

Job No.: J6P3636  
Route: US 67  
County: St. Charles

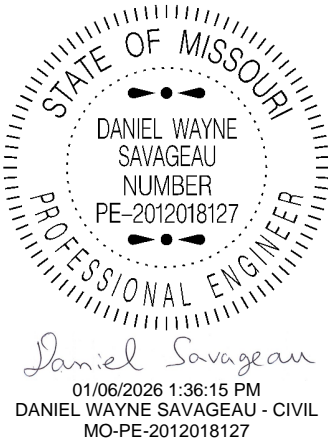
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	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J6P3636 ST. CHARLES COUNTY, MO DATE PREPARED: 12/01/25
	ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB  
SPECIAL PROVISION

A. General - Federal JSP-09-02L

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2025 Missouri Standard Plans  
For Highway Construction

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

B. Contract Liquidated Damages JSP- 13-01D

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

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

Notice to Proceed: March 23, 2026  
Contract Completion Date: August 25, 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 <b>J6P3636</b>	Calendar Days <b>N/A</b>	Daily Road User Cost <b>\$5,400</b>
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**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 JSP-02-06N

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

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

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

**2.0 Traffic Management Schedule.**

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

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

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

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

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

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

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

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

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

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

### 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 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** Any work requiring a reduction in the number of through lanes of traffic (**for work outside what is shown in the staging plans**) shall be performed only during the working hours specified below. The Engineer will determine allowable weekend hours and may approve modifications to the hours listed.

**Resurfacing, pavement widening, pavement marking, rumble strip installation, and guardrail operations** on both northbound and southbound US Route 67 shall be allowed the following weekday work hours:

1 Through Lane Open, 6:00 AM – 2:00 PM  
1 Through Lane Open, 6:00 PM – 6:00 AM

**Tubular Marker Replacement on Northbound US Route 67 (Mobile Operations)**  
8:00 PM – 6:00 A.M.

**Resurfacing, pavement widening, pavement marking and guardrail operations on sidestreets including Cinder Road, Red School Road, Route 94, Richard Drive and St. Charles St.:** Any work requiring sidestreet closures shall include a far-right lane on US Route 67

be closed at the same time. Flagging Operations will be required due to limited alternative options.

1 Lane Open, 6:00 AM – 2:00 PM

1 Lane Open, 6:00 AM – 2:00 PM

**3.3.1** The Contractor shall allow for both lanes of Northbound US Route 67 to be open all hours between Friday June 12<sup>th</sup>, 2026 through Sunday July 5<sup>th</sup>, 2026. Access to and from Cinder Road shall also remain open at all times during this time frame.

**3.3.2** The Contractor shall allow for 1 lane to be open for both directions on St. Charles St. using a flagging operation when the Contractor does the tie-in work between St. Charles St. and the temporary bypass from Southbound US Route 67. The contractor will be allowed the following work hours for this tie-in:

7:00 a.m. to 2:00 p.m.

**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.

**4.3** The contractor shall coordinate construction staging, lane restrictions, and durations with the Engineer. IF lane capacity is reduced, the contractor will actively work to complete the relevant items of work in order to restore the lane capacity.

**4.4** The contractor shall coordinate construction staging plans with the Engineer with respect to ceasing work during the winter months. Construction staging sequencing shall take into consideration the impacts of lane restrictions extended throughout the winter months. The contractor shall actively work to prevent the need for lane capacity restrictions extended throughout the winter months.

**5.0 Impacts Due to Major Flooding.** The contractor shall be aware of the following potential impacts due to flooding within the project limits.

**5.1** The Southbound lanes of US Route 67 begin to flood within a foot of elevation 34.5 feet as measured on the USGS Melvin Price Gauge. This elevation shall be the baseline for enhanced monitoring and preparation for suspension of contractor operations, relocation of construction equipment, and the initiation of contractor coordination with MoDOT maintenance personnel to facilitate implementation of MoDOT maintenance of traffic plan per **JSP – Potential Construction Delays due to High Waters**. The maintenance of traffic plan, which is mirrored within the staging plans on this project during Stage 2, has been included within the electronic deliverables to provide additional information with respect to this procedure.

MoDOT maintenance personnel will be responsible for installation of emergency maintenance of traffic control devices south of the project limits as per the previously mentioned plan.

**5.2** The contractor shall monitor the river stage forecasts, evaluate impacts to construction operations, identify impacts to lane restrictions, and coordinate with the Engineer. In advance of a predicted flood event, additional scrutiny should surround the initiation of construction staging operations that would prevent the option of head-to-head traffic along the existing northbound lanes. The contractor shall coordinate with the Engineer prior to commencing construction stages that will restrict this traffic management operation.

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

D. Potential Construction Delays Due to High Waters

**1.0 Description.** The project completion date will be extended one calendar day for each day the contractor is unable to progress critical path activities of work when major flooding requires diversion of **ALL** US Route 67 traffic to the northbound lanes. Such flooding delays will be considered non-compensable, and no additional payment will be made for costs associated with the event or resulting delays. The contractor shall provide the current, up-to-date critical path method (CPM) schedule at the time of the high-water event, which will be used by the Engineer to determine critical path activities and verify eligibility for contract time extensions under this provision.



E. Utilities

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
<b>Ameren</b> Don Huffstutler Phone: (314) 778-1516 Email: <a href="mailto:dhuffstutler@ameren.com">dhuffstutler@ameren.com</a>	Yes	Electric
<b>Marathon</b> Landon Morris Phone: (419) 957-7792 Email: <a href="mailto:Lrmorris@marathonpetroleum.com">Lrmorris@marathonpetroleum.com</a>	None	Pipeline
<b>Endbridge</b> Leanne Golley Phone: (612) 219-1342 Email: <a href="mailto:Leanne.golley@enbridge.com">Leanne.golley@enbridge.com</a>	None	Pipeline
<b>Keystone Pipeline</b> Stanley Tumoth Phone: (587) 437-5011 Email: <a href="mailto:stan.tumoth@southbow.com">stan.tumoth@southbow.com</a>	None	Pipeline
<b>NuStar Pipeline</b> Matthew Woody Phone: (346) 306-6123 Email: <a href="mailto:Mathew.Woody@energyTransfer.com">Mathew.Woody@energyTransfer.com</a>	None	Pipeline
<b>Missouri Gas</b> Joel Dickherber Phone: (314) 502-4253 Email: <a href="mailto:Joel.Dickherber@SpireEnergy.com">Joel.Dickherber@SpireEnergy.com</a>	None	Pipeline
<b>BP</b> Vaughn Matthews Phone: (618) 593-8962 Email: <a href="mailto:Vaughn.Mattews@bp.com">Vaughn.Mattews@bp.com</a>	None	Pipeline

<b>ATT</b> Brian Puszkas Phone: (314) 971-5880 Email: <a href="mailto:BP2429@att.com">BP2429@att.com</a>  Nick Sutton (Field Contact) Phone: (314) 435-4119 Email: <a href="mailto:NS3186@att.com">NS3186@att.com</a>	Yes	Communication
<b>Lumen</b> Rich Obremski Phone: (314) 378-9931 Email: <a href="mailto:Richard.Obremski@lumen.com">Richard.Obremski@lumen.com</a>	Yes	Communication

**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 If utility facilities are discovered**, the contractor shall contact the MoDOT Area Utility Coordinator Michael Quadrini at (314) 648-4079. The engineer will determine whether relocation of the utility is necessary to accommodate construction or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified.

**3.0 Basis of Payment:** No direct payment will be made for complying with this provision.

**4.0** Below is the list of utilities that are impacted by the project improvements. The below utilities should be adjusted prior to Monday July 5<sup>th</sup>, 2026. Contractor will need to be in contact with MoDOT's Utilities Coordinator for discussions on the status of the adjusted utilities. It is also advised that the MoDOT's Utilities Group be part of weekly construction meetings to provide the status of the utilities adjustments and discuss utilities related items for the project.

#### **4.1 Ameren Missouri:**

Ameren-Missouri has facilities within the project limits that will have to be relocated to accommodate the proposed work. Some of the pole relocation work is expected to take place prior to construction. There will also need to be cooperation from the contractor, MoDOT Construction and Utilities Office, and Ameren on establishing the appropriate location on where to place the adjusted power poles without conflicting with the temporary and permanent construction improvements. Here are the following locations where Ameren is impacted by the project improvements and the provision that we have in place to address those items:

- Ameren has eight poles in the west right of way along Southbound US Route 67 that will have to be removed to accommodate the grading of the new six-foot-wide flat bottom

ditch from Station 29+00 to 47+00 (Cinder Road to the southside Red School Road). Ameren will replace the aforesaid pole set with a new three phase overhead system in the east right of way along Northbound US Route 67 from Red School Road to Cinder Road.

- Ameren has two poles that will be adjusted approximately 15'+/- to the south of Red School Road to accommodate the grading for the crossover removal, profile change and right turn lane improvements for Northbound US 67 at Red School Road.
- Ameren will have to adjust several poles at St. Charles Street to accommodate the alignment of the temporary bypass. The contractor will be required to coordinate with Ameren, MoDOT's Construction and Utilities Office on the appropriate placement of the adjusted pole locations prior to the construction of the temporary bypass at St. Charles Street.
- Ameren will also need to coordinate with the contractor, MoDOT Construction and Utilities Offices on the placement of temporary dusk to dawn poles and overhead power feeds to the temporary lighting so to avoid conflict with construction activities and traffic using the St. Charles Street bypass
- ATT has a pedestal and cable riser that is attached to the Ameren pole situated left of southbound Station 106+65. Provisions to address the aforementioned ATT facility is indicated in the below section 1.3.

## **4.2 ATT**

ATT has facilities within the project limits that will have to be relocated to accommodate the roadway project improvements. Here are the following locations where ATT will need to adjust the existing fiber and copper communication lines to accommodate the project improvements.

- ATT has a fiber cable conduit in the west right of way from the Missouri River to Missouri Route 94-Richard Road. We will be cutting a 6' wide flat bottom ditch line 3' deep in the west right of way from Sta. 121+00 to 41+50 (just south of Red School). It is believed that ATT will have to adjust the facility prior to the contractor grading the new ditch line.
- ATT has two fiber cable conduits that are situated on the north and south sides of Red School Road section in the center median US 67. The cables will be impacted by the grading and removal of the Red School Road crossover access. ATT will have to relocate these facilities prior to grading and construction efforts taking place at the intersection of Red School Road.
- ATT has an underground cable crossing US Route 67 south of the MO Route 94-Richard Road intersection at southbound station 74+71.76 and northbound station 74+91.02. We will need to confirm with ATT that the cable can remain in place in the cut section that is removing approximately 3.90 feet of soil coverage over the subject cable. Cross sectional plans indicate around 2.60 feet of coverage over the cable. We will need to field verify with the contractor and ATT that the cable can remain in place well in advance of construction operations taking place at the intersection.

- ATT has an underground cable crossing US Route 67 to a pedestal in the west right of way. The ATT cable from the pedestal then rises up the Ameren pole situated left of southbound Station 107+65. The ATT overhead line then continues aurally to the northwest and will span over the temporary bypass as St. Charles Street. ATT will be relocated to allow for the construction of the temporary bypass.

#### 4.3 Lumen

Lumen Communications has a fiber cable conduit system within the project limits that will have to be relocated to accommodate roadway project improvements. Here are the following locations where Lumen anticipates adjusting the fiber communication system.

- Lumen communication cable depth within the center median green space from Station 45+51.54 to 47+63.93 is shallow and will have additional grade cut as part of the project improvements. We anticipate that Lumen will need to adjust the existing facility at the aforesaid location-Red School Road crossover.
- Lumen indicates the fiber communication cable depth within the center median green space south of MO Route 94-Richard Road around Station 74+95.28 will have limited coverage after grading to final elevation. Lumen will lower the communication cable at the location to address ground coverage concern.
- Culvert pipe section 8-2, 100.29 feet left of southbound station 87+30.47 is in close physical proximity of Lumen's fiber communication cable. Lumen will need to lower cable conduit elevation and possibly protect conduit with split steel encasement.
- We will need to confirm additional locations as to where Lumen will need to adjust existing pull boxes within the project limits.

**4.4 Pipelines.** Please see Pipeline Requirements JSPs for each individual pipeline along the corridor.

#### F. Construction Staging Requirements

**1.0 Description.** This work shall consist of completing all pre-staging requirements prior to beginning each stage of construction. The contractor shall coordinate traffic control, temporary construction, and installation of permanent features as described herein to ensure safe and efficient operations for the traveling public.

**2.0 General Construction Requirements.** This work shall consist of construction activities not specifically identified as part of the staged work. The contractor may perform such activities at any time during the project; however, the following requirements must be met in order to complete this work. The contractor shall coordinate all non-staged activities with the Engineer to ensure traffic safety and proper sequencing of operations.

