award and execution of the contract, the successful bidder/contractor shall forward all questions and coordinate the work with the engineer listed below:

Christine Redhage, PE, Resident Engineer St. Louis District – Festus Project Office 3595 Plass Road Festus, MO 63028

Telephone Number: (314) 453-5018 Email: <u>Christine.Redhage@modot.mo.gov</u>

# F. Utilities JSP-93-26F

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

<u>Utility Name</u>	Known Required Adjustment	<u>Түре</u>
Ameren Missouri Dave Everding (McKenzie District) Telephone: 314.569.8268 Email: deverding@ameren.com	No	Electric
AT&T Distribution Cheryl Gissler Telephone: 636.479-0055 Email: CB1969@att.com	No	Communications
Lumen (Formerly LightCore) Bill Carpenter Telephone: 636.357.8296 Email: william.carpenter@lumen.com	No	Communication
MoDOT Traffic Division Ron Mize Telephone: 314.565.6727 Email: ronald.mize@modot.mo.gov	No	ITS, Signals & Lighting

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Metropolitan Sewer District Thomas Boehm Telephone: 314.335-2046 Email: tcboeh@stlmsd.com	No	Sewer
Spire Energy Brian Langenbacher Telephone: 314.768.7767 Email: brian.langenbacher@spireenergy.com	No	Gas
Missouri American Water Company Dave Pruitt Telephone: 314.992.2396 Email: dave.pruitt@amwater.com	No	Water
Public Water Service District #1 Matt Dornseif Telephone: 636.296.0659 Email: mdornseif@pwsd1jeffco.org	No	Water

- **1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.
- **2.0 Project Specific Provisions:** The Contractor shall be aware there are numerous utilities present along the routes in this contract. The locations listed below are not to be considered all inclusive.
- **3.0 Ameren Missouri** has existing facilities in proximity to the project limits and no conflicts are anticipated.
- **4.0 AT&T-Distribution** has existing facilities in proximity to the project limits and no conflicts are anticipated.
- **5.0 MSD** has existing facilities in proximity to the project limits and no conflicts are anticipated.
- **6.0 Spire** has existing facilities in proximity to the project limits and no conflicts are anticipated.
- 7.0 Lumen's (Formerly LightCore) existing facilities in the project limits:
- **7.1** Lumen has existing fiber located along I-55 right of way (east side) throughout the entire project limits. The facility is also attached to the I-55 NB bridge, and the contractor shall take care not to disturb the facility. No known conflicts are anticipated.

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# 8.0 Missouri American Water Company's existing facilities in the project limits:

**8.1** Missouri American Water Company has an existing 30" water main in St Louis County along the existing access road located within the temporary construction easement, and it continues westward under the I-55 bridges. The existing waterline is shown on the construction plans and labeled do not disturb, "DND". The contractor shall take care to protect this facility during construction. See roadway JSP "Protection of MAWC 30" Water Main and PWSD#1 Facilities."

# 9.0 Jefferson County Public Water Supply District #1's existing facilities in the project limits:

**9.1** PWSD#1 has an existing water intake and main in St Louis County near the eastern end of the existing access road and temporary construction easement. The main continues westward and then turns to the south and crosses under the Meramec River. The existing waterline and facilities are shown on the construction plans and labeled do not disturb, "DND". The contractor shall take care to protect this facility during construction. See roadway JSP "Protection of MAWC 30" Water Main and PWSD#1 Facilities."

# **10.0 MoDOT Traffic Division's** existing facilities in project limits:

- **10.1** MoDOT maintains traffic signals at all the interchanges adjacent to the project limits and the highway lighting & ITS along the I-55 corridor.
- **10.2** MoDOT has existing fiber located along I-55 right of way (west side) throughout the entire project limits. The facility is also attached to the I-55 SB bridge, and the contractor shall take care not to disturb the facility. No known conflicts are anticipated.

#### G. Liquidated Damages Specified JSP-93-28A

# 1.0 Description.

- 1.1 Staged Construction. This project is a multi-season project, and the intent is to not utilize the crossovers or the staged construction condition during the winter months. The crossovers restrict the traffic to two or three lanes with narrow widths between barriers. During a snow event, traversing the reverse curves and removing the snow can be problematic. At the end of both Seasons 1 and 2 of the bridge work, traffic crossovers must be removed, gaps in the median barrier must be appropriately closed, and all traffic lanes are restriped to the preconstruction configuration. If all bridge construction, pavement, resurfacing and striping on l-55 and any other work requiring lane closures to l-55, ramps, and/or cross streets is not complete and open to traffic prior to the dates in the table below, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public.
- 1.1 Extended Weekend Double Lane Drop for Concrete Median Barrier Pour. Single lane drops in each direction with temporary barrier is provided for work to restore the concrete median barrier after Stage 4 is complete. The contractor will be permitted one weekend where a continuous double lane drop will be permitted to conduct the concrete pours for the barrier replacement. The contractor shall schedule this double lane drop with the engineer no less than 14 days before beginning the work that requires the weekend double lane drop in order to notify

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the public of the changing traffic pattern. The start time of the double lane drop will be Friday evening at 7 pm, and the contractor shall have the double lane drop removed and the lane open to traffic by 5 am the following Monday morning. If the double lane drop is not removed and the lane reopened to traffic prior to the 5 am Monday timeline in the table below, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public.

**2.0 Liquidated Damages Specified for Failure to Complete Work on Time.** These costs are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount shown in the table below per day for each full day that all traffic lanes are not fully open on I-55 as specified elsewhere in this special provision. It will be the responsibility of the engineer to determine the quantity of excess closure time.

WORK	Begin Date	Completion Date	Liquidated Damages
Crossover Stages 1 & 2 (Season 1)	March 15, 2026	November 24, 2026	\$11,400 per day
Crossover Stages 3 & 4 (Season 2)	March 15, 2027	November 23, 2027	\$11,400 per day
Double Lane Drop for Median Barrier Concrete Pour – 1 Weekend	Friday 7 pm	The following Monday at 5 am	\$500 per 15-minute increment
Project Completion	December 8, 2025	May 31, 2028	\$11,400 per day

- **2.1** The said liquidated damages specified will be assessed in addition to any other liquidated damages charged under the Missouri Standard Specifications for Highway Construction, as indicated elsewhere in this contract.
- **2.2** This deduction will continue until such time as the necessary work is completed and traffic is restored to the pre-construction condition.

