

Job No.: J9P3570

Route: 21

County: Iron

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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 <i>Jacob Capeder</i> JACOB CAPEDER - CIVIL MO-PE-2018021161	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J9P3570 IRON COUNTY, MO DATE PREPARED: 6/24/2025
	ADDENDUM DATE:

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

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02M

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2026 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-13-01E

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

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

Job No.: J9P3570

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Notice to Proceed: **November 23, 2026**

Contract Completion Date: **October 1, 2027**

2.1 Calendar Days. 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
J9P3570

Calendar Days
70

Daily Road User Cost
\$1,800

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with [Sec 108.8](#) in the amount of **\$750** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the specified contract completion date or calendar days.

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

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

2.5.1 Traffic Safety.

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

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

3.0 Work Hour Restrictions.

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

6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

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

4.0 Detours and Lane Closures.

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

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

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

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

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

Corbin Carlton, PE – Area Engineer
Southeast District
198 State Hwy. Y
Jackson, MO 63755

Telephone Number: 573-243-0899 (office)
573-258-0278 (mobile)
Email: Corbin.Carlton@modot.mo.gov

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

Missouri Highway Patrol [Troop E]: 573-840-9500	
Located in the City of Poplar Bluff	
Arcadia Fire: 573-546-3473	Pilot Knob Fire: 573-546-2313
Ironton Police: 573-546-7131	
Iron County Sheriff: 573-546-7051	

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

- 2.2** The contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with law enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

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

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

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

Jacob Capeder ,PE - Project Manager
Southeast District

3956 East Main St.
Willow Springs, MO 65793

Telephone Number: 417-469-6210 (office)
417-252-4520 (mobile)

Email: Jaocb.Capeder@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

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:

Seth Bollinger, PE – Resident Engineer
Southeast District
105 Industrial Drive
Park Hills, MO 63601

Telephone Number: 573-472-9037 (office)
573-258-0193 (mobile)

Email: Seth.Bollinger@modot.mo.gov

F. 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 Products.

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 ± 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.

G. Permanent Aggregate Edge Treatment NJSP-15-40B

1.0 Description. This work shall consist of furnishing and installing a permanent aggregate edge treatment along the edge of shoulder or pavement as shown on the plans or as directed by the engineer.

2.0 Construction Requirements. Aggregate shall be simultaneously deposited and spread on the sub-grade and shall not be deposited on the pavement or shoulder and bladed into place. Aggregate material shall be shaped according to the typical section and compacted until there is no visible evidence of further consolidation.

3.0 Material Requirements. Material used for the aggregate edge treatment shall be Type 1, 5, or 7 Aggregate in accordance with Sec 1007 or an allowable substitute approved by the engineer.

Bituminous cold millings meeting the gradation for Type 1, 5 or 7 Aggregate may be used in lieu of aggregate. Limestone screenings or other material with excessive fines will not be allowed. Material will be accepted based on certification in lieu of testing contingent upon satisfactory results being obtained in the field.

4.0 Measurement by Weight. Measurement of the aggregate edge treatment material shall be per ton and in accordance with Sec 310.5.3.

5.0 Basis of Payment. The accepted quantities of aggregate edge treatment will be paid for at the contract unit price for 304-99.10, Permanent Aggregate Edge Treatment, per ton and will be full compensation for all labor, equipment and material to complete the described work. No fuel adjustment will be made for Permanent Aggregate Edge Treatment.

H. Contractor Quality Control NJSP-15-42

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

2.0 Quality Control Plan.

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

I. Pavement Marking Log

1.0 Description. The contractor shall log the locations of existing pavement marking prior to any construction operations that may affect the existing pavement marking. The log shall contain all existing pavement marking and shall include center stripes, no passing stripes, lane lines, turn arrows, hash bars, cross walks, and stop bars. The contractor shall provide a copy of the existing pavement marking log to the engineer. The contractor shall place the new pavement marking at the same locations as the existing pavement marking, unless otherwise directed by the engineer or shown on the plans.

2.0 Basis of Payment. No direct payment will be made for logging of existing pavement marking.

J. Modified Shaping Slopes, Class III

1.0 Description. Modified Shaping Slopes, Class III shall consist of providing fill material and shaping slopes to construct additional shoulder width for the installation of guardrail and Type A crashworthy end terminals in accordance with the standard plans.

2.0 Material. The material used shall be a **3-inch minus aggregate**, or other granular material approved by the engineer. The material shall be similar to a quarry-run stone graded from course to fine with a minimum of voids. At least 20 percent of the material shall contain course stone 1.5 inches or larger. Acceptance of quality and size of material may be made by visual inspection. Any excess material shall be disposed of outside of the limits of the right of way.

3.0 Construction Requirements. Slope areas to be shaped by the addition of material shall be scarified to allow bonding with the added material. Density shall be obtained by reasonable compactive efforts consisting of no less than three passes with a roller or other methods approved by the engineer. The contractor will not be required to excavate any classified rock excavation under this item.

3.1 Benching of the existing slope may be necessary to provide stability to the additional shoulder width constructed by Modified Shaping Slopes, Class III. All costs for benching shall be included in the cost of Modified Shaping Slopes, Class III.

3.2 Modified Shaping Slopes, Class III will apply only to those sections that have been specifically designated as such on the plans.

4.0 Method of Measurement. Final measurement will not be made except where appreciable errors are found in the contract quantity. Where required, measurement will be made in accordance with Sec 215.3.

5.0 Basis of Payment. The accepted quantity of Modified Shaping Slopes, Class III will be paid for at the contract unit price for 215-99.03, Modified Shaping Slopes, Class III, per linear foot. If Modified Shaping Slopes, Class III is not provided but is required, payment will be in accordance

with Sec 104.3. No direct payment will be made for any additional material required for shaping slopes.

K. Transverse Milled In Rumble Strip

1.0 Description. Transverse milled in rumble strips shall consist of milled in panels as shown in the plans with a width of 9 feet and a length of 24 feet for each panel.

2.0 Basis of Payment. Transverse milled in rumble strips shall be paid for at the contract price for 626-99.03 Transverse Milled In Rumble Strip, per linear foot along centerline.

L. Additional Flaggers

1.0 Additional flaggers, and the appropriate construction signs, shall be provided at state highway intersections and city street intersections.

2.0 Basis of Payment. There will be no direct pay for all labor and equipment necessary to provide additional flaggers. All cost shall be considered completely covered under the pay items provided in the contract.

M. Island Tubular Marker

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

2.0 Requirements. Shall have a height of 18 inches, 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 marker 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. Payment for all labor, equipment, and materials necessary to install these markers shall be made and considered completely covered by the contract unit price bid for:

Item Number	Unit	Description
608-99.02	Each	Misc. Island Tubular Marker

N. 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.

O. 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 – Non-Tracking, 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.