- Temporary traffic control devices and devices shall be in place prior to any lane or shoulder closures.

- Centerline tubular markers and temporary striping shall be in place before both Southbound and Northbound US Route 67 traffic is temporarily moved over onto the Northbound US Route 67 lanes.
- Temporary traffic control barrier shall be in place prior to any work that requires all traffic be placed upon the Northbound US Route 67 lanes.
- Prior to any grading, the contractor shall clear and grub said areas.
- Construction of the new deceleration and acceleration lanes at Red School Road may be constructed prior to the staged work, but the proposed raised island shall be constructed once all stage work is completed.
- Construction of the extended deceleration lane to Richard Drive and the extended acceleration lane from Richard Drive may be constructed prior to stage work, but the proposed raised island shall be constructed once all stage work is completed.
- The gravel emergency and farm vehicle crossings may be completed concurrently with the construction of the new southbound profiles at those locations.
- The Type 1 Rock Blanket being placed in the median north of St. Charles Street shall be placed once the temporary bypass is no longer needed and has been removed.
  - Guardrail shall be installed prior to opening the lanes of US Route 67 closest to the median.
- Existing ITS equipment will be left in place and operational throughout the project duration. The existing ITS cabinet can be removed once the new cabinet has been installed and is operational.

### 3.0 Staged Work Construction Requirements.

#### 3.1 Prior to Stage 1:

- Crossovers for Cinder Road and Red School Road shall be closed.
- Temporary traffic barrier shall be installed along northbound US Route 67.

#### 3.2 Prior to Stage 2:

- The existing permanent moveable traffic barrier shall be removed from the northbound inside shoulder north of the Missouri River Bridge and reinstalled along the southbound inside shoulder. **This relocation of the existing permanent movable traffic barrier shall be included within the Quantity Sheets and shall be paid for a relocating temporary traffic barrier.**
- The temporary bypass shall be partially constructed to allow southbound traffic access to St. Charles Street, and temporary lighting for the bypass shall be installed and operational.

#### 3.3 Prior to Stage 3:

- The new southbound vertical profile between the Missouri River and Red School Road shall be constructed.
- The south J-turn shall be constructed, including the deceleration and acceleration lane leading to and from the south J-turn.
- A temporary crossover at St. Charles Street shall be constructed to connect to the temporary bypass.
- Permanent (or temporary) signing for the south J-turn shall be installed.
- Permanent (or temporary) lighting for the south J-turn shall be installed and operational.

#### 3.4 Prior to Stage 4:

- The new vertical and horizontal profile for southbound US Route 67 from Route 94 to St. Charles Street shall be constructed.

### **3.5 Prior to Stage 5:**

- The new vertical profile for St. Charles Street shall be constructed.
- The temporary crossover connecting the temporary bypass to northbound US Route 67 shall be removed.

### **3.6 Prior to Stage 6:**

- Tie-work to connect the new St. Charles Street profile to the existing St. Charles Street profile shall be completed.
- The temporary bypass at St. Charles Street shall be removed.

### **3.7 Prior to Opening the North J-Turn and New Left Turn from Northbound US Route 67 to St. Charles Street:**

- Permanent signing for the north J-turn and new left turn shall be installed.
- Permanent lighting for the north J-turn and new left turn shall be installed and operational.
- All new pavement including the deceleration and acceleration lanes leading to and from the north J-turn.

### **3.8 Prior to Removing Permanent and Temporary Signals at Route 94:**

- The north J-turn and new left turn lane shall be open to traffic.
- The existing signals shall be placed on flashing yellow for 30 days in accordance with JSP - *Signal Removal Process*.

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

**5.0 Basis of Payment.** No direct payment will be made for this item. The cost of completing the required work prior to each stage of construction shall be considered completely covered by the contract unit prices for the various items included in the contract. The Contractor may propose changes to the traffic control staging but all changes shall be approved by the Engineer.

## **G. Liquidated Damages Specified – Closure of St. Charles Street**

**1.0 Description.** As specified in JSP C – Work Zone Traffic Management, the contractor will be permitted to close St. Charles Street at the US Route 67 intersection for one-time for a maximum of fifteen (15) working days to complete the paved approach connecting the new southbound US 67 intersection pavement to the existing St. Charles Street pavement. Changeable message signs shall be installed at least two (2) weeks prior to the closure to notify the public of the closure period. A signed detour for St. Charles Street traffic will not be provided. Local traffic will be encouraged to use alternate routes.

If the intersection is not reopened to traffic within the allowed fifteen (15) working days, the Commission, the traveling public, and state and local authorities will incur damages, including but

not limited to increased construction administration costs, potential liability, traffic regulation costs, congestion, and delays to motorists. These damages are not reasonably capable of exact computation. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$2,000 per every hour for each full hour beyond the fifteen (15) day period** that the work described that the intersection remains closed. The Engineer will determine the total amount of excess closure time.

**1.1 Liquidated Damages.** The liquidated damages specified above will be assessed in addition to, and regardless of, any other liquidated damages that may otherwise be charged under the Missouri Standard Specifications for Highway Construction, as amended elsewhere in this contract.

H. Work in the Vicinity of Electric Overhead Lines

**1.0 Description.** The Contractor is advised that the proposed scope of work for this project will require working within tight clearances near overhead power lines throughout the corridor when tree clearing, tree trimming or installing guardrail. The contractor should use caution when constructing items or working near these facilities. Contractors and their employees working in the vicinity of Ameren's power lines will adhere to the National Electrical Safety Code (NESC) and the Missouri Overhead Power Line Act as set forth in Missouri Revised Statutes section 319, particularly the safety requirements in sections 319.075 through 319.090.

**1.1** The contractor shall designate a qualified person meeting requirements to manage the work described in Section 1.0 prior to beginning work along the corridor.

**1.2** The contractor shall contact both MoDOT's Utility Coordinator and Ameren's contract listed in Section 2.0 of the Utility JSP prior to beginning work.

**2.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

I. Possession of Right of Way – Parcel 1

**1.0 Description.** The Contractor's attention is directed toward Parcel #1 shown in the plans, which could be subject to delayed possession. Possession of the easements for Parcel 1 are expected by the letting for this project, **January 16, 2026**.

**1.1** The contractor is required to plan its order of work, manpower and equipment loading, and bid, taking in to consideration all effects of the possible delayed possession of the parcel. Any effects, impacts, cumulative impacts or consequences of delay in possession of the parcel shall be non-compensable. This shall include any claim for extra work, as well as delay effects on work not delayed, suspension or acceleration of the work, differing site condition, interference or otherwise.

**1.2** The contractor and the Commission understand and agree that by executing this contract, the contractor releases the Commission from any possible liability under this contract for a possible breach of this contract for failing to make the job site available until the possession of the parcel is authorized by the Engineer, and for all direct and indirect, incidental, or consequential damaged

or losses the contractor may suffer from this delay is making the job site available or issuing a timely authorization. The contractor further waives any right the contractor may have by contract, at law or in equity to challenge the validity or enforceability of the contract, in return for the award of this contract to the contractor at its stated contract prices as bid for the required work. It is provided, however, as contractors SOLE REMEDY for any delay in possession of the above parcel that the completion date of this contract may be extended, day for day, for each day that delayed possession actually interferes with the major items of work as determined by the engineer.

**2.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

J. Marathon Pipeline Requirements

**1.0 Description.** The Contractor shall use caution when working around Marathon's crude oil pipeline south of Route 94/Richard Drive as shown in the plans. The following work conditions shall apply:

- A. The Contractor shall email the following contact 2 weeks prior to beginning work on US Route 67 south of Route 94/Richard Drive.

Mr. Landon Morris  
[lmorris@marathonpetroleum.com](mailto:lmorris@marathonpetroleum.com)  
Cell Phone: 419-957-7792

- B. The Contractor shall submit an 811 dig ticket prior to the Contractor beginning construction operations. This dig ticket will start the coordination between the Contractor and Marathon's field representative. 48 hours' notice is required to schedule a representative to be onsite. A new 811 dig ticket shall be submitted by the Contractor each time an operation is within the specified distance noted in Section C of this provision.
- C. A Marathon representative shall be onsite during all construction operations that are within 50' of Marathon's pipeline.
- D. Prior to beginning work near the pipeline, the Contractor shall lay out offset areas described within this provision using the pay item for Contractor Furnished Surveying and Staking. Surveying stakes and paint used to delineate the offset areas shall be visible at all times.
- E. All excavation over the existing pipeline shall be non-mechanical in nature through the use of a hydro-vac system or as approved by both the Engineer and Marathon's field representative.
- F. Any removal of the existing pavement within 25' of Marathon's pipeline, excluding when coldmilling for resurfacing operations, shall be completed by sawcutting the pavement and through 'soft' removal activities. Pavement removal by hammering or other breaking activities shall not be allowed.



- G. Mechanical sub-soiling activities are prohibited within 15' of Marathon's pipeline.
- H. The contractor shall not use vibratory compacting methods within 15' of Marathon's pipeline.
- I. The contractor shall layout the approximate existing centerline of the pipeline prior to guardrail installation and shall space any guardrail posts an equal distance from this centerline. The contractor, using the proposed plan, shall either skip a post over the pipeline's centerline and add an extra post with a 3'-1.5" spacing immediately after the first guardrail post on either side of the pipeline **or** shall install the long-span MGS guardrail system per MoDOT's Standard Plan to bridge over the pipeline. The maximum span between the two posts within the long-span guardrail system is 25'. Non-mechanical removal of the soil through the use of a hydro-vac system shall be used in lieu of driving the guardrail post through the soil within 15' on each side of Marathon's pipeline.
- J. An existing vent pipe near the toe of the slope of Northbound US Route 67 between Stations 73+00 and 74+00 on Plan Sheet #6 is going to be removed by Marathon near the pipeline's casing. The completion of the vent pipe removal by others is expected by June 1, 2026. The Contractor shall not work in this area as described above until the vent pipe has been removed. The Engineer will notify the Contractor once the Commission has been given approval by Marathon to work in the area surrounding the removed vent pipe.
- K. Per the typical sections included in the plans, the contractor shall use non-reinforced concrete pavement for any new pavement over the pipeline as shown in the plans.

**2.0** 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 provision.

K. NuStar Pipeline Requirements

**1.0 Description.** The Contractor shall use caution when working around the NuStar 6-inch steel high pressure Anhydrous Ammonia pipeline south of St. Charles St. as shown in the plans. The following work conditions shall apply:

- A. The Contractor shall email the following contact 2 weeks prior to beginning work on US Route 67 south of St. Charles St.

Mr. Adam Roemer  
[adam.roemer@sunoco.com](mailto:adam.roemer@sunoco.com)

Mr. Derek Blasa  
[derek.blasa@sunoco.com](mailto:derek.blasa@sunoco.com)

Mr. Matthew Woody  
[Matthew.Woody@energyTransfer.com](mailto:Matthew.Woody@energyTransfer.com)  
Cell phone: 346-306-6123

- B. The Contractor shall submit an 811 dig ticket prior to the Contractor beginning construction operations. This dig ticket will start the coordination between the Contractor and NuStar's field representative. 48 hours' notice is required to schedule a representative to be onsite. A new 811 dig ticket shall be submitted by the Contractor each time an operation is within the specified distance noted in Section C of this provision.
- C. A NuStar representative shall be onsite during all construction operations that are within 50' of NuStar's pipeline.
- D. Prior to beginning work near the pipeline, the Contractor shall lay out offset areas described within this provision using the pay item for Contractor Furnished Surveying and Staking. Surveying stakes and paint used to delineate the offset areas shall be visible at all times.
- E. All excavation over the existing pipeline shall be non-mechanical in nature through the use of a hydro-vac system or as approved by both the Engineer and NuStar's field representative.
- F. Any removal of the existing pavement within 25' of NuStar's pipeline, excluding when coldmilling for resurfacing operations, shall be completed by sawcutting the pavement and through 'soft' removal activities. Pavement removal by hammering or other breaking activities shall not be allowed.
- G. Mechanical sub-soiling activities are prohibited within 15' of NuStar's pipeline.
- H. The contractor shall not use vibratory compacting methods within 15' of NuStar's pipeline.
- I. The contractor shall layout the approximate existing centerline of the pipeline prior to guardrail installation and shall space any guardrail posts an equal distance from this centerline. The contractor, using the proposed plan, shall either skip a post over the pipeline's centerline and add an extra post with a 3'-1.5" spacing immediately after the first guardrail post on either side of the pipeline **or** shall install the long-span MGS guardrail system per MoDOT's Standard Plan to bridge over the pipeline. The maximum span between the two posts within the long-span guardrail system is 25'. Non-mechanical removal of the soil through the use of a hydro-vac system shall be used in lieu of driving the guardrail post through the soil within 15' on each side of NuStar's pipeline.
- J. Per the typical sections included in the plans, the contractor shall use non-reinforced concrete pavement for any new pavement over the pipeline as shown in the plans.