# H. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

# I. <u>Delayed Access to Parcels Pending Acquisition</u>

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

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

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

Parcel 1, anticipated possession January 5, 2026

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

### J. Coordination with Other Projects

- **1.0 Description**. The contractor shall coordinate traffic management between this project and any other projects on I-55, and projects which affect I-55, 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:
  - MoDOT Job Number JSL0074 (I-255 pavement repairs) Ongoing; Completion date June 2026.
  - MoDOT Job Number J6l3484 (St. Louis District I-55 Structural Sign Replacement Project)
     Ongoing; Completion date December 2026.
  - MoDOT Job Number J6S3578 (US-61/67 pavement and ADA from the Meramec to Rte. 67) October 2025 Letting.
  - MoDOT Job Number JSL0211 (I-55 Crack Fill preservation treatment from Rte. 141 to Rte. M) January 2026 Letting.
  - MoDOT Job Number JSL0215 (Rte. 67/61 Crack Fill preservation treatment from the Meramec River to Collier Rd.) January 2027 Letting.

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, county, municipality, 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.

- **4.0 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.
- **5.0 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.

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# K. Restrictions for Migratory Birds NJSP-16-06A

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

- **2.0 Restrictions.** To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.
- **3.0 Avoidance Measures.** The contractor shall not disturb active nests or destroy adults, eggs or young birds. In an effort to comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.
- **3.1 Inactive or Partially Constructed Nests.** If nests are present and MoDOT determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer and only if water is free of blasting grit, chemicals, or detergents, and applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.
- **3.2 Water and Equipment Used for Hydro cleaning.** Aquatic invasives such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels (barges, boats, tugs, tankers, etc.) and equipment (tanks, tubing, pumps, etc.) that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of invasives, these species can be introduced into areas not currently known to have a population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through MoDOT projects in Missouri streams and lakes, the following precautions shall be followed.
- **3.2.1 Use of Water from Streams, Lakes or Ponds.** Contractors shall not use water for nest removal from streams, lakes or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the equipment to be used has not previously contained waters from streams, lakes or ponds. If the equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.
- **3.2.1.1 Equipment Washing.** Prior to the use or re-use of equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) and hot (minimum 120° F) water, for at least one minute.
- **3.2.1.2 Equipment Treating or Drying.** Equipment shall be treated or dried in one of the following manners.
- **3.2.1.2.1** Equipment interior and/or other surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. This solution must also be run through all intake lines and

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hoses, to sterilize interior components. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of in accordance with Sec 806.

- **3.2.1.2.2** Equipment interior and/or other surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces. 140° F water must also be run through all intake lines and hoses, to purge any standing water.
- **3.2.1.2.3** Equipment shall be flushed of all non-municipal water, and dried thoroughly, in the sun before using in or transporting between streams and lakes. Dry times will depend on the season the equipment is being used. Equipment must dry a minimum of 7 days for June-September, 18 days for March-May; 18 days for October-November, and 30 days for December-February. The drying method should be reserved as a last resort option.
- **3.2.2** Prior to use of equipment, contractors shall provide the MoDOT inspector written documentation of the equipment's geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating the contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.
- **3.3 Active Nests.** The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and/or nests. At a minimum, work shall not be performed within 10 feet of an active nest; however, the contractor is responsible for ensuring their activities do not impact the nests, eggs, or young.
- **4.0 Additional Responsibilities.** If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the contractor shall notify the Resident Engineer and contact the MoDOT Environmental Section (573-526-4778) to determine if there are other allowable options.

#### L. Tree Clearing Restriction

- **1.0 Description.** The project is within the known range of several federally protected bat species. These bats are known to roost in trees with suitable habitat characteristics during summer months.
- **1.1** MoDOT has determined that suitable trees for one or more of these bat species exist within the project area.
- **1.2** To avoid negative impacts to these bat species, removal of any trees/limbs greater than three (3) inches in diameter shall only occur between October 16 and March 31.
- **2.0 Basis of Payment.** No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.

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# M. <u>Clean Water Act Requirements</u>

**1.0 Description.** The Contractor shall be aware that any work within streams, wetlands, or special aquatic sites requires a Section 404 permit from the Corps of Engineers.

**2.0** The project meets the conditions of the following listed permits with no pre-construction notification to the Corps of Engineers:

Section 404 Nationwide Permit 14 (Linear Transportation Projects)

**3.0** The Contractor shall abide by all general conditions of Section 404 and 401 Permits, and specific conditions of the following listed Nationwide Permit found in the General Provisions and Supplemental Specifications to the current Missouri Standard Specifications for Highway Construction referenced in this contract.

Section 404 Nationwide Permit 14 (Linear Transportation Projects)

- **3.1** If there are any changes to the scope or limits to the project, the Contractor must notify the Engineer who will then notify the MoDOT Environmental Section to verify that the project still meets permit conditions.
- 3.2 No additional time will be added to the contract for the contractor to obtain any permits.
- **4.0 Basis of Payment.** There will be no direct payment for compliance with this provision.

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

- **1.0 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 preconstruction 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

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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.

# O. <u>Dewatering</u>

- **1.0 Description.** This provision covers dewatering the site as necessary to provide a suitable condition for construction of the creek channel restoration as approved by the engineer. This work will only be performed at the discretion of the engineer and will be underrun if not required by the engineer. If the engineer determines it necessary to provide dewatering, the work shall be performed in accordance with Sec 206 and this job special provision.
- **2.0 Construction Requirements.** Dewatering shall provide a dry work area suitable to construct the creek channel restoration within specifications, as approved by the engineer. Typical dewatering methods consist of, but are not limited to, construction of cofferdams, seal courses, over excavation, well point systems, dewatering and drainage diversion. Any dewatering method utilized shall conform to all environmental laws and regulations.
- **3.0 Method of Measurement.** No measurement will be made.
- **4.0 Basis of Payment.** Payment for dewatering will be made regardless of which dewatering means is utilized. No payment will be made if the work area is not maintained in a dewatered state as approved by the engineer. The lump sum payment for dewatering will be considered full compensation, and no time extensions will be made regardless of which means and methods are utilized by the contractor.
- **4.1** Payment for dewatering, including all materials, equipment, labor and tools shall be made and considered completely covered by the contract unit price bid for:

Item No.	Туре	Description
206-99.01	Lump Sum	Misc. Dewatering

# P. Concrete Washout

- **1.0 Description.** Concrete washout BMPs shall be established in designated areas for this project if concrete production or delivery is occurring. Washout BMPs can be non-leaking plastic or clay/bentonite lined pits, a straw bale enclosure lined with plastic, a storage tank or prefabricated BMP or other structure approved by the engineer or inspector. Designated washout areas should be located at least 50 feet away from storm drains, ditches, streams or other water bodies. Washouts should be monitored like other BMPs to ensure there are no leaks and that they are operating effectively. They should be cleaned out when they reach 75% of their design capacity. Care should be taken to ensure these structures do not overflow during storm events. Upon completion of concrete washout on the project, the engineer or inspector should ensure proper disposal of washout materials. Washout liquids can be allowed to evaporate or be pumped out and properly disposed of. They cannot be discharged into storm drains, ditches, streams or other bodies of water. Dried concrete can be broken up and used as clean fill on the project, recycled or properly disposed of by other means.
- **2.0 Basis of Payment.** No direct payment will be made to the contractor for installing, maintaining, and removing concrete washout facilities or for properly disposing of materials. The

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cost of complying with this requirement shall be completely covered in the contract unit price of the concrete pay items included in the contract.

# Q. <u>Contractor Quality Control</u> NJSP-15-42

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

# 2.0 Quality Control Plan.

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

# 4.0 Work Planning and Scheduling.

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**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.

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# R. Temporary Work Pads

**1.0 Description.** It may be required for the contractor to perform grading work under the bridge to construct temporary work pads for equipment access to the underside of the bridge structure, especially on the south side of the bridge.

- **2.0** If constructing temporary work pads, the contractor shall perform topographic survey work to document the existing surface prior to construction. Upon completion of the work, the temporary work pads shall be removed, the disturbed areas re-graded, and a post-construction topographic survey shall be performed to verify that the locations have been restored at or below the preconstruction elevation. The contractor shall provide both versions of the topographic survey to the engineer for verification prior to final acceptance of the project.
- **2.1** The contractor shall not be permitted to leave any fill in place after construction that would raise the elevation of the pre-construction surface within the project limits.
- **3.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

# S. <u>Site Restoration</u>

- **1.0 Description.** Restore to its original condition any disturbed area at sites including, but not limited to areas within the former access road site, areas near the bridge, and staging areas used by the contractor. Restoration shall be accomplished by placing material equivalent to that of the adjacent undisturbed area. Disturbed unpaved areas shall be fertilized and either seeded and mulched or sodded as directed by the engineer. The engineer will have the final authority in determining the acceptability of the restoration work.
- **2.1** Unless quantities and pay items for removal and subsequent replacement of improvements are contained in the plans for a specific location of removal work, no direct payment will be made for full depth saw cutting, and the removal and subsequent replacement of asphalt or concrete pavement, shoulders, medians, sod and the required dowel and tie bars removed and replaced by the contractor as a result of his election to vary the location of conduit runs and pull boxes. This work will be considered as included in the various unit bid prices for items established in the contract, and no additional payment will be made.
- **2.2** Areas that are used by the contractor for jobsite trailers, equipment and materials storage, temporary work pads, or used for project material staging areas that are disturbed shall be cleaned up and restored to a condition that is both acceptable to the engineer and, at a minimum, equivalent to the existing site condition.
- **2.3** The contractor shall not be permitted to leave any fill in place after construction that would raise the elevation of the pre-construction surface within the project limits.
- **3.0 Basis of Payment.** The cost of restoration of disturbed areas will be incidental to the unit price of grading items included in the contract. No direct payment will be made for any materials or labor, which is performed under this provision.

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# T. Protection of MAWC 30" Water Main and PWSD#1 Facilities

- **1.0 Description.** There are underground water mains for both Missouri American Water Company (MAWC) and Jefferson County Public Water Supply District #1 (PWSD#1) in proximity to the eastern end of the access from Hawkins-Fuchs Road, and along the current access road leading toward the I-55 bridges and crossing under the I-55 bridges. The contractor shall take care to protect and not disturb these facilities.
- **2.0** The contractor shall locate all facilities prior to the start of work and shall protect the facilities during construction using a means acceptable to both the engineer and the water companies, which may include but not be limited to steel plates or crane mats to disperse load weights. The contractor shall not be permitted to operate equipment on, across, or near these facilities without proper protection in place.
- **3.0** Should these facilities become damaged by the contractor or the contractor's operations, the contractor shall be responsible for repairs at the contractors' expense.
- **4.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

# U. Access to Missouri American Water Company Parcel

- **1.0 Description.** Access to the Missouri American Water Company (MAWC) parcel shall be maintained throughout the duration of the project. The contractor shall keep the access gated (located off of Hawkins-Fuchs Road) secured and locked when workers are not present. The site shall also be maintained fully accessible to the MAWC crews both during and outside of working hours.
- **2.0** Two (2) weeks prior to the start of work, the contractor shall contact MAWC to arrange an onsite meeting to gain initial access, and to discuss access arrangements during construction. The contractor may contact the MAWC representative listed below for scheduling:

#### Matt Crawley, Missouri American Water

Cell Phone: (314) 548-3687

Email: matthew.crowley@amwater.com

# Mark Miller, Missouri American Water Sr. Supervisor of Operations

Cell Phone: (314) 303-8715

Email: Mark.Miller01@amwater.com

- **2.1** The contractor must provide their own padlock to use as a dual pad lock system (Daisy-Chain) on the gate so they can gain access for construction. The padlock needs to be attached to the gate in a way that even when both the parties' pad locks are attached, MAWC crews can still utilize the gate to gain access to the property.
- **3.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

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# V. Removal of River Debris

**1.0 Description.** This work shall consist of removing drift and other debris that has been collected against existing bridge piers at locations indicated on the plans.