**2.0** 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 provision.

L. Keystone Pipeline Requirements

**1.0 Description.** The Contractor shall use caution when working around the Keystone crude oil pipeline south of St. Charles St. as shown in the plans. The following work conditions shall apply:

- A. The Contractor shall email the following contact 2 weeks prior to beginning work on US Route 67 south of St. Charles St.

Mr. Stanley Tumoth  
[stan.tumoth@southbow.com](mailto:stan.tumoth@southbow.com)  
Telephone: 587-318-5408  
Cell Phone: 587-437-5011

- B. The Contractor shall submit an 811 dig ticket prior to the Contractor beginning construction operations. This dig ticket will start the coordination between the Contractor and Keystone's field representative. 48 hours' notice is required to schedule a representative to be onsite. A new 811 dig ticket shall be submitted by the Contractor each time an operation is within the specified distance noted in Section C of this provision.
- C. A Keystone representative shall be onsite during all construction operations that are within 50' of Keystone's pipeline.
- D. Prior to beginning work near the pipeline, the Contractor shall lay out offset areas described within this provision using the pay item for Contractor Furnished Surveying and Staking. Surveying stakes and paint used to delineate the offset areas shall be visible at all times.
- E. All excavation over the existing pipeline shall be non-mechanical in nature through the use of a hydro-vac system or as approved by both the Engineer and Keystone's field representative.
- F. Any removal of the existing pavement within 25' of Keystone's pipeline, excluding when coldmilling for resurfacing operations, shall be completed by sawcutting the pavement and through 'soft' removal activities. Pavement removal by hammering or other breaking activities shall not be allowed.
- G. Mechanical sub-soiling activities are prohibited within 15' of Keystone's pipeline.
- H. The contractor shall not use vibratory compacting methods within 15' of Keystone's pipeline.
- I. The contractor shall layout the approximate existing centerline of the pipeline prior to guardrail installation and shall space any guardrail posts an equal distance from this centerline. The contractor, using the proposed plan, shall either skip a post over the pipeline's centerline and add an extra post with a 3'-1.5" spacing immediately after the first guardrail post on either side of the pipeline **or** shall install the long-span MGS guardrail system per MoDOT's Standard Plan to bridge over the pipeline. The maximum span between the two posts within the long-span guardrail system is 25'. Non-mechanical removal of the soil through the use of a hydro-vac system shall be used in lieu of driving the guardrail post through the soil within 15' on each side of Keystone's pipeline.
- J. Per the typical sections included in the plans, the contractor shall use non-reinforced concrete pavement for any new pavement over the pipeline as shown in the plans.

**2.0** 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 provision.

M. Endbridge Pipeline Requirements

**1.0 Description.** The Contractor shall use caution when working around the Endbridge crude oil pipeline north of St. Charles St. as shown in the plans. The following work conditions shall apply:

- A. The Contractor shall email MoDOT's Utility Coordinator Michael Quadrini at the following email so he can provide the no-conflict letter received by the Commission from Endbridge related to their pipeline. Michael will coordinate with the pipeline as needed.

Mr. Michael Quadrini  
[Michael.Quadrini@modot.mo.gov](mailto:Michael.Quadrini@modot.mo.gov)  
Cell Phone: 314-648-4079

- B. The Contractor shall submit an 811 dig ticket prior to the Contractor beginning construction operations. This dig ticket will start the coordination between the Contractor and Endbridge's field representative. 48 hours' notice is required to schedule a representative to be onsite. A new 811 dig ticket shall be submitted by the Contractor each time an operation is within the specified distance noted in Section C of this provision.
- C. A Endbridge representative shall be onsite during all construction operations that are within 50' of Enbridge's pipeline.
- D. Prior to beginning work near the pipeline, the Contractor shall lay out offset areas described within this provision using the pay item for Contractor Furnished Surveying and Staking. Surveying stakes and paint used to delineate the offset areas shall be visible at all times.
- E. All excavation over the existing pipeline shall be non-mechanical in nature through the use of a hydro-vac system or as approved by both the Engineer and Endbridge's field representative.
- F. Any removal of the existing pavement within 25' of Endbridge's pipeline, excluding when coldmilling for resurfacing operations, shall be completed by sawcutting the pavement and through 'soft' removal activities. Pavement removal by hammering or other breaking activities shall not be allowed.
- G. Mechanical sub-soiling activities are prohibited within 15' of Endbridge's pipeline.
- H. The contractor shall not use vibratory compacting methods within 15' of Endbridge's pipeline.

- I. The contractor shall layout the approximate existing centerline of the pipeline prior to guardrail installation and shall space any guardrail posts an equal distance from this centerline. The contractor, using the proposed plan, shall either skip a post over the pipeline's centerline and add an extra post with a 3'-1.5" spacing immediately after the first guardrail post on either side of the pipeline **or** shall install the long-span MGS guardrail system per MoDOT's Standard Plan to bridge over the pipeline. The maximum span between the two posts within the long-span guardrail system is 25'. Non-mechanical removal of the soil through the use of a hydro-vac system shall be used in lieu of driving the guardrail post through the soil within 15' on each side of Endbridge's pipeline.
- J. Per the typical sections included in the plans, the contractor shall use non-reinforced concrete pavement for any new pavement over the pipeline as shown in the plans.

**2.0** 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 provision.

N. Missouri Gas Pipeline Requirements

**1.0 Description.** The Contractor shall use caution when working around the Missouri Gas pipeline north of St. Charles St. as shown in the plans. The following work conditions shall apply:

- A. The Contractor shall email the following contact 2 weeks prior to beginning work on US Route 67 north of St. Charles St.

Mr. Joel Dickherber  
[Joel.Dickherber@SpireEnergy.com](mailto:Joel.Dickherber@SpireEnergy.com)  
Cell Phone: 314-502-4253

Mr. Randy Wilson  
[RandyWilson@spireenergy.com](mailto:RandyWilson@spireenergy.com)

- B. The Contractor shall submit an 811 dig ticket prior to the Contractor beginning construction operations. This dig ticket will start the coordination between the Contractor and Spire's field representative. At least 48 hours' notice is required to schedule a representative to be onsite. A new 811 dig ticket shall be submitted by the Contractor each time an operation is within the specified distance noted in Section C of this provision.
- C. A Spire representative shall be onsite during all construction operations that are within 50' of Spire's pipeline.
- D. Prior to beginning work near the pipeline, the Contractor shall lay out offset areas described within this provision using the pay item for Contractor Furnished Surveying and Staking. Surveying stakes and paint used to delineate the offset areas shall be visible at all times.

- E. All excavation over the existing pipeline shall be non-mechanical in nature through the use of a hydro-vac system or as approved by both the Engineer and Spire's field representative.
- F. Any removal of the existing pavement within 25' of Spire's pipeline, excluding when coldmilling for resurfacing operations, shall be completed by sawcutting the pavement and through 'soft' removal activities. Pavement removal by hammering or other breaking activities shall not be allowed.
- G. Mechanical sub-soiling activities are prohibited within 15' of Spire's pipeline.
- H. The contractor shall not use vibratory compacting methods within 15' of Spire's pipeline.
- I. The Contractor shall install Type 'D' barrier over Spire's pipeline as outlined in the plans. The contractor shall layout the approximate existing centerline of the pipeline prior to barrier installation. Non-mechanical removal of the soil through the use of a hydro-vac system shall be used in lieu of driving the guardrail post through the soil within 15' on each side of BP's pipeline.
- J. Per the typical sections included in the plans, the contractor shall use non-reinforced concrete pavement for any new pavement over the pipeline as shown in the plans.

**2.0** 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 provision.

O. BP Pipeline Requirements

**1.0 Description.** The Contractor shall use caution when working around the BP Crude oil pipeline north of St. Charles St. as shown in the plans. The following work conditions shall apply:

- A. The Contractor shall email the following contact at least 48 hours prior to beginning work on US Route 67 north of St. Charles St.

Mr. Vaughn Matthews  
[Vaughn.Matthews@bp.com](mailto:Vaughn.Matthews@bp.com)  
Cell Phone: 618-593-8962

If Mr. Matthews cannot be contacted, the backup contact will be the following person and the contractor shall contact him at least 48 hours prior to beginning work on US Route 67 north of St. Charles St. near the BP Pipeline:

Mr. Mike Green  
[Michael.Green2@bp.com](mailto:Michael.Green2@bp.com)  
Cell Phone: 618-540-6627

- B. The Contractor shall submit an 811 dig ticket prior to the Contractor beginning construction operations. This dig ticket will start the coordination between the Contractor and BP's field representative. A minimum of 48 hours' notice is required to schedule a representative to be onsite. A new 811 dig ticket shall be submitted by the

Contractor each time an operation is within the specified distance noted in Section C of this provision.

- C. A BP's representative shall be onsite during all construction operations that are within 50' of BP's pipeline.
- D. Prior to beginning work near the pipeline, the Contractor shall lay out offset areas described within this provision using the pay item for Contractor Furnished Surveying and Staking. Surveying stakes and paint used to delineate the offset areas shall be visible at all times.
- E. All excavation over the existing pipeline shall be non-mechanical in nature through the use of a hydro-vac system or as approved by both the Engineer and BP's field representative.
- F. Any removal of the existing pavement within 25' of BP's pipeline, excluding when coldmilling for resurfacing operations, shall be completed by sawcutting the pavement and through 'soft' removal activities. Pavement removal by hammering or other breaking activities shall not be allowed.
- G. Mechanical sub-soiling activities are prohibited within 15' of BP's pipeline.
- H. The Contractor shall not use vibratory compacting methods within 15' of BP's pipeline.
- I. The Contractor shall install Type 'D' barrier over BP's pipeline as outlined in the plans. The contractor shall layout the approximate existing centerline of the pipeline prior to barrier installation. Non-mechanical removal of the soil through the use of a hydro-vac system shall be used in lieu of driving the guardrail post through the soil within 15' on each side of BP's pipeline.
- J. Per the typical sections included in the plans, the contractor shall use non-reinforced concrete pavement for any new pavement over the pipeline as shown in the plans.
- K. Within the Electronic Deliverables, is additional information related to the permit for this pipeline. A copy of the permit letter from August 12<sup>th</sup>, 2025, shall be onsite at all times. Failure to have a copy of the approval letter onsite may result in a stop work order until all conditions and requirements are met within this Approval Letter.

**2.0** 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 provision.

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

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

Job No.: J6P3636  
Route: US 67  
County: St. Charles

**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 Patrol – Troop C	(636) 300-2800
St. Charles Count Police Department	(636) 949-3000
St. Louis County Police Department	(636) 529-8210
Rivers Point Fire District	(636) 899-1122

**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.

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

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

Dan Savageau, PE  
Project Manager  
St. Louis District  
1590 Woodlake Drive  
Chesterfield, MO 63017

Telephone Number: 314-453-5089  
Email: [Daniel.Savageau@modot.mo.gov](mailto:Daniel.Savageau@modot.mo.gov)

**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](mailto: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:

Dave Bauer, PE  
Resident Engineer  
St. Louis District  
2620 Adie Road  
Maryland Heights, MO 63043



Telephone Number: 314-877-2770  
Email: [David.Bauer@modot.mo.gov](mailto:David.Bauer@modot.mo.gov)

R. Geotechnical/Grading Requirements

**1.0** The following geotechnical requirements related to grading of new fill shall be completed by the contractor based upon the Geotechnical Settlement Investigation Report included within the Electronic Deliverables:

**1.1** For areas with soils that are very moist to wet and are exhibiting pumping and/or rutting more than 3 inches, the contractor shall allow each area time to dry and then recompact the area with a sheepsfoot roller.

**1.2** Prior to constructing the new fill, the contractor shall proof roll the following areas as shown in the plan sheets and as described within JSP – Proofrolling.

**1.3** Included within the contract and as shown in the Quantity Sheets and Special Plan Sheets are quantities of separation geotextile, clean aggregate/sand and rock fill that may be required if areas continue to rut or pump after completing sections 1.1 and 1.2 of this special provision. These quantities only apply to areas noted in Section 1.2 and have a change between the new graded elevation and the existing ground of at least 4.5'. Additional areas that require this soil stabilization material are to be determined by the Engineer. No additional compensation, beyond the pay items included in the contract for earthwork and separation geotextile, will be made to the Contractor. If adjustment to the earthwork is necessary due to the removal or addition of soil stabilization material beyond what is shown in the plans.