- **2.0 Construction Requirements.** All work shall be in accordance with Sec 202.
- **3.0 Method of Measurement.** Final measurement will not be made.
- **4.0 Basis of Payment.** Payment for removing river debris, including all materials, equipment, labor and tools shall be made and considered completely covered by the contract unit price bid for:

Item No.	Туре	Description
202-99.01	Lump Sum	Misc. Removal of River Debris – Meramec River Location
202-99.01	Lump Sum	Misc. Removal of River Debris – Creek Location

# W. Linear Grading Class 2 - Modified

- **1.0 Description.** Modified Linear Grading, Class 2 shall consist of any necessary clearing and grubbing in accordance with Sec 201, preparing the subgrade for placement of the access road, channel restoration, or other roadside appurtenance by excavating, compacting, fine-grading, and shaping existing ground and slopes, conforming to the typical section shown on the plans. It may be necessary to haul material.
- **2.0 Construction Requirements.** The access road, channel restoration, or other roadside appurtenance shall be excavated and graded as shown on the typical section with minimal disturbance of the existing sub-grade and slopes. Density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the Engineer. Subgrade preparation and compaction shall also be in accordance with Sections 203, 209 and 210.
- **2.1** All ditches shall be graded to drain and maintain existing flow capacity, unless approved by the engineer. If material for the channel restoration work impacts the creek capacity, the contractor shall re-grade the backslope to maintain the flow capacity of the creek. Fore slopes and back slopes shall be constructed at a 3:1 max, except as noted on the plans or otherwise approved by the engineer.
- **2.2** The contractor shall not be permitted to bring in earthen fill material to be utilized in re-grading the creek channel area. All grading work is intended to restore the existing area under the bridge to their pre-eroded shape and provide preparation for installation of the rock lining in the creek channel and rock fill for scour repairs at the locations designated in the contract plans.
- **2.2.1** It will be necessary to go outside the limits of the right of way to dispose of excess material and it is expected that there will be excess cut material that will need to be hauled off the job. Any excess cut material shall be transported off the project and properly disposed of off the project site. All costs for providing additional material or disposing of excess material shall be included at the contract unit price for pay item 207-99.09, Modified Linear Grading, Class 2.

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**2.3** Assumed earthwork volumes for the expected creek channel work are included in the contract plans for information only. The Contractor shall note that due to periodic creek flooding cycles, existing ground conditions in the creek channel area may have changed since the initial project survey was completed in March 2025. It is recommended that the Contractor perform due diligence in determining how the information provided compares to current conditions.

- **2.3** The contractor shall not be permitted to leave any fill in place after construction that would raise the elevation of the pre-construction surface within the project limits.
- **3.0 Method of Measurement.** Measurement will be made to the nearest 1/10 station, measured along centerline of the constructed feature and totaled to the nearest Station for the sum of all segments in accordance with Section 207.
- **4.0 Basis of Payment.** Payment for Modified Linear Grading, Class 2 as described in this provision will be made at the contract unit price for:

Item Number	Unit	Description
207-99.09	Station	Misc. Linear Grading, Class 2 (Modified)

# X. Rock Fill

- **1.0 Description.** This work shall consist of furnishing and placing rock fill material as shown on the plans.
- **2.0 Construction Requirements.** All materials used by the contractor shall be in compliance with Sec 214.
- **3.0 Method of Measurement.** Measurement will be made to the nearest ton, in accordance with Section 214.
- **4.0 Basis of Payment.** Payment for compliance with this provision, including all labor, materials, time and equipment, will be considered completely covered by the following contract item:

Item Number	Unit	Description
214-99.10	Tons	Misc. Furnishing Rock Fill
214-99.10	Tons	Misc. Placing Rock Fill

#### Y. Drainage Maintenance During Construction

- **1.0 Description.** The contractor is required to maintain drainage during all stage construction and to ensure that the existing drainage system continues to convey all storm water until the staged construction is completed.
- **1.1 Weld Drainage Gates.** This work shall consist of modifying the existing inlet grates on I-55 inside shoulders as shown on the plans, such that the grates 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.

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- **1.1.1** The inlets shall be cleaned out and flushed prior to welding the grate.
- **1.1.2** Welds shall be removed <u>prior to</u> completion of the project, and the inlets be cleaned out and flushed a second time, prior to completion of the project.
- **1.2 Damaged Grate Inlets.** It is anticipated that some of the grates could be damaged by traffic driving directly over them. The contractor shall remove any damaged grates and replace them, in kind, as needed. Should the grate AND frame be damaged, the contractor shall also replace the inlet top, in kind. See special provision "Inlet Top Replacement" below.
- **2.0 Construction Requirements.** The contractor shall comply with Section 206, 614 and 730.
- **2.1** All work including method and materials required to attach and un-attach the grate to the frame shall be approved by the engineer prior to work being performed.
- **4.0 Method of Measurement.** Final measurement will not be made.
- **5.0 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 Number	Description	Unit
614-99.02	Misc. Weld and Un-weld Drainage Grates	EA
206-35.00	Culvert Cleanout	EA

# Z. Inlet Top Replacement

- **1.0 Description.** This work shall consist of removing damaged existing parallel bar inlet tops, grates and bearing plates or existing curved vane inlet tops, grates and bearing plates and replace with new inlet tops, grates, and bearing plates, in kind, at locations shown on the plans.
- **2.0 Materials.** 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 Sections 614, 731, and Division 1000 of the Standard Specifications. No direct pay will be made for steel reinforcing, providing and installing dowel bars or ties bars as noted on the plans or Standard Plans. No direct pay for installing dowels bars or ties 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 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.** Payment for compliance with this provision, including all labor, materials, time and equipment, will be considered completely covered by the following contract item:

Item Number	Unit	Description
614-99.02	EA	Misc. Grate and Bearing Plate Replacement
731-99.02	EA	Misc. Inlet Top Replacement

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- **4.1** No direct pay for tiebars and dowel bars.
- **4.2** No direct pay for removing and replacing concrete pavement, base and median barrier.