**1.3.1** The soil stabilization material shall be composed of the following as shown in the Typical Sections.

Existing Ground  
Separation Geotextile  
3" of Clean Aggregate/Sand  
24" of Rock Fill (Maximum 12" lifts)  
3" of Clean/Aggregate/Sand  
Separation Geotextile  
Fill (Embankment in Place)

**1.4** Ground remediation through the over-excavation and replacement of existing soil will not be allowed due to numerous utilities and pipelines along the US Route 67 Corridor. The contractor may choose to instead surcharge material by placing additional fill to an elevation greater than what is shown in the plans, however, this shall only be done after following Sections 1.1 through 1.3 of this special provision and after the embankment in place has been placed in lifts and compacted per Standard Specifications. The Contractor shall ensure positive drainage through the use of temporary pipes or ditches and shall provide additional erosion control as necessary and approved by the Engineer if the Contractor chooses to place and stockpile fill in areas prior to final grading at no additional expense to the Commission.

**1.5** See JSPs – Settlement Gauges for requirements to install settlement gauges in specific fill areas within the project limits.

**1.6** See JSPs related to Pipeline Requirements for restrictions near these facilities that may impact how the contractor constructs fill in these areas. For example, vibratory compaction of fill material over the pipelines per these JSPs would not be allowed.

**1.7** As part of this project and as noted in JSP – Tree Clearing Restrictions, the contractor shall be made aware that tree stumps and roots may be holding the fill between NB and SB US 67, particularly north of the Route 94/Richard Drive intersection. The contractor shall use caution when removing these trees and when placing new rock in the median of US 67.

**1.8** Millings from asphalt pavement will not be allowed to be used as embankment on this project. All existing asphalt pavement shall be removed prior to installing new fill, base and pavement as the existing asphalt pavement shall not be used as fill.

**2.0 Basis of Payment.** No direct payment shall be made to the Contractor for using a sheepsfoot roller. No additional pay shall be made to the Contractor to comply with this provision. However, payment for settlement gauges and for the soil stabilization material described in Sections 1.3 and 1.3.1 of this provision will be made as listed in the plans and described in additional JSPs.

#### S. Settlement Gauges

**1.0 Description.** This project contains work which requires the contractor to install settlement gauges per the Geotechnical Settlement Investigation Report included within the Electronic Deliverables. The alternative of ground remediation through the over-excavation of soil instead of allowing time for settlement to occur will not be allowed due to numerous utilities and pipelines along the US 67 Corridor. Per this report, and with some additional locations listed below, the contractor shall install settlement gauges at the following locations as approved by the Engineer:

Point #	US 67 Station	Offset	Closest CPT (Cone Penetration Test) Location as Noted in Geotech Report	Location Note
1 & 2	121+00.00	60' & 80' RT (NB)	CPT1	US 67 Median (South J-Turn)
3	120+00.00	80' RT (NB)	CPT1	US 67 Median (South J-Turn)
4	119+00.00	80' RT (NB)	CPT1	US 67 Median (South J-Turn)
5	49+00.00	50' RT	CPT2	NB US 67
6	50+00.00	50' RT	CPT2	NB US 67
7	51+50.00	70' RT	CPT2	NB US 67
8	89+00.00	30' RT	CPT3	SB US 67
9 & 10	91+00.00	30' & 60' RT	CPT3	SB US 67
11	93+00.00	50' RT	CPT3	SB US 67
12	95+00.00	40' LT	CPT3	SB US 67
13	97+00.00	40' LT	CPT3	SB US 67
14	101+00.00	30' RT	CPT4	SB US 67
15 & 16	105+00.00	40' LT & 30' RT	CPT5	SB US 67
17 & 18	107+00.00	40' LT & 25' RT	CPT5	SB US 67

19 & 20	109+00.00	40' LT & 25' RT	CPT5	SB US 67
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**2.0 Construction Monitoring.** The contractor shall supply and install the settlement gauges per the Standard Specifications and Plans. Within a week after installation and prior to any fill being placed, each gauge shall be surveyed to measure the baseline elevation. The Engineer shall be notified when the survey of baseline elevation will occur and shall be present for each gauge reading. Each gauge shall be read once per week or at the Engineer's discretion and shall continue until the total settlement does not increase for two consecutive weeks or until the Engineer determines that sufficient settlement has occurred. The estimated time of settlement along the US 67 corridor varies between 1 and 7 weeks but may vary per location. After sufficient settlement has been achieved, the Engineer will give written consent to the contractor so that the contractor may begin placing the rock base and new pavement.

The use of additional surcharge material over the proposed fill shown in the plans is at the option of the contractor and at the contractor's expense. Gauges that become inoperative are not considered satisfactory for payment purposes. Standard Specifications require the contractor to repair or replace damaged gauges at the contractor's expense.

**3.0 Basis of Payment.** The accepted quantity of settlement gauges initially installed will be paid for at the contract unit price per each. No additional payment shall be made to the Contractor to adjust the height of the gauge as more embankment is constructed. If a gauge becomes inoperative, the Contractor will not be paid for that gauge. Payment shall be considered full compensation for furnishing, installing, reading and maintaining each gauge, and for all labor, equipment, tools and incidentals necessary to complete this work.

Line Item No.	Unit	Description
204-20.10	Each	Settlement Gauge

T. Clean Aggregate or Sand for Soil Stabilization Material

**1.0 Description.** This work shall consist of furnishing and placing a 3-inch thick layer of clean aggregate or sand for stabilization material, as shown on the plans or as directed by the engineer. The material shall be used to stabilize subgrade, subbase, or other areas requiring permanent stabilization.

**2.0 Material.** The material shall conform to the applicable requirements of the **Missouri Standard Specifications for Highway Construction**, including but not limited to:

- **Section 1005** – Aggregate for Base
- **Section 1009** – Fine Aggregate for Embankment, Backfill, and Subgrade Stabilization

The material shall be either:

- **Clean Aggregate:** Crushed stone or gravel with minimal fines (generally less than 5% passing the No. 200 sieve), free from clay, organic matter, or other deleterious substances.
- **Sand:** Clean, natural or manufactured sand, free from clay, silt, or other deleterious materials.

The contractor shall submit the proposed material source and gradation for approval prior to placement.

**3.0 Construction Requirements.** The contractor shall furnish, place, and compact the clean aggregate or sand in a uniform layer with a compacted thickness of **3 inches**, in accordance with the applicable provisions of **Section 304** or **Section 209**, as directed by the engineer. Compaction shall be achieved by routing construction equipment over the material or by other approved methods. The finished surface shall be graded to the lines and elevations shown on the plans or as directed.

**4.0 Method of Measurement.** Measurement of clean aggregate or sand for stabilization material will be made to the nearest **cubic yard** of material placed and compacted to the specified 3-inch thickness.

**5.0 Basis of Payment.** The accepted quantity of clean aggregate or sand for stabilization material will be paid for at the contract unit price per **cubic yard**. Payment shall be considered full compensation for furnishing, hauling, placing, grading, and compacting the material, and for all labor, equipment, tools, and incidentals necessary to complete the work.

Line Item No.	Unit	Description
304-99.07	Cubic Yard	Clean Aggregate or Sand for Soil Stabilization Material

U. Proofrolling

**1.0 Description.** Proofrolling shall consist of making repeated passes over a subgrade with rubber-tired equipment while observing for deflection of the subgrade surface as directed by the Engineer. The amount of acceptable deflection during proofrolling is subjective and varies with soil types and expected traffic or loadings. Proofrolling should be used in addition to density testing or when density testing cannot be performed (i.e., too rocky to test). The Engineer will provide recommendations.

**2.0 Construction Requirements.**

**2.1 Proofrolling.** Prior to fill placement, all areas to be graded shall be observed to determine if the roots and topsoil have been removed by clearing and grubbing operations. All areas noted in the table below shall be proofrolled after clearing and grubbing operations have been completed but prior to beginning fill placement. In addition, areas that experience rutting greater than ½-inch or pump excessively shall be proofrolled prior to aggregate baserock placement.

US 67 Begin Station to Station	US 67 End Station	Location Note
121+50	32+50	US 67 Median (South J-turn)
48+00	63+00	NB US 67 north of Red School Road outside of existing NB slope
79+00	90+00	NB US 67 north of Richard Drive
84+00	112+00	US 67 Median (North J-turn)

**3.0 Equipment.** A tandem axle dump truck loaded with soil or crushed stone can be used for this procedure. Less desirable equipment are loaded scrapers, motor graders, or large rubber-tired end loaders.

**3.1 Procedure.** The different subgrade types should be thoroughly proofrolled using heavy rubber-tired equipment. The proofrolling equipment should traverse the area of evaluation at a pace that the engineer can comfortably walk along with. The engineer should watch for vertical movement of the soil at the back of the front or back tires of the vehicle (sometimes the single front tire of a dump truck will result in greater deflection than the dual wheels at the back). Soil types and known or suspected shallow conditions will dictate the degree of surface coverage that is needed. For most conditions, the truck should make a forward and back pass in one track, then skip over, such that the same wheel (left or right side) passes halfway between the initial two tracks made by the left and right sides of the truck. The vehicle should make a forward or backward pass along the same path before skipping a half-track width again. This procedure will cover most surfaces and should detect all but very isolated, near-surface soft areas.

**3.2** For firm residual soils or thoroughly tested compacted fill comprised of soils susceptible to “surface shearing”, one pass over each area and skipping one track width each time may be the preferred procedure to reduce surface disturbance. Also, it may be advisable to proofroll using a partially loaded dump truck. For such conditions, “backdumping” of aggregate baserock should be recommended to the contractor when completing aggregate placement.

**4.0 Method of Measurement.** No measurement of areas to be proofrolled will be made. Additional areas may be added by the Engineer. Satisfactory proofrolled areas shall be made by visual inspection and approved by the Engineer.

**5.0 Basis of Payment.** No additional pay shall be made to the Contractor for all labor, equipment, and materials needed to comply with this provision.

## V. Potholing Utility Facilities

**1.0 Description.** The contractor is advised the within the Electronic Deliverables is information regarding potholes MoDOT obtained during the design of the project. Most of the pothole information pertains to pipelines along the US 67 corridor. The contractor is advised to use this information during construction and as described in JSP – Utilities and JSPs pertaining to pipeline requirements.

If additional potholes are needed by the contractor, it shall be noted that utility companies in the project limits will not “pot hole” their underground utilities facilities for the contractor on this project. The contractor shall be responsible to “pothole” any existing utilities under the pavement or outside the pavement for all the contractor’s needs to construct work associated with the project. Core drilling pavement prior to pot holing may be necessary.

**2.0 Basis of Payment.** All labor, equipment, materials, and restoration necessary to pothole buried utilities shall be paid for under:

Pay Item Number	Description	Unit
902-99.02	Pot Holing Utility Facilities	Each

W. Additional Commitments

**1.0** The following additional commitments have been made by the Commission and shall be followed by the Contractor.

**2.0 Boneyard Access.** The Contractor will not be allowed to setup a boneyard to store their equipment north of the levee located south of Riverlands Way. In addition, if equipment is stored in the median between Northbound and Southbound US Route 67, the Contractor shall place equipment 30 feet from the edge of pavement along Southbound US Route 67 and 30 feet from the toe of slope from Northbound US Route 67 unless it is shielded by temporary barrier.

**3.0 Equipment.** The contractor is to maintain all construction equipment in good working order and mufflers will be required to help reduce construction noise impacts.

**4.0 Basis of Payment.** No additional pay shall be made to the Contractor to comply with this provision.

X. 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.

Y. Tree Trimming and Stump Retention

**1.0 Description.** This work shall consist of trimming, cutting, and removing trees and vegetation as shown on the plans or as directed by the Engineer. Tree removal shall be performed in a manner that maintains roadway safety, minimizes impacts to adjacent property, and preserves slope stability until grading operations are completed.

**2.0 Construction Requirements.** The contractor shall trim and remove trees to the extent necessary to provide clearance for construction activities, sight distance, and traffic control operations. Trees shall be felled and removed in accordance with Sec 201 of the Missouri Standard Specifications for Highway Construction, except as modified herein.

**2.1** The contractor shall cut trees located in the median flush with the ground or as otherwise directed by the Engineer, leaving the stumps in place to maintain slope stability. Said stumps can be removed just prior to grading the existing slopes.

**3.0 Disposal.** All trimmed branches, brush, and debris shall be immediately removed from MoDOT right-of-way and disposed of by the Contractor. No burning of debris will be permitted within MoDOT right-of-way.

**4.0 Method of Measurement.** This work shall not be measured separately for payment.

**5.0 Basis of Payment.** Payment for all work required under this provision, including furnishing all labor, equipment, and materials necessary for trimming, removal, and disposal, will be considered completely covered by the contract unit bid price for line item “201-30.00, *Clearing and Grubbing, per Acre.*”

Z. Tree Removal Near Utilities

**1.0 Description.** This provision addresses the removal of tree stumps located in close proximity to active underground pipelines and utilities. The contractor shall exercise extreme caution and implement specific procedures to prevent damage to these critical facilities.

**2.0 Construction Requirements.** Prior to commencing any stump removal operations, the contractor shall positively identify and verify the exact horizontal and vertical location of all active pipelines and utilities in the vicinity of the stumps to be removed. This shall be accomplished through calling 811 (Missouri One Call System).

**2.1 Removals Methods.** When removing stumps in close proximity of utilities, the contractor shall utilize methods that minimize vibrations and ground disturbance. Grinding the stump in place is the preferred method if feasible and if it does not compromise the integrity of the utility. If excavation is necessary, it shall be conducted incrementally and with constant vigilance by the utility.

**2.2 Emergency Procedure.** The contractor shall have a clear and immediate emergency response plan in place in the event of a utility strike or suspected damage. This plan shall include:

- \* Immediately stopping all work
- \* Evacuating personnel from the immediate area
- \* Notifying the utility owner and the Engineer immediately
- \* Preventing ignition sources
- \* Notifying emergency services

**2.3 Contractor Responsibility.** The contractor shall be solely responsible for any damage to utility lines resulting from their operation, including all costs associated with repair, restoration, and any associated fines or liabilities.

**2.4 Additional Requirements.** The contractor shall adhere to all requirements set forth in this JSP unless the owner of a particular Utility has their own conflicting or superseding requirements, in which case, the contractor shall refer to the JSP written for that utility. In such cases, the utility company's requirements shall take precedence. The contractor is responsible for identifying and complying with all applicable utility specifications, standards, and procedures.

**3.0 Method of Measurement.** This work will not be measured separately for payment.

**4.0 Basis of Payment.** Payment for all work required under this provision, including furnishing all labor, equipment, and materials necessary for utility location, special excavation methods,

protection of utilities, and emergency preparedness, will be considered incidental to pay item "201-30.00, *Clearing and Grubbing, per acre*".

AA. No Open Burning NJSP 21-05

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

BB. Signal Removal Process

**1.0 Description.** This work shall consist of removing the existing permanent and temporary traffic signals the intersection of Route 94/Richard Drive and US Route 67 as shown on the plans, in accordance with this provision and as directed by the Engineer.

**2.0 Requirements.** The traffic signals shall remain in place and operational until **30** days after both the northern J-turn and the left turn movement from northbound US Route 67 to St. Charles Street are completed and open to traffic. During the **30**-day period, the traffic signals shall be placed on flashing yellow operation. After the **30**-day period, the contractor may then begin removing all permanent and temporary traffic signal equipment, including poles, mast arms, controller assemblies, signal heads, wiring, foundations, and related appurtenances, unless otherwise noted in the plans.

**3.0 Coordination.** The contractor shall inform the Engineer and the District Traffic Engineer two weeks prior to the date the signal will be turned off.

**District Traffic Engineer**  
**Lisa Kuntz – (314)-453-1879**

**3.1** Changeable message signs shall be placed **seven** days prior to the flashing period to alert the public of the change. The locations of the changeable message signs will be determined by the Engineer.

**4.0 Method of Measurement.** Removal of traffic signal items making up the existing signal, excluding items installed as part of the temporary signal, will be denoted in the removal of improvements in the Quantity Sheets.

**5.0 Basis of Payment.** No direct payment will be made for the temporary flashing yellow operation, which shall be considered incidental to traffic signal removal. Payment for the existing traffic signal removal will be made at the contract unit price for line item "202-20.10, *Removal of Improvements, per Lump Sum*". Payment for removing the existing temporary signal shall be covered under that pay item per JSP – Temporary Span Wire Signals.

**CC. Alternates for Pavements JSP-96-04G**

**1.0 Description.** This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete, constructed on a prepared subgrade in accordance with the



standard specifications and in conformity with the lines, grades, thickness and typical cross sections shown on the plans or established by the engineer.

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

## **2.0 Mainline Pavements**

**2.0.1** A sum of \$\_\_492,000\_\_ will be added by the Commission to the total bid using an asphalt alternate for **Alternate Pavement A – Mainline and J-turns** pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

### **2.1 A2 Shoulders**

**2.1.1** A sum of \$\_\_110,700\_\_ will be added by the Commission to the total bid using an asphalt A2 Shoulder alternate for **Alternate Pavement C – A2 Shoulder** pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.

**2.2** The quantities shown for each alternate reflect the total square yards of pavement surface designated for alternate pavement types as computed and shown on the plans. No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

**2.3** The grading shown on the plans was designed for the **thinner concrete** pavement alternate.

**2.4** Pavement alternates composed of Portland cement concrete shall have contrast pavements for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall comply with Sec 620. No additional payment will be for the contrast pavement markings.

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

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

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

**4.2** For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for alternate pavements.

DD. 10.5 Inches, Asphaltic Concrete Pavement

**1.0 Description.** This work shall consist of constructing the asphaltic concrete pavement alternate to a thickness of 10.5 inches, placed in lifts as shown on the plans or as directed by the Engineer.

**2.0 Material.** Materials shall be in accordance with Division 1000, "Materials Details." The type of asphaltic concrete mixture used shall be as specified in the plans.

**3.0 Construction Requirements.** Construction of asphaltic concrete mixture shall be in accordance with Sec 403 of the Missouri Standard Specifications for Highway Construction, except as herein modified. The pavement shall be placed in multiple lifts to achieve the specified total thickness of 10.5 inches. Lift thickness shall conform to the requirements of Section 403.

**4.0 Method of Measurement.** The quantities of asphalt concrete pavement will be measured in accordance with Section 403. The quantities will be measured to nearest 1/10<sup>th</sup> square yard.

**5.0 Basis of Payment.** Payment for the installation of 10.5 inch, asphaltic concrete pavement, including all materials, equipment, labor and all necessary work shall be completely covered by the contract unit price paid for by the line item ***"403-99.05, 10 ½ Inches, Asphaltic Concrete Pavement, per Square Yard."***

EE. Non-Tracking Tack JSP-24-02A

**1.0 Description.** This work requires application of tack in accordance with Sec 407 and prevention of tack loss from the surface as specified herein. Tack loss prevention shall be accomplished with successful usage of a MoDOT-approved non-tracking tack, or other acceptable non-tracking means, as approved by the engineer.

**2.0 MoDOT-Approved Non-Tracking Tack.** A list of MoDOT-approved non-tracking tack products is available at MoDOT.org under the Materials Qualified List. Upon request from the contractor, the MoDOT Division of Construction & Materials will consider allowance of other non-tracking products. To be approved, the contractor must successfully demonstrate that the proposed product meets the non-tracking requirements specified in section 3.0. The location of a contractor demonstration will only be allowed in areas approved by the engineer. The engineer will make final determination of product acceptance based on observation of the results of the contractor's demonstration.

**2.1** Products on the Qualified List have demonstrated successful non-tracking performance on previous projects; however, the Commission does not endorse nor guarantee success of any of the listed products. Success is dependent on the contractor choosing a product that can achieve the desired results while also taking into consideration all factors, including, but not limited to, cure time, weather conditions, surface prep, surface type, material properties, and adherence to manufacturer's instructions. The contractor is responsible for monitoring adherence of the tack to the pavement surface and shall cease operations when tack first begins to show signs of not meeting the requirements of Section 3.0. Corrective action shall be made prior to resuming tacking operations.

**3.0 Non-Tracking Requirements.** Non-tracking tack shall remain adhered to the pavement surface when exposed to any wheeled or tracked vehicles. The tack shall not track off the surface within 30 minutes of being applied, and shall not stick to the tires, tracks or other parts of paving equipment or vehicles such that the underlying surface becomes visible or void of tack prior to the placement of the hot mix asphalt. The tack shall not track onto any adjacent lanes, pavement markings, driveways, sideroads, etc.

**3.1** The contractor shall be responsible for cleaning all tracked tack from adjacent lanes, driveways, sideroads, etc., and shall replace all pavement markings that become coated with tracked tack. This cleaning and replacement requirement applies to both approved and proposed non-tracking products.

**4.0 Basis of Payment.** Measurement and payment shall be in accordance with Sec 407. The accepted quantity of non-tracking tack coat will be paid for per gallon at the contract unit price for 407-10.07 Tack Coat – Low Tracking Tack, per gallon. No additional payment will be made for the cost to demonstrate proposed products, for cleaning surfaces due to tracking of tack, or for replacement of pavement marking damaged by tracked tack.

FF. Asphalt Coldmilling/Paving Requirements

**1.0 Description.** Asphalt coldmilling / paving requirement for the project shall include the following.

**2.0 Construction Requirements.** Asphalt coldmilled pavement areas shall be filled with the corresponding asphaltic concrete mixture during the same work shift.

**2.1** The contractor shall provide a material transfer vehicle during asphalt paving operations to ensure a consistent temperature of the asphalt throughout paving and to prevent segregation of the mix in order to produce an uniform final product.

**3.0 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.

GG. Optional Pavements for Temporary Bypasses JSP 06-06H

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

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

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

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

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

- Temporary Bypass (Mainline)
  - 8" of Pavement
  - 6" of Aggregate Base
- Temporary Bypass (Type A2 Shoulders)
  - 5.75" of Pavement
  - 8.25" of Aggregate Base

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

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

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

**4.0 Basis of Payment.** The accepted quantity of the chosen option will be paid for at the contract unit bid price for Item 403-99.05, **Optional Pavement – Temporary Bypass**, per square yard.

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

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

#### HH. Contractor Quality Control NJSP-15-42

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

#### **2.0 Quality Control Plan.**

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.

- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website ([www.modot.org/quality](http://www.modot.org/quality)).

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

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

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

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

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

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

#### **4.0 Work Planning and Scheduling.**

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

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

**4.3 Pre-Activity Meeting.** A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety

precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

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

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

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

## II. Coordination with MoDOT Signal Shop for Cabinet Entry

**1.0 Description.** Commission-furnished color-coded pad locks have been placed on all of MoDOT's signal cabinets in addition to the key used to unlock the door handle. To gain access to the appropriate cabinets during the project all contractors shall coordinate with MoDOT's signal shop to obtain the proper keys and locks.

**1.0.1 Keys & Locks.** Red locks and keys are provided when a contractor has modified the signal cabinet and MoDOT staff shall not have access to the cabinet until it is accepted for maintenance. The blue keys are provided for entry into the cabinet where MoDOT's Signal Shop group deems the access to be minor in nature (entry to the cabinet to make a simple network switch connection, for example).

**1.0.2 Completion of Project.** At the completion of the project all keys and pad locks distributed to contractor during the project shall be returned to the Signal Shop supervisor or their representative and keys shall not be reproduced.

**2.0 Contact.** Initial contact must be made at least seven calendar days before work begins, preferably when the project has the notice to proceed or during the pre-construction meeting, if

applicable. MoDOT's Signal Shop supervisors shall be notified prior to work beginning. Contact the signal shop via email at [sltrs@modot.mo.gov](mailto:sltrs@modot.mo.gov) to coordinate which padlocks are to be used.

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

JJ. Top Mount Luminaire

**1.0 Description.** This work shall consist of furnishing and installing LED-B and LED-C Top Mounted Luminaires as indicated in the plans.

**2.0 Construction Requirements.** Luminaires shall be vertical top mount type (pole top mount) with a slip-fitter that accommodates a standard 2" top mount. Available types are listed on the MoDOT approved products list and must meet all MoDOT Specifications along with additional requirements noted in the additional sections below. The contractor shall coordinate the pole top mount size with the luminaire mount to ensure compatibility. All luminaires for this project shall allow for a tilt angle to be adjusted in the field dependent upon the placement of the pole. All necessary mounting brackets and hardware shall be included in the payment for the luminaire.

**2.1** LED luminaires shall not be equipped with a Photo Control Receptacle.

**2.2** LED Luminaires shall have a terminal block for easy installation of a two wire Line/neutral circuit (no wire nuts for termination of field/luminaire circuit).

**2.3** LED luminaires shall have an easy access point for future repairs to the driver.

**2.4** LED luminaires shall have pole adaptors which are capable of feeding wires through without disassembling the knuckle.

**3.0 Basis of Payment.** Payment for furnishing and installing top mounted luminaries shall include all materials, equipment, tools, labor, and work incidental thereto, and shall be considered completely covered by the contract unit price for:

**3.0 Basis of Payment.** Payment for furnishing and installing top mounted luminaries shall include all materials, equipment, tools, labor, and work incidental thereto, and shall be completely covered by the contract unit price for:

Item Number	Item Name	Units
901-99.02	170W Top Mounted LED-B Luminaire	Each

KK. Top Mount Light Pole

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

**2.0 Construction Requirements.** Top mount poles shall conform to the Type AT lighting poles and shall be fabricated with a circumferentially welded top mount and top plate to accept top mounted luminaries. The top mount shall extend 4" above the top of the pole and meet AASHTO loading requirements for the luminaires provided. The top mount shall be made of the same material as the pole shaft, be constructed as a one-piece pole and top mount unit by the

manufacturer and have an outside diameter that accepts the appropriate luminaire slip-fitter. Pole and top mount shall conform to all MoDOT specifications and material requirements. Bridge mounted poles shall be constructed to match the existing bolt pattern.