#### AA. Median Barrier Replacement

- **1.0 Description.** This work shall consist of replacing the existing median barrier that was removed prior to staged construction to facilitate the traffic lane shifts and crossovers for staged construction with Type C concrete barrier as shown on the plans upon completion of Stage 4 work.
- **2.0 Material Requirements.** All materials used by the contractor shall be in compliance with Sec 617.
- **3.0 Construction Requirements.** The contractor shall comply with Sec 617 and herein.
- **3.1** The contractor shall remove concrete and reinforcing steel to the limits shown on the plans using a method that creates a clean vertical cut thru the concrete and steel.
- **3.2 Additional removal.** After Stage 4 construction is complete and the contractor begins replacement of the existing median barrier that was removed for construction staging, the contractor shall be required to remove up to an additional 10 feet of existing barrier for tie-in purposes. With reasonable care, the contractor shall remove only the concrete and expose the horizontal reinforcing steel. The exact length of horizontal reinforcing steel to be exposed shall be determined by the engineer. The contractor shall expose and clean off the steel without damaging it. Approximately 80-90% of the steel surface shall be free of concrete and other contaminants.
- **3.3.** The new joint between existing and new concrete material shall be vertical and as smooth as possible.
- **3.4** If the contractor opts to perform the work to restore the existing median barrier during the third construction season, Temporary Traffic Barrier shall be placed to protect the gap in the median barrier at the temporary crossover locations over the winter months.
- **4.0 Basis of Payment.** Payment for compliance with this provision, including all labor, materials, time and equipment, will be considered completely covered by the following contract item:

Item Number	Unit	Description	
617-30.00	LF	Concrete Traffic Barrier, Type C	
		Temporary Traffic Barrier, Contractor Furnished /	
617-36.00D	LF	Retained	
617-50.10A	LF	Relocating Temporary Traffic Barrier	

#### BB. Post-Construction Pavement Drainage

**1.0 Description.** The contractor is required to ensure that proper grades are established to facilitate pavement drainage to the existing median drop inlets prior to construction completion.

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**2.0 Construction Requirements.** The contractor shall perform a post-construction topographic survey to verify that the locations have been restored in a manner that will convey the pavement drainage to the drop inlets. The contractor shall provide a copy of the topographic survey to the engineer for verification prior to final acceptance of the project.

- **3.0 Method of Measurement.** Final measurement will not be made.
- **4.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.
- CC. Truck Mounted Attenuator (TMA) for Stationary Activities JSP-23-04
- **1.0 Description.** Provide and maintain Truck Mounted Attenuators (TMA) in accordance with Sec 612 and as specified herein.
- **2.0 Construction Requirements.** Truck Mounted Attenuators (TMA) shall be used for the work activities indicated in the plans or specified herein.

# 2.1 Work Requiring a Lane Closure on I-55

- (a) All work requiring a lane closure on I-55, one TMA per closed lane, excluding lanes closed in conjunction with the staged temporary traffic control.
- **3.0 Method of Measurement.** No measurement will be made for Truck Mounted Attenuators (TMA).
- **4.0 Basis of Payment.** Delete Sec 612.5.1 and substitute with the following:
- **612.5.1** No payment will be made for truck mounted attenuators (TMAs) used in mobile operations or for any TMAs designated as optional.
- **612.5.1.1** Payment for TMAs required for stationary work activities will be paid for at the contract unit bid price for Item 612-30.01, Truck Mounted Attenuator (TMA), per lump sum. The lump sum payment includes all work activities that require a TMA, regardless of the number of deployments, relocations, or length of time utilized. No payment will be made for repair or replacement of damaged TMAs.

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

#### DD. <u>Lump Sum Temporary Traffic Control JSP-22-01B</u>

#### 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.

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**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

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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

# EE. Temporary Traffic Barrier Requirements

- **1.0 Description.** This work shall consist of furnishing and placing temporary traffic barrier for maintenance of traffic during staged construction.
- **2.0 Materials.** All materials shall be MASH compliant and in accordance with Sec 617.
- **3.0 Construction Requirements.** Temporary traffic barriers have been laid out such that anchoring the barrier is not required. However, if desired, the contractor may propose anchoring the barrier in locations on the roadway portion of the project with approval of the engineer. No direct payment will be made to the contractor should they elect to anchor temporary barrier.
- **3.1** The contractor shall not be permitted to anchor the temporary barrier to the bridge decks, bridge approach slabs, or approach pavements.
- **4.0 Basis of Payment.** Payment for compliance with this provision, including all labor, materials, time and equipment, will be considered completely covered by the following contract items:

Item Number	Unit	Description
617-36.00D	L.F.	Temporary Traffic Barrier, Contractor Furnished /
017-30.00D	-36.00D L.F.	Retained
617-37.06	-37.06 L.F.	Temporary Traffic Barrier Stiffness Transition
017-37.00	L.F.	Section, Contractor Furnished / Retained
617-51.10A	L.F.	Relocating Temporary Traffic Barrier

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# FF. Pavement Marking Removals

**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 within the projects limits 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 <u>all concrete surfaces</u>. No more than five percent (5%) 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.** The contractor shall be advised that the first sentence within Section 620.50.3.2 shall be removed and replaced with the following: If the width of the lane marking stripe to be removed is either 4-inches or 6-inches in width, no additional pay factor, based upon 4-inches, shall be included or paid removals unless the striping width is greater than 6-inches. 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.** The accepted quantity of pavement marking removal including all labor, equipment, and material necessary to remove the existing marking will be paid for at the contract unit price for the following pay item:

Item Number	Description	Unit
620-70.01	Pavement Marking Removal	LF

# GG. Preformed Thermoplastic Pavement Marking, 24" x 24" Square

- **1.0 Description.** This work shall consist of furnishing and installing white preformed thermoplastic pavement marking paint symbols for Missouri State Highway Patrol aerial speed timing purposes at locations shown on the plans.
- **2.0 Construction Requirements.** The contractor shall install a grouping of 24" by 24" white squares centered in each of the travel lanes at the locations shown in the plans. They shall be paired with a second grouping of squares that is also centered in each of the travel lanes and located 660 feet downstream. This work shall be in accordance with Sec 620 and the accompanying provisions.
- **3.0 Method of Measurement.** Measurement will be made per each for each 24" by 24" square that has been installed.
- **4.0 Basis of Payment.** Payment for compliance with this provision, including all labor, materials, time and equipment, will be considered completely covered by the following contract item:

Item Number	Unit	Description	
620-99.02 EA	ΕΛ	Misc. Preformed Thermoplastic Pavement Marking,	
	24 In. x 24" In. Square		

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## HH. Seeding and Mulching Requirements JSP-25-03

- **1.0 Seeding.** Seeding shall be in accordance with Sec. 805 except as otherwise stated herein. Cool season grasses shall be utilized in accordance with Standard Plan 805.00.
- **1.1 Temporary Seeding.** Temporary seeding shall be in accordance with Sec. 806.50 except as otherwise stated herein.
- **2.0 Mulching.** Mulching shall be in accordance with Sec. 802 except as otherwise stated herein.
- **3.0 Method of Measurement.** No measurement will be made for seeding, temporary seeding or mulching. Seeding and mulching of all disturbed areas, including any additional areas disturbed beyond what is shown on the plans, shall be considered included in the single lump sum item provided.
- **4.0 Basis of Payment.** All labor, equipment, and materials necessary to complete all seeding, temporary seeding and mulching shall be completely covered under the lump sum price for item 805-99.01, Seeding and Mulching Cool Season Grasses.