**3.0 Basis of Payment.** Payment for furnishing and installing top mount poles shall include all excavation, materials, equipment, tools, labor, and work incidental thereto, and shall be completely covered by the contract unit price for:

Item Number	Item Name	Units
901-99.02	45 ft. Top Mount Light Pole	Each

LL. Pad Mounted Power Supply – ITS Only

**1.0 Description.** This work shall consist of furnishing and install a 120/240 Volt base mounted power supply assembly. The control stations shall be a multi-circuit type. Available power supplies are listed in the lighting section of the MoDOT approved products list under Pad Mounted Lighting Controllers/Meter Service Pedestal. Base mounted power supply shall be installed in accordance with the plans and by direction of the Engineer. Circuit breakers shall conform to Sec 1091 and be of the ratings shown in the plans.

**2.0 Basis of Payment.** Payment for furnishing and installing base mounted power supply shall include all excavation, materials, equipment, tools, labor, and work incidental thereto, and shall be considered to be completely covered by the contract unit price for: **910-99.02, 120/240V Pad Mounted Power Supply – ITS Only, per Each.**

MM. Combination Pad Mounted 240/480 Volt Power Supply and Lighting Control Station

**1.0 Description.** This work shall consist of furnishing and installing a 240/480 volt combination base mounted power supply and lighting controller as indicated in the plans. The control stations shall be a multi-circuit type. Available lighting controllers are listed in the lighting section of the MoDOT approved products list under Meter Service Pedestal. Combination base mounted power supply and controllers shall be installed in accordance with the plans and by direction of the engineer. Circuit breakers shall conform to Sec 1091 and be of the ratings shown in the plans.

**1.1** Cold sequence metering is required with 480 volt power supplies.

**2.0 Basis of Payment.** Payment for furnishing and installing combination base mounted power supply and lighting controller shall include all excavation, materials, equipment, tools, labor, and work incidental thereto, and shall be considered to be completely covered by the contract unit price per each as indicated in the plans. No direct pay will be made for cable, rigid steel conduit, and installation thereof necessary for connection of the combination base mounted power supply and controller to the power source.

Item Number	Item Name	Units
901-99.02	Combination Pad Mounted 240V/480V Power Supply and Lighting Controller	901-99.02



NN. 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 below schedule:

Commission Traffic Signals to be Maintained by the Contractor:

Route US 67 and Route 94/Richard Drive

**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 below schedule:

MoDOT Traffic Signal Controller Programs to be Administered by the Contractor:

Route US 67 and Route 94/Richard Drive

**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.

**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:

- (a) Proposed Timing Plan changes and any models
- (b) Anticipated locations of concern
- (c) 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.
- (d) 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.

**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 beginning work.

#### **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 Commission's 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.

**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:

- a. Intersection Impact
- b. Construction Stage Traffic Switch
- c. Response to Customer Concern
- d. New Intersection Turn-On (along with any subsequent revisions)
- e. Final completion of improvements
- f. 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.

- (a) Power Meter 1 – Away from power meter with meter centered
- (b) Power Meter 2 – Close up with power meter number
- (c) Cabinet 1 – Away with cabinet centered and door closed
- (d) Cabinet 2 – Close up of entire cabinet with door opened
- (e) Cabinet 3 – Close up of center cabinet interior
- (f) Cabinet 4 – Close up of left cabinet interior
- (g) Cabinet 5 – Close up of right cabinet interior
- (h) Cabinet 6 – Close up of back panel
- (i) Cabinet 7 – Close up of switch

(j) 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 contractor'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
- 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.	Type	Description
902-99.01	Lump Sum	Traffic Signal Maintenance & Programming

OO. Temporary Lighting

**1.0 Description.** This work shall consist of installing temporary lighting to temporarily illuminate the temporary bypass from US Route 67 to St. Charles St. during the re-construction of southbound US Route 67. Upon completion of roadway construction and the removal of the temporary bypass, the temporary lighting shall be removed. All work and materials shall be in accordance with the Missouri Standard Specifications for Highway Construction, the plans, and as directed by the Engineer.

**2.0 Construction Requirements.**

**2.1 Installation and Operation.** The Contractor will be allowed to either provide and install temporary lighting or install semi-permanent lighting in locations designated in the plans or as directed by the Engineer to provide adequate illumination for the temporary bypass during construction. The lighting components shall meet all MoDOT specifications and standards for permanent roadway lighting, including materials, wiring, pole installation, foundations, luminaires, and performance. Included in the plans are estimated quantities for wiring if the circuit at St. Charles St. is constructed to include the temporary lighting of the bypass from that new permanent controller. The new permanent lighting controller may not be able to be constructed due to grading at St. Charles St., which will come after the removal of the temporary bypass. The Contractor may need to provide a temporary lighting controller and that temporary controller will be included in the cost of the temporary lighting on the project.

**2.1.1** The lighting shall be operational prior to traffic being diverted to the temporary bypass and shall remain in operation for the duration of the bypass use.

**2.2 Removal and Disposal.** Once the bypass is no longer in use, the temporary lighting shall be removed in its entirety. Removal includes poles, luminaires, foundations, and all associated appurtenances unless otherwise directed by the Engineer.

**2.2.2** All disturbed areas shall be restored in accordance with Section 203 and Section 802 of the Missouri Standard and Specifications of Highway Construction.

**3.0 Temporary Lighting Prior to Opening the J-turns.** The Contractor will also need to provide temporary lighting for both J-turns if permanent lighting has not yet been installed prior to opening of either J-turn.

**4.0 Basis of Payment.** All work for furnishing, installing and removing the temporary lighting at any location necessary on the plans including all labor, material, equipment shall be completely covered by the following pay item:

Pay Item Number	Description	Unit
901-94.00	Temporary Lighting	Lump Sum

PP. Opening J-Turns to Traffic

**1.0 Description.** The J-turns shall not be opened to traffic until all required pavement markings, signing, and lighting are in place and operational. The contractor may elect to use temporary signing and lighting, at their own expense, provided the devices meet all applicable standards and are approved by the Engineer.

The contractor shall notify and coordinate with the Engineer at least seven (7) calendar days prior to the proposed opening of either J-turn. This is to allow the Engineer and/or MoDOT Traffic personnel to conduct a drive-through inspection of the completed J-turn to verify that all traffic control elements are in place and functioning properly.

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

QQ. Temporary Span Wire Signals

**1.0 Description.** This work shall consist of maintaining the operation of the existing traffic signals at the intersection of US Route 67 and Route 94/Richard Drive and supplementing that existing setup as necessary with the following items:

Adding Signal Heads

Adding Signs

Installing New Span Wire between Existing Signal Poles

Covering Signal Heads

**2.0 Construction Requirements.** Work shall be in accordance with Sec 902 and the manufacturer's recommendations regarding any installed temporary signals.

**2.1** The contractor may use portable traffic signal units with lights to comply with this provision.

**3.0 Basis of Payment.** Payment for temporary traffic signals, regardless the number of temporary signal poles or portable units used at a given intersection, shall be considered

completely covered by the contract unit price for Item Number 902-94.01, "Temporary Traffic Signals and Lighting," per lump sum as indicated in the plans. This pay item pertains to the entire US Route 67 intersection at both the Route 94 and Richard Drive intersections. There will be no additional payment for removal of any temporary equipment installed as part of the setup for the temporary span wire signals. Removal of the existing signal and lighting equipment shall be included as listed within the Removal of Improvements.

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

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

**2.0 Disassembly and Delivery.**

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

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

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

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

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

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

SS. Coordination with ITS Staff and Utility Locates

**1.0 Description.** Any work that will impact the existing communications network must be coordinated with the Commission's St. Louis District ITS staff. This includes but not limited to removal and replacement of any existing communications equipment, adding new devices and changes to power sources or disconnects. Minor modifications to the existing communications network can have significant impacts on the system and operation of other ITS and traffic signal systems.



**1.1** MoDOT is a member of MO-One-Call System. Prior to any excavation or work within MoDOT Right-Of-way, the contractor must contact MO-One Call at 1-800-DIG-RITE and request for Utility Locates within noted project limits. If the scope of work contains modification, addition and/or expansion of existing underground MoDOT ITS, lighting, or signal facilities, the contractor must notify the MoDOT Utilities Locate staff prior to any work, in order for MoDOT to update MoDOT utility location records with Missouri One Call.

**2.0 Contact.** The contractor shall notify the ITS group via an email to [SLITS@modot.mo.gov](mailto:SLITS@modot.mo.gov) at least 2 days before any work that may impact the existing network communications. The contractor shall include the Job#, location and brief scope of work in the email's subject line. The engineer shall be notified prior to making contact with ITS staff. For MoDOT Utility location updates, the contractor must contact MoDOT TMC at 314-275-1500 and ask for Utility Locate Section at least seven calendar days before performing any work.

**3.0** The ITS and network devices located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the downtime be kept to a minimum when adding, removing, or modifying any existing ITS and network devices. This may require the contractor to perform work that will affect existing network devices during nighttime and/or weekend hours, at the discretion of the Engineer. Allowable timeframes for this work will be subject to the need for ITS devices in the area to be used to manage other traffic impacting work zones.

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

TT. Thermoplastic Pavement Markings

**1.0 Description.** This work shall consist of installing a minimum of 1.5 inch black outside contrast border surrounding any pavement marking arrow installed on existing or proposed concrete pavement.

**2.0 Basis of Payment.** Payment for installing the 1.5 inch black outside contrast border shall be included in the cost of the pavement marking arrow included in the plans.

UU. Special Line Pavement Markings

**1.0 Description.** This work shall consist of installing special line pavement markings on the project, including 4-inch White Class 2 Pavement Marking Paint, 25-Mil, Type L Beads and 6-inch black temporary pavement marking paint. The Contractor may substitute 6" white paint per the item specified in the plans instead of using the 4-inch white paint.

**2.0 Materials.** The Contractor shall follow Sections 620.20.2.6 and Section 620.30 of the Standard Specifications for installation and material requirements of the 4-inch White Class 2 Pavement Marking Paint, 25-Mil, Type L Beads. The Contractor shall follow Sections 620.20.2.5 and 620.30 of the Standard Specifications for installation and material requirements of the 6-inch black temporary pavement marking paint.

**3.0 Method of Measurement.** Final measurement of the special line pavement markings 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.** Payment for installing the special pavement markings shall be completely covered by the following pay items, including all material, labor, equipment to install the special line markings as shown in the plans.

Item No.	Unit	Description
620-99.03	Linear Feet	4 IN. White Class 2 Pavement Marking Paint, 25-Mil, Type L Beads
620-99.03	Linear Feet	6 IN. Black Temporary Pavement Marking Paint

VV. Optional Temporary Pavement Marking Paint (Modified)

**1.0 Description.** This provision provides the contractor with the option to either complete all Permanent Pavement Marking Paint (PPMP) prior to the time limits specified herein or to apply Temporary Pavement Marking Paint (TPMP) in accordance with Sec 620.10.2 (4 in. width) in all locations shown on the plans as PPMP and delay application of the PPMP until the following spring in which new pavement has been constructed or existing pavement overlaid, as allowed herein. PPMP is defined as Class 1 Pavement Marking Paint and Class 2 Pavement Marking Paint and does not include Sec 620.20.3 Durable Pavement Markings. This provision applies to only Spring of 2027 and 2028, not 2029.

**1.1** No application of PPMP shall occur between October 1 and March 1, both dates inclusive, except as stated herein. When the contractor has begun application of PPMP prior to October 1, and weather limitations stated in Sec 620.20.2.4 can be met, the contractor may complete the PPMP within the first seven (7) calendar days of October. If all (100%) of the PPMP is not completed on or before October 7, all previously applied PPMP, including any painted markings applied prior to October 1, shall be considered TPMP, and the contractor shall complete the remaining marking with TPMP, and then re-apply PPMP in all planned locations after March 1. All PPMP shall be completed prior to **August 25, 2028**. No additional payment will be made for PPMP that is later determined to be TPMP due to the contractor's failure to complete the PPMP within the time specified.

**1.2 Use of TPMP Prior to October 1.** The contractor has the option to apply TPMP in lieu of PPMP prior to October 1, even when there is sufficient time to complete the PPMP prior to October 1. For example, the contractor may choose to use TPMP as a base coat for the PPMP on open-graded surfaces in order to achieve higher retroreflectivity readings on the surface coat as compared to a single application.

**1.2.1** The contractor has the option of using TPMP in lieu of Temporary Raised Pavement Markers if applied each day that existing markings are obliterated.

**2.0 Construction Requirements.** TPMP shall be accurately placed in the final planned location and shall be completely covered by the final application of PPMP. Any failure to comply with this requirement shall be corrected by removal of the misplaced pavement markings at the contractor's expense and without marring of the pavement surface.

**2.1** Prior to application of the PPMP on TPMP, TPMP shall be fully cured in accordance with the manufacturer's recommendation, or for a period of 12 hours, whichever is greater.

**3.0 Weather Limitations.** All weather limitations specified in Sec 620 for PPMP and TPMP shall apply. Cold Weather Pavement Marking Paint, in accordance with Sec 620.10.6, shall be used for TPMP when specified weather limitations do not allow the use of waterborne paint. No additional payment will be made for the use of Cold Weather Pavement Marking Paint as TPMP. Cold Weather Pavement Marking Paint is not an allowable substitute for PPMP and shall subsequently be covered with PPMP.

**4.0 Time Exception.** If application of PPMP is to be delayed to the spring of 2028, the contractor shall submit a request to the engineer for a time exception and shall provide a revised work schedule that shows the planned completion of the PPMP.

**4.1** Upon receipt of the time exception request in Section 4.0, the engineer will list "Application of Permanent Pavement Marking Paint" as an exception on the Semi-Final Inspection form, thus granting an exception to the count of contract time solely for the purpose of delaying application of PPMP. This time exception shall not apply to any time needed to complete any other work items. Liquidated Damages, as specified elsewhere in this contract, shall remain in effect for all other work items not completed by the contract time limits, as specified elsewhere in this contract, and for PPMP not completed by **August 25, 2028**.

**5.0 Method of Measurement.** No final measurement will be made for TPMP.

**6.0 Basis of Payment.** Full payment for TPMP will be made at the contract lump sum price even when PPMP is completed prior to the time limitation and TPMP is not used or only partially used.

**6.2** If a \$0 bid is entered for TPMP, no payment will be made should TPMP become necessary.

Item Number	Description	Unit
6209901	TEMPORARY PAVEMENT MARKING PAINT	LS

WW. 18-Inch Island Tubular Marker

**1.0 Description.** Tubular markers shall be mounted on raised islands at the locations indicated in the plans.

**2.0 Requirements.** Island tubular markers shall have a height 18-inches as noted on plans, 2 reflective bands with super high intensity prismatic sheeting in accordance to Sec 1042 and be constructed from thermoplastic polyurethane. Color of the island tubular marker and reflective bands shall match the pavement marking in which it is placed. Post shall be in the shape of a "T" with a width of 3 inches and depth of 2 inches. Post shall be capable of recovering from repeated vehicle impacts. Post shall insert and be secured into the plastic base with horizontal locking pins. When the post is no longer serviceable, it shall be able to be removed and a new post can be manually inserted and locked into the existing base.

**3.0 Construction Requirements.** Shall be surface mounted on the radius points of the island noses. The roadway shall be cleaned of dirt and gravel before installation. Island tubular markers shall be mounted using proper sized anchor bolts according to manufacturer's instructions.

**4.0 Method of Measurement.** Measurement for installation of tubular marker with base will be made per each.

**5.0 Basis of Payment.** All labor, equipment and materials necessary to install these markers will be paid for under:

Item Number	Type	Description
620-99.02	Each	18 IN. White Island Tubular Marker

XX. Curb Reflectors

**1.0 Description.** This work consists of furnishing, transporting, and installing curb reflectors of the type and spacing specified in the roadway plans. All work shall comply with 620 of Missouri Standard Specification Book for Highway Construction, performed to the satisfaction of the engineer and/or City, and include cost of equipment, labor, materials, and time required to complete the work.

**1.1 General.** The surface of the curb to which the reflector shall be applied shall be free of dirt, curing compound, moisture, paint, or any other material which would adversely affect the bond of the adhesive. Cleaning of the surface shall be to the satisfaction of the Engineer. An adhesive meeting the reflector manufacturer's specification shall be placed either on the surface or the bottom of the reflector in sufficient quantity to ensure complete coverage of the contact area with no voids present and with a slight excess after the reflector is pressed firmly in place. The installed height of the prismatic curb reflectors shall be a maximum  $\frac{3}{4}$  inch above the mounting surface. The unit shall have one reflective surface that is placed approximately perpendicular to the mounting surface.

**2.0 Basis of Payment.** This work shall be paid for at the contract unit price for the Item Number 620-99.02, Curb Reflector, per each.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ZZ. Temporary Long-Term Rumble Strips JSP-13-04C**

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

**2.0 Material.**

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

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

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

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

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

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

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

**5.0 Basis of Payment.** The accepted quantity of Temporary Long-Term Rumble Strips sets will be paid for at the contract unit price for 616-20.02, Temporary Long-Term Rumble Strips, per each set. The long-term rumble strips unit bid price shall include the cost of all labor, equipment and materials to install, maintain, and remove the rumble strips.

AAA. Tubular Marker Replacements used for Traffic Control Purposes

**1.0 Description.** As shown in Stages 2 through 5 within the traffic control plan sheets, tubular markers will be used to separate directions of travel when all vehicles are located on Northbound US Route 67. The Contractor shall remove and replace any damaged or missing tubular markers at least every 4 weeks for the duration of the project or as requested by the Engineer. This work shall take place at night during non-peak travel hours using a mobile operation as indicated by JSP – Workzone Traffic Management. No additional mobilization will be paid to the Contractor to comply with this provision, beyond the pay item setup in the contract for tubular markers.

**1.1 Additional Quantity.** Included in the plans are additional quantities of tubular markers due to potential damage caused by the traveling public. MoDOT will pay up to double the total quantity needed on the project while the Contractor will take care of any additional replacements needed during the duration of the project. The pay item quantity included in the plans does include that additional double quantity. If MoDOT plows during winter operations take out a significant length of tubular markers when clearing snow/ice as determined by the Engineer, MoDOT will pay for additional tubular markers to be installed by the Contractor.

BBB. Coordination with Other Projects

**1.0 Description.** The contractor shall coordinate traffic management between the following projects within the same project limits:

MoDOT Job Number JSL0107 (Missouri River Bridge Rehab in 2027)

MoDOT Job Number JSL0246 (Tree Clearing prior to beginning J6P3636)

City of West Alton – Potential Reconstruction and Profile Adjustment of Red School Road

Private Developer Projects between Cinder Road and Red School Road

**1.1** This list of projects is not all inclusive. The contractor shall be aware that there may be other projects including, but not limited to, utility, St. Charles County, 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.

**2.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

CCC. Shaping Slopes Class III (Modified Material Requirements) NJSP-20-03B

**Delete Sec 215.1.3 and 215.1.3.1 and substitute the following:**

**215.1.3** Shaping Slopes, Class III, shall consist of providing rock fill material and shaping slopes to construct additional shoulder width for the installation of guardrail and Type A crashworthy end terminals in accordance with Missouri Standard Plans for Highway Construction. The rock fill

material used shall meet the requirements specified in Sec 215.1.3.1. The shoulder surface shall be finished smooth such that it is traversable and without significant voids or depressions.

**215.1.3.1 Material Requirements.** Rock fill material used for Shaping Slopes, Class III, shall consist of a durable crushed stone, shot rock or broken concrete, with a predominant size of 3 inches and a maximum size of 6 inches. Acceptance by the engineer will be made by visual inspection.

**215.4 Basis of Payment.** The accepted quantity will be paid at the contract unit bid price for 215-99.10 Misc. Shaping Slopes Class III – Modified Material Requirement, per 100F.

DDD. MGS Vertical Concrete Barrier Transition – Modified

**1.0 Description.** This work shall consist of connecting two concrete barriers using guardrail components, including two bridge anchor sections that have been modified. The connection shall be constructed in accordance with Standard Plan 606.60B (1 of 6), as modified to provide connection between two permanent Type C concrete traffic barriers, as shown in the plans.

**2.0 Material.** All materials shall be in accordance with Division 1000, Materials Details.

**3.0. Method of Measurement.** The accepted quantity will be measured to the each.

**4.0 Basis of Payment.** Payment for all labor, equipment, and materials necessary to complete this work shall be considered completely covered by the contract unit price for Pay Item No. ***“606-99.02, MGS Vertical Concrete Barrier Transition – Modified, per Each.”***

EEE. Jacked 48 Inch Class III Reinforced Concrete Pipe Culvert (Gasket Type)

**1.0 Description.** This work shall consist of furnishing and installing 48 inch, Class III, reinforced concrete pipe culvert (gasket type), by the jacking method in accordance with the provisions of Section 726 of the Missouri Standard Specifications for Highway Construction, except as herein modified.

**2.0 Method of Measurement.** Measurement will be made to the nearest linear foot along the pipe centerline.

**3.0 Basis of Payment.** Payment for the installation of Jacked 48 In. RCP, including all materials, equipment, labor and all necessary work shall be completely covered by the contract unit price paid for by the line item ***“726-99.03, Jacked 48 In. Class III Reinforced Concrete Pipe Culvert (Gasket Type), per Linear Foot.”***

FFF. Elliptical Concrete Pipe

**1.0 Description.** This work shall consist of furnishing and installing horizontal elliptical reinforced concrete pipe culvert, Class 3, laid upon a bed, and backfilled as specified on the plans or as directed by the engineer. This work shall be in accordance with Sec 726 and accompanying provisions except as modified herein.



**2.0 Material.** All material, unless specified otherwise in this specification, shall be in accordance with Division 1000, Material Details, and specifically as follows:

Section 1034, Reinforced Concrete Elliptical Culvert Pipe

**3.0 Construction Requirements.** The construction requirements shall conform to Sec 724.2 and 726.3.

**4.0 Method of Measurement.** The quantities will be paid for in accordance with Section 724.4

**5.0 Basis of Payment.** Section 724.5 is supplemented by the following.

The cost of all materials, labor and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item Number	Item Name	Units
726-99.03	18 In. x 12 In. Class IV Reinforced Concrete Elliptical Pipe	L.F.

GGG. Reinforced Concrete Elliptical Flared End Section

**1.0 Description.** This work shall consist of furnishing and installing precast horizontal concrete flared end sections of the size and shape shown on the plans or as specified by the engineer. This work shall be in accordance with Sec 732 and accompanying provisions except as modified herein.

**2.0 Material.** The materials shall be in accordance with Sec 732.2.

**3.0 Construction Requirements.** The construction requirements shall conform to Sec 732.3.

**4.0 Method of Measurement.** The quantities will be paid for in accordance with Section 732.4.

**5.0 Basis of Payment.** Section 732.5 is supplemented by the following.

The cost of all materials, labor and equipment necessary for the complete in place installation shall be included in the unit bid price for:

Item Number	Item Name	Units
732-99.02	18 In. x 12 In. Class IV Reinforced Concrete Elliptical Flared End Section	Each

HHH. Concrete Encasement of Pipes

**1.0 Description.** The contractor is advised that a portion of the existing elliptical pipes under SB US Route 67 shall be encased in concrete as shown in the details on the special sheet included within the plans. Concrete encasement complete in place, will be paid for at the contract unit

price for the following pay items and will be full compensation for all labor, equipment and material to complete the described work and shall also include all backfilling around the existing pipes:

Item Number	Item Name	Units
703-20.02	Class B Concrete (Misc.)	C.Y.

### III. Existing Pipes

**1.0 Description.** The contractor is advised that some pipes along the US Route 67 corridor will need to be cleaned out, as indicated in the plans, as they may be full of silt and debris. Payment for the pipe cleanout will be made per each with an estimated length of cleanout in linear feet noted in the plans. In addition, a pipe under SB US Route 67 at Station 137+69.01 could not be located but is expected to exist and will need to be cleaned out on this project. Locating this pipe in the field shall be included within the price of the cleanout as indicated above.

### JJJ. Missouri Logos Signs

**1.0 Description.** Special Supplemental Guide Signs, which show the motorist services and sites available on a crossroad at or near an interchange, are within the limits of the project. These signs may include Specific Service Signing (Logos), Tourist-Oriented Destination signs (TODS), traffic generator signs for privately owned and operated tourist-oriented activity sites, and signing for Colleges, State and Federal Agency sites, Welcome Center Affiliate sites and State Correctional Centers.

**1.1** These signs shall remain visible to and effective for the traveling public during all stages of construction.

**1.2** Any work involving the relocation (permanent or temporary), repair, replacement or legend modification required for these signs is the responsibility of Missouri Logos. The contractor shall be solely responsible for determining if the project will affect these signs due to contractor operations during construction of this project. The contractor shall be responsible for coordinating this work with them using the contact information below and providing full cooperation during this work.