Item Number	Unit	Description
805-99.01	Lump Sum	Seeding and Mulching – Cool Season Grasses

#### II. Traffic Signal Maintenance and Programming

**1.0 Description.** Traffic signal maintenance and programming for this project shall be in accordance with Section 902 of the Standard Specifications, and specifically as follows.

#### 2.0 Contractor Maintenance Responsibilities.

**2.1 Traffic Signal Maintenance**. Once any part of an existing traffic signal within the limits of this project has otherwise been modified and/or adjusted by the contractor or the contractor begins work at an intersection with traffic signals already in operation, then the contractor shall be solely responsible for that traffic signal's maintenance. All traffic signal maintenance shall be the responsibility of the contractor as specified in 902.2.and 902.3, until the Commission accepts the traffic signal for maintenance or as directed by the Engineer. Traffic signals to be accepted for maintenance by the contractor are listed in the schedule below:

Commission's Traffic Signals to be Maintained by the Contractor:

- MO-141 @ I-55 Interchange and Ramps (2 signals)
- MO-141 @ Lone Star Drive
- MO-141 @ US-61/67 (Jeffco Boulevard)
- MO-141 @ Astra Way
- MO-141 @ MO-21 Interchange and Ramps (2 signals)
- US-61/67 (Jeffco Blvd.) @ Tenbrook Road
- US-61/67 (Jeffco Blvd.) @ Starling Airport Road
- US-61/67 (Lemay Ferry Road) @ Meramec Bottom Road\*

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- US-61/67 (Lemay Ferry Road) @ Butler Hill Road\*
- US-61/67 (Jeffco Blvd.) @ Michigan Avenue/Ridgecrest Drive
- US-61/67 (Jeffco Blvd.) @ Arnold Tenbrook Road
- US-61/67 (Jeffco Blvd.) @ Church Road
- US-61/67 (Jeffco Blvd.) @ Richardson Road
- US-61/67 (Jeffco Blvd.) @ Route 231 (Telegraph Road)
- I-55 @ Meramec Bottom Road Interchange and Ramps (2 signals)
- I-55 @ Richardson Road/Vogel Road Interchange and Ramps
- Vogel Road @ West Outer Road

**2.2 Traffic Signal Controller Programming.** If the contractor modifies and/or adjusts an existing traffic signal controller's programming or makes any roadway changes to reduce the traffic capacity through a signalized intersection within the limits of a project or utilizes a project defined detour that utilizes the traffic signals within the below schedule, the contractor shall be solely responsible for those traffic signal controller programs. All controller programming shall be the responsibility of the contractor as specified in 902.2 or until final acceptance of the project or until released from the responsibility by the Engineer. Traffic signal controller programs to be administered by the contractor are listed in the schedule below:

Traffic Signal Controller Programs to be Administered by the Contractor:

- MO-141 @ I-55 Interchange and Ramps (2 signals)
- MO-141 @ Lone Star Drive
- MO-141 @ US-61/67 (Jeffco Boulevard)
- MO-141 @ Astra Way
- MO-141 @ MO-21 Interchange Ramps (2 signals)
- US-61/67 (Jeffco Blvd.) @ Tenbrook Road
- US-61/67 (Jeffco Blvd.) @ Starling Airport Road
- US-61/67 (Lemay Ferry Road) @ Meramec Bottom Road\*
- US-61/67 (Lemay Ferry Road) @ Butler Hill Road\*
- US-61/67 (Jeffco Blvd.) @ Michigan Avenue/Ridgecrest Drive
- US-61/67 (Jeffco Blvd.) @ Arnold Tenbrook Road
- US-61/67 (Jeffco Blvd.) @ Church Road
- US-61/67 (Jeffco Blvd.) @ Richardson Road
- US-61/67 (Jeffco Blvd.) @ Route 231 (Telegraph Road)
- I-55 @ Meramec Bottom Road Interchange and Ramps (2 signals)
- I-55 @ Richardson Road/Vogel Road Interchange and Ramps
- Vogel Road @ West Outer Road

**2.3 Contractor's Traffic Engineer.** If traffic signals are listed in the schedule outlined in section 2.2, the contractor shall have an experienced traffic Engineer with a Professional Engineer's (PE) license in Missouri as well as a Professional Traffic Operations Engineer (PTOE) certification (hereafter referred to as "contractor's traffic Engineer") with the noted experience outlined to section 3.0. MoDOT shall approve the traffic Engineer prior to them being hired.

<sup>\*</sup>Signal shall also be coordinated with project number J6S3578.

<sup>\*</sup>Signal shall also be coordinated with project number J6S3578.

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**2.4 Traffic Signal Complaints** The contractor shall respond to malfunction complaints or traffic signal timing complaints for those locations detailed in section 2.1 and/or section 2.2 of this provision and as specified in Section 902.21.1. Response time shall be 1 hour for complaints received by the contractor between 6 AM and 6 PM on non-holiday weekdays, and 2 hours for all other times. For cases due to travel times or other extenuating circumstances additional time may be acceptable within reason but must be approved by a Commission Traffic Operations Engineers. These timeframes will replace the '24 hour' response time in Section 105.14 for any traffic signal-related incidents, where the entire cost of the work, if performed by MoDOT personnel or a third party, will be computed as described in Section 108.9 and deducted from the payments due the contractor.