**Roy Young – Missouri Logos**

Phone: (573) 893-6662 (Mon-Fri 8 am – 5 pm)

Email: [ryoung@interstatelogos.com](mailto:ryoung@interstatelogos.com)

**Missouri Logos, LLC**

4742-A Country Club Dr.

Jefferson City MO 65109

Email: [missourilogos@interstatelogos.com](mailto:missourilogos@interstatelogos.com)

Web: [missouri.interstatelogos.com](http://missouri.interstatelogos.com)

**2.0** Replacement costs of any business specific logo panels damaged by vandalism or natural forces are the responsibility of the specified business. Any Supplemental Guide Sign damaged because of the contractor's action shall be replaced at the contractor's expense.

**3.0 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 this provision.

KKK. Project Ground-breaking and Ribbon Cutting Ceremonies

**1.0 Description.** The Contractor is advised that there will be a ground-breaking at the beginning of this project and a ribbon cutting at the end of the project once most work is complete and the J-turns are open to traffic. The Contractor shall attend each of these short ceremonies and provide, in general, an area that is free of debris to showcase this project. The Engineer will inform the Contractor at least 1 week prior to each of these ceremonies. No additional pay shall be made to the Contractor to cover the cost of equipment, labor, or time required to fulfill this provision.

LLL. Winter Months Requirements JSP-15-07A

**1.0 Description.** This project contains work which spans the winter months.

**2.0 Work to be Completed.** When the contractor ceases operations for the winter months, any paving operation performed by the contractor shall not result in a lane height differential between adjacent lanes.

**3.0 Maintenance of Pavement Marking.** Prior to ceasing operations for winter months, a permanent or temporary stripe shall be provided on any completed length to the point that the original stripe was obliterated or obscured by the contractors' operation. Temporary striped areas shall be re-striped with the remaining route upon performance of the final striping.

**4.0 Winter Related Maintenance Activities.** The contractor shall have the project in a condition as not to interfere with the plowing of snow. The contractor shall also provide a taper at the end of his paving that will not be damaged by the plowing of snow.

**5.0 Basis of Payment.** There will be no direct pay for compliance with this provision.

MMM. Temporary Shoring

**1.0 Description.** The Contractor shall not use driven sheet pile as temporary shoring on this project given the numerous pipelines and utilities along the US Route 67. No direct payment shall be made to the Contractor to comply with this provision.

NNN. Wildlife Barrier

**1.0 Description.** This work shall consist of maintaining, repairing, and removing the existing temporary wildlife barrier installed under MoDOT Project JSL00246. The barrier is in place to deter wildlife from entering traffic within the construction zone. The contractor shall be responsible for ensuring the barrier remain upright, functional, and effective until head-to-head traffic is no longer needed and the temporary traffic barrier has been removed. At that time, the contractor shall remove and properly dispose of the wildlife barrier.

**2.0 Materials.** All materials required for repairs to the Wildlife Barrier shall conform to the requirements for "Silt Fence" as specified in Division 1000, *Materials*, of the Missouri Standard Specifications for Highway Construction. Replacement fabric or posts, when necessary, shall match the type used in standard silt fence applications.

**3.0 Construction Requirements.** The Wildlife Barrier shall be maintained in its existing location as shown on the plans or as directed by the Engineer. The contractor shall inspect the barrier regularly and promptly repair or replace damaged sections to ensure its continued function as a wildlife barrier. Any sections that are to be repaired or replaced shall be properly entrenched to prevent wildlife from burrowing underneath.

**3.1** The Wildlife Barrier shall remain in place until head-to-head traffic is no longer required and the associated temporary traffic barrier along Northbound US Route 67 has been removed. Upon completion of that phase of work, the contractor shall remove the Wildlife Barrier and dispose of it in accordance with Sec 202 of the Standard Specifications.

**4.0 Measurement.** Final measurement will not be made except for authorized changes during construction.

**5.0 Basis of Payment.** Payment for maintaining, repairing, and removing the Wildlife Barrier, including all labor, equipment, and incidental materials, will be considered completely covered by the following contract unit bid items:

Line Item No.	Unit	Description
202-20.10	Lump Sum	Removal of Improvements
806-10.16	Cubic Yards	Sediment Removal
806-10.19	Linear Feet	Silt Fence

000. Connecting the Existing CCTV Camera to the New Power Supply

**1.0 Description.** The contractor shall keep the existing CCTV camera in the median of US Route 67 at the Route 94/Richard Drive intersection in operation during all construction stages except for a brief period when connecting the new power supply to it. Connecting the existing CCTV camera to the new power supply and testing for proper operation shall be included with the new power supply pay item which is paid separately. Removal of the existing power supply and fiber optic cable and tracer-wire also are being paid separately.

**2.0 Construction Requirements.** As part of connecting new power for the CCTV Camera/ITS pole-mounted cabinet, the Contractor shall locate the existing conduit and shall install a new pull box over this conduit so that new power cable can be installed between the existing cabinet and the new 120V ITS power Supply.

**3.0 Basis of Payment.** Intercepting the conduit with a pull box, including all material, equipment, labor shall be completely covered by the following pay item:

Item No.	Type	Description
910-99.02	Each	Intercept Conduit with Pull Box

PPP. Removal of Existing Fiber Optic Cable

**1.0 Description.** This work shall consist of removal of the existing fiber cable and the tracer wire, if applicable, from existing conduit as shown on the plans.

**2.0 Construction Requirements.** The removal of existing fiber optic cables be completed as approved by the Engineer and shall conform to current Missouri Standard Specifications for Highway Construction.

2.1.1 Signal conduit, pull box, or other signal cable damage by construction activity shall be replaced by the contractor at the contractor's expense.

2.1.2 Existing, unused fiber optic cable and tracer wire shall be removed between existing CCTV Camera and Signal Cabinets on Route 67 at Route 94 which is approximately 300' as shown on the plans.

2.1.3 MoDOT's ITS Asset Management Tool (currently the Nexus system) shall be updated to indicate the removal and replacement of the fiber optic cable as shown on the plans.

2.1.4 See separate Job Special Provision for specific guidance regarding update to the MoDOT ITS Asset Management Tool.

2.1.5 The existing conduit containing the existing, unused fiber optic cable may be abandoned.

2.1.6 Any unused pull box, owned by MoDOT, within this project limits shall be removed and filled properly.

2.1.7 No direct pay shall be made for the removal of pull boxes to satisfy the requirement of this provisions.

2.1.8 The Contractor shall not disturb any pull box owned and maintained by other agencies within this project limits.

**2.0 Acceptance Testing.** The contractor shall demonstrate that all existing fiber has been removed and all original connection points at the upstream intersection are clean and free of obstruction. No direct payment will be made for this testing.

**3.0 Measurement and Payment.** All costs associated with this work shall be considered completely covered by the following pay item. Please see the above noted segments and the plans for details.

Item No.	Type	Description
910-99.01	Lump Sum	Removal of Existing Fiber Optic Cable

QQQ. ITS Asset Management Tool

**1.0 Description.** For all locations where any MoDOT and other agency's ITS (Intelligent Transportation System) components are modified or added, the contractor shall be responsible for populating and updating Commission's ITS and Signal Network Asset Management Tool

(currently NexusWorx) to reflect the final condition of the entire ITS system within the project limits as shown on the plans. Updating shall be performed by the Commission approved staff (currently the Byers Engineering; Doug Stanford at Doug.Stanford@BYERS.COM)

## **2.0 Construction Requirements.**

**2.1** The Contractor shall provide the final construction as-built plans and any relevant notes to the Commission approved contractor (currently the Byers Engineering) via an email and carbon copy the SL Construction staff and ITS group at [SLITS@modot.mo.gov](mailto:SLITS@modot.mo.gov) for input into the ITS Asset Management Tool. The relevant notes for each modified or new location shall aid in the understanding of the device configuration and location details. At a minimum, this will include providing the required latitude and longitude coordinates of each pull box, DMS, CCTV, node cabinet, conduit, cable, and fiber, along with any serial numbers and/or identification information for any new, relocated or otherwise changed by this project. The Contractor shall locate the conduit every 100 feet using a GPS locating device that is accurate to the nearest foot. The Contractor shall provide a GIS based map of the conduit route and a complete listing of all of map coordinates in an electronic format. Population of the ITS Asset Management Tool will be required for all new, relocated and modified devices improved under this contract.

**2.2** Other agency's ITS assets such as conduit, fiber cable, Cat-E cable, cabinet, pull box, etc. within MoDOT Right-Of-Way shall be highlighted including in a polygon in the ITS Asset Management Tool so it can be clearly identified for future references.

**2.3** The contractor shall furnish to Commission approved staff a copy of the final plans relevant to all of the ITS components in Visio and/or Microstation formats, if relevant.

**2.4** The contractor shall be provided one licensed read-only access login by Commission before work begins.

**2.5** A PDF and Visio format of all relevant fiber splicing drawings shall be provided to the Commission approved contractor for posting into the ITS Asset Management Tool's perspective ITS and Signal cabinets.

## **3.0 Acceptance.**

**3.1** All entries and updates shall be completely entered and available for use within 30 days from substantial completion of construction of the project.

**3.2** Commission staff shall verify population of the ITS Asset Management Tool within 10 working days, including accuracy and completeness of details for each component prior to acceptance and payment.

**4.0 Measurement and Payment.** Measurement and Payment for items covered by this specification include the population and correction of inaccuracies, in addition to all materials and equipment necessary complete the updates to the ITS Asset Management Tool which shall be coordinated and paid to the Commission approved staff (currently the Byers Engineering).

Item No.	Type	Description
910-99.01	Lump Sum	ITS Asset Management Tool

RRR. St. Charles County Warning Siren

**1.0 Description.** The Contractor shall be made aware that there is an existing St. Charles County Warning Siren on an existing wood pole along NB US Route 67 at the Richard Drive intersection. The Contractor shall use care when grading and working in this area. The estimated clearance between the new graded toe of slope and this wood post is 4 feet. If the Contractor damages the existing wood pole and/or the warning siren, the Contractor shall immediately inform both the Engineer and email the following:

ema@sccmo.org

**2.0 Relocation.** The Contractor shall also be made aware that St. Charles County may relocate the existing warning siren to a different location along NB US Route 67 but that any relocation would not likely happen until 2027. The Contractor shall coordinate with the Engineer and the St. Charles County Emergency Management Agency prior to beginning the removal of the existing signal at Route 94/Richard Drive and prior to final grading near Richard Drive.

**3.0 Basis of Payment.** The Contractor shall pay for any damages caused by his operations to the wood post and warning siren. No additional pay shall be made to the Contractor to comply with this provision.

SSS. Supplemental Revisions JSP-18-01KK

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

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

- Stormwater Compliance Requirements

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

**1.1 Definitions.** The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the “permitted site”, as

defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

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

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

**2.1 Duties of the WPCM:**

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

**3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point.** A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting



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

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

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

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

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

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

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

**106.9 Buy America Requirements.**

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

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

The contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both 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. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. 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** 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.

**106.9.1.2** “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.

**106.9.1.3** 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.

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

**106.9.1.3.2** 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.

**106.9.1.3.3** 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.

**106.9.1.4** 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.

**106.9.2 Buy America Requirements for Construction Materials other than iron or steel products.**

Construction materials mean articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

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

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

Manufactured products mean articles, materials or supplies that have been processed into a specific form and shape, or combined with other articles, materials or supplies to create a product with different properties than the individual articles, materials or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

**106.9.3.1** Produced in the United States, in the case of manufactured products, means:

- (A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and
- (B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or

manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

**106.9.3.2** (i) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

(ii) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

**106.9.4 Waiver for De Minimis Costs for Manufactured and Construction Materials other than iron or steel products.**

“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.

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

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

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

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

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

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

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

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

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

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

**3.5** Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative dynamic modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

**4.0 Method of Measurement.** There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

**5.0 Basis of Payment.** No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

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

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

- **Add Sec 102.7.9 to include the following:**

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

TTT. Ameren Relocation Work near St. Charles St.

**1.0 Description.** The Contractor shall be made aware that relocations of the overhead utility power poles and lines near St. Charles St. will likely require multiple stages, which could impact the Contractor's schedule. Stage 1 of this relocation could include setting poles within the temporary construction easement of Parcel #1 while Stage 2 of this relocation could include setting poles after removal of the temporary bypass and the construction of profile change along SB US Route 67 south of St. Charles St. Ameren's plan of adjustment is expected by the notice to proceed for this project. The Contractor shall work with Ameren as described in JSP – Utilities. No additional payment shall be made to the Contractor to comply with this provision. No additional time shall be granted to the Contractor for any delays created by this staged overhead utility relocations.