- **2.5 Traffic Signal Contacts.** The contractor must supply to the Engineer and to the Commission's Transportation Management Center (TMC) a contact name and phone number who will be responsible for receiving traffic signal timing complaints for the Engineer. These complaints may be forwarded directly to the contractor by someone other than the Engineer's representative and will not relieve the contractor from properly responding based on the response times of this provision. The contractor shall respond to the Engineer and its representative within 12 hours of the complaint and its remedy. The contractor shall submit to the Engineer's representative a weekly report of complaints received and remedies performed throughout the duration of the project.
- **2.6 Existing Traffic Signal Controller Programming.** The contractor shall request an electronic report from the Engineer on the existing phasing and timing of each traffic signal, which may be the contractor's responsibility to program. The contractor shall give the Engineer 2 weeks' notice to supply the electronic report. The Engineer's representative shall be available to the contractor before any changes are made to a traffic signal or controller to answer any questions about the report. In lieu of the report, the contractor's traffic Engineer may obtain this information from the appropriate agency's central traffic signal control system.
- **2.7 Traffic Mitigation Plan.** The contractor shall notify the Engineer 2 weeks prior to the date of any work impacting the Commission's traffic signals as described in Section 2.1 and/or 2.2. The contractor shall meet with the Engineer's representatives to discuss their traffic mitigation plan at least 1 week before the date of the first impacts and as needed between construction stages. The traffic mitigation plan should at a minimum include:
  - Proposed Timing Plan changes and any models
  - Anticipated locations of concern
  - A map in electronic format displaying the locations and names of the traffic signals and owning agency as detailed in sections 2.1 and/or section 2.2.
  - Other traffic mitigation efforts
- **2.8 Notification of Changes to Traffic Signal System.** The contractor shall notify the Engineer or representative of the changes no later than 1 working day after changes are programmed if unable to provide advance notice as specified in 902.2.
- 3.0 Contractor's Traffic Engineer Qualifications.
- **3.1 Credentials.** The contractor shall have an experienced traffic Engineer with a Professional Engineer's (PE) license in Missouri as well as a Professional Traffic Operations Engineer (PTOE) certification.

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**3.2 Experience.** Any proposed contractor traffic Engineer shall be able to demonstrate personal successful previous experience in the following tasks:

- **3.2.1 Response.** The contractor's traffic Engineer shall have the ability to be on site within 1 hour of being requested.
- **3.2.2 Corridor Management.** Time/space diagram manipulation to successfully adjust offsets and splits for rapidly changing traffic demands.
- **3.2.3 Controller Programming.** Ability to program by hand and by software NTCIP compatible controllers.
- **3.2.4 Intersection Programming.** Implementation of adjusted and/or new timing plans because of changing traffic demand.
- **3.2.5 Traffic Signal Software.** Use and understanding of all traffic signal controllers and central traffic signal control systems utilized by the Commission.
- **3.3 Proposed Traffic Engineers.** The contractor shall submit the names(s) of proposed traffic engineer(s) and the name(s) of all other personnel on their proposed staff along with detailed experience in all tasks outlined in Paragraph 3.2 above. The Engineer reserves the right to reject any contractor traffic engineer, before the start of work, who does not have sufficient experience or, at any point during the project, which does not satisfy the requirements set forth within this Job Special Provision. A list of potential traffic engineers shall be submitted for review to the Project Manager and the Commission's Traffic Engineers prior to bid.
- 4.0 Contractor's Traffic Engineer Responsibilities.
- **4.1 VPN Access.** The approved contractor's traffic Engineer and any staff assigned to manage the traffic signals during the project are encouraged to apply for VPN (Virtual Private Network) access with the Engineer once the project is awarded. If approved, the Engineer will assign a unique IP address to the contractor's traffic Engineer, which will allow for remote access to the Commission's central traffic signal control systems as appropriate and the ability to interface with the noted traffic signals on this project.
- **4.2 Traffic Signal Timing Complaints.** The contractor's traffic Engineer shall respond to any traffic signal timing complaints regarding signals outlined in section 2.2 of this provision.
- **4.3 Traffic Signal Coordination.** The contractor's traffic Engineer shall be solely responsible for maintaining the coordination at any affected traffic signal to the satisfaction of the Commission's Traffic Operations Engineers or representative until completion of work as set forth in section 2.2 of this provision. Maintenance of coordination may include the synchronization of the affected controller's internal time clocks to the second using an atomic clock, or other means approved by the Commissions Traffic Operations Engineers. If time clock synchronization is used, the contractor shall verify all affected controllers are synchronized at least 1 time per week with a report to the Engineer or representative. This report will be in the form of a documentation record as spelled out in the Work Zone Traffic Management Plan.

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**4.4 Traffic Signal Controller Programming.** The contractor's traffic Engineer shall be responsible for implementing traffic signal controller programming at each intersection listed in section 2.2 for any of the following scenarios:

- Intersection Impact
- Construction Stage Traffic Switch
- Response to Customer Concern
- New Intersection Turn-On (along with any subsequent revisions)
- Final completion of improvements

As otherwise directed by the Engineer or the Commission's Traffic Operations Engineers Proposed timing plans should be submitted to the Commission's Traffic Operations Engineers for review prior to field implementation.

- **4.5 Central Traffic Signal Control System Setup.** If a traffic signal cabinet is reconfigured, the contractor's traffic Engineer shall archive the existing controller programming in the Commission's central traffic signal control system. If the signal controller type is changed, the contractor's traffic Engineer shall archive the existing controller programming and convert any new controllers to the proper controller interface type in the Commission's central traffic signal control system. If only signal timing adjustments are made, all database versions shall be clearly labeled and saved separately from the default version, and the final timing program shall be uploaded into the Commission's central traffic signal control system and set as the default database. In addition, the contractor's traffic Engineer shall update any intersection diagrams (i.e., XPL) whose intersection controls were modified during construction.
- **4.6 Controller Program Test Period.** The intersection program shall operate properly with no faults or malfunctions for a period of 15 consecutive days as a condition of being accepted for maintenance by the Commission. Any programming faults shall be corrected by the contractor's traffic Engineer per the response protocols of this provision and the 15 days will start over.
- **4.7 Cabinet Photos.** The contractor's traffic Engineer shall obtain cabinet photos of any new or modified traffic signal cabinet affected by the project. The photos shall be captured of the following perspectives and delivered in the .jpg format electronically and via thumb drive to the Commission's Traffic Operations Engineers.
  - Power Meter 1 Away from power meter with meter centered
  - Power Meter 2 Close up with power meter number
  - Cabinet 1 Away with cabinet centered and door closed
  - Cabinet 2 Close up of entire cabinet with door opened
  - Cabinet 3 Close up of center cabinet interior
  - Cabinet 4 Close up of left cabinet interior
  - Cabinet 5 Close up of right cabinet interior
  - Cabinet 6 Close up of back panel

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- Cabinet 7 Close up of switch
- Cabinet 8 Close up of wall interconnect center
- **4.8 RRFB/PHB Timing.** The contractor's traffic Engineer shall calculate the duration of flash time for any new or modified RRFB's (rectangular rapid flashing beacons) affected by the project. The contactor's traffic engineer shall be responsible for calculating phase intervals and programming traffic signal controllers for new/modified PHB's (pedestrian hybrid beacons) affected by the project.
- **4.9 Detection.** The contractor's traffic Engineer shall assist the contractor in setting up detection as per plan and/or SL District Traffic Signal Detection System JSP. The contractor's traffic Engineer shall verify that all detectors work properly and that each detector input into the traffic signal controller is programmed regarding its intended use. The contractor's traffic Engineer is responsible for optimizing the detector operation by utilizing various detector settings in the traffic signal controller.
- **4.10 Signal Performance Measures.** The contractor's traffic Engineer shall setup traffic signal controllers on the Commission's advanced traffic signal performance measures module unless directed otherwise by the Commission's Traffic Operations Engineers. This includes any work on the Commission's advanced traffic signal performance measures module, traffic signal controller(s), and video detection processor(s). The contractor's traffic Engineer shall provide proof of each traffic signal setup in the module to the Commission's Traffic Operations Engineers. The contractor's traffic Engineer shall setup any traffic signal detectors as system detectors in the Commission's central traffic signal control system.
- **4.11 Preemption Controller Programming.** If preemption is to be provided at a traffic signal, the contractor's traffic Engineer shall program the preemption settings in the traffic signal controller per MoDOT EPG guidelines and at the direction of the Commission's Traffic Operations Engineers. The contractor's traffic Engineer shall test the preempt settings at the traffic signal cabinet to verify proper operation.
- **5.0 Post Project Report.** The contractor shall submit to the Engineer a post project report, four to six weeks after the final traffic signal adjustments have been completed. The report shall include at a minimum an observation report, summary of timing changes and locations, summary of complaints, and any other pertinent information regarding the contractor's efforts for managing these traffic signal corridors in one electronic document.
- **6.0 Deliverables.** All deliverables mentioned in this provision shall be submitted to the Engineer in a timely manner to the satisfaction of the Engineer prior to receiving full compensation for this work. All deliverables must be submitted to the Engineer via USB.
  - Experience submittal
  - Preliminary Traffic Mitigation Plan
  - Notification of Detour Implementation
  - Time Base Reports, As Needed
  - Complaint Resolutions
  - Audible pedestrian signal voice message files
  - Traffic Signal Database versions (in PDF format)
  - Traffic signal photos
  - Notification of Restoration to Normal Operations

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- Post Project Report
- **7.0 Construction Requirements.** Construction requirements shall conform to Sections 902, 1061 and 1092.
- **8.0 Method of Measurement.** Method of measurement shall conform to Section 902.
- **9.0 Basis of Payment.** Payment will be considered full compensation for all contractor services, installation, and labor to complete the described work:

Item No.	Unit	Description
902-99.01	Lump Sum	Misc. Traffic Signal Maintenance
		and Programming

- JJ. Removal and Delivery of Existing Signs JSP-12-01C
- **1.0 Description**. All Commission-owned signs removed from the project shall be disassembled, stored, transported, and disposed of as specified herein. Sign supports, structures and hardware removed from the project shall become the property of the contractor.
- 2.0 Disassembly and Delivery.
- **2.1** All Commission-owned signs, (excluding abandoned billboard signs), designated for removal in the plans, or any other signs designated by the Engineer, shall be removed from the sign supports and structures, disassembled, stored, transported, and delivered by the contractor to the recycling center for destruction.
- **2.2** The contractor shall coordinate and make arrangements with the recycling center for delivery of the signs. Sign panels shall be disassembled and/or cut into sizes as required by the recycling center.
- **2.3** The contractor shall provide the Engineer with a "Sign Delivery Certification" attesting to completion of delivery of all existing sign material from the project to the recycler. In addition, the contractor shall provide to the Engineer a final "Sign Certification of Destruction" from the recycler that documents the total pounds of scrap sign material received from the project and attests that all such material will not be re-purposed and will be destroyed in a recycling process. The contractor can locate the required certification statements from the Missouri Department of Transportation website:

#### https://www.modot.org/forms-contractor-use

- **2.4** Funds received from the disposal of the signs from the recycling center shall be retained by the Contractor.
- **3.0 Basis of Payment.** All costs associated with removing, disassembling and/or cutting, storing, transporting, and disposing of signs shall be considered as completely covered by the contract unit price for:

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

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# KK. Remove, Store, and Reinstall Existing Sign

**1.0 Description.** This work shall consist of removing, storing and reinstalling the existing County Line signs to the existing posts on the bridge so they do not become damaged during bridge construction. The Jefferson County Line and St. Louis County Line signs are to be removed during Stage 1 construction, stored, and reinstalled during Stage 4 construction.

- 2.0 Construction Requirements. All work shall be in accordance with Sec 903.
- **2.1** The contractor shall exercise reasonable care when removing and storing existing signage. Any damage due to contractor negligence shall be replaced at the contractor's expense. Existing sign posts shall be used in place, and all hardware to reattach the sign shall be considered incidental to the reinstallation.
- **2.2** These signs are scheduled to be replaced as a part of sign replacement project J6l3484, and coordination with the signing contractor should be conducted regarding timing of the work. Should the project timing overlap such that the existing county line sign(s) are not replaced prior to the start of the bridge work, the contractor may need to remove and dispose of the existing sign while storing the new sign for reinstallation upon completion of the staged construction.
- **2.3** The existing signs that are to be replaced on J6l3484 have the legend "Entering XXXX County", which is being phased out, and the new signs display the updated legend "XXXX County Line". The signs that will remain upon completion of this project shall be the new, updated legend.
- **3.0 Method of Measurement.** Measurement will be made per each for each sign that has been reinstalled.
- **4.0 Basis of Payment.** Payment for removing, storing, and reattaching the existing signs, including all materials, equipment, labor and tools shall be made and considered completely covered by the contract unit price bid for:

Item No.	Type	Description	
903-99.02	Each	Misc. Remove, Store, and Reinstall Existing Sign	

#### LL. Supplemental Revisions JSP-18-01JJ

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

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

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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;

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- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.
- **3.0** Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.
- **3.1 Hold Point.** Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.
- **4.0 Inspection Reports.** Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a webbased Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).
- **5.0 Stormwater Deficiency Corrections.** All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.
- **5.1 Liquidated Damages.** If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines, and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit.

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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

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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

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- (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.

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**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.

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 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.