1 REVISED

Job No.: JCD0106/JCD0212
Route: 50/63
County: Cole/Osage

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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11/12/2026 7:12:33 AM
GREGORY G. LEARY - CIVIL
MO-PE-026654

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: JCD0106/JCD0212
COLE/OSAGE COUNTY, MO
DATE PREPARED: 7/29/2026

ADDENDUM
DATE: **11/06/2026_R001**

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

Job No.: JCD0106/JCD0212
Route: 50/63
County: Cole/Osage

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.

Notice to Proceed: January 19, 2027
Contract Completion Date: November 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	Calendar Days	Daily Road User Cost
JCD0106	125	$5400
JCD0212	26	$3200

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 **$1500** per 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.

1 REVISED

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. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

2.5.1 Traffic Safety.

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

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

3.0 Work Hour Restrictions.

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

Memorial Day
Labor Day
Thanksgiving
Christmas
New Year's Day

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

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

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

3.3 The contractor shall be aware that traffic volume data indicates construction operations on the roadbed between the following hours will likely result in traffic queues greater than 15 minutes. Based on this, the contractor's operations will be restricted accordingly unless it can be successfully demonstrated the operations can be performed without a 15 minute queue in traffic. It shall be the responsibility of the engineer to determine if the below work hours may be modified. Working hours for evenings, weekends and holidays will be determined by the engineer. Therefore, except for emergency work, as determined by the engineer, all lanes shall be scheduled to be open to traffic and not shifted during the time period listed below:

US 50 Eastbound:
3:00 p.m. - 6:00 p.m. Monday through Friday

US 50 Westbound:
3:00 p.m. - 6:00 p.m. Monday through Friday

3.5 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved

ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **$1000 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

4.0 Detours and Lane Closures.

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

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

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

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

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

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

Missouri Highway Patrol 573-751-1000 (*55 Cell)		
Cole County Sheriff	Jefferson City Police	Jefferson City Fire Dept.
573-634-9160	573-634-6400	573-634-6401
Osage County Sheriff 573-897-3927		

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.

Greg Leary, Project Contact
MoDOT – Central District
1511 Missouri Blvd., P.O. Box 718
Jefferson City, MO 65102

Telephone Number: 573-508-4966
Email: gregory.leary@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:

Chris Brownell, Resident Engineer
Central District
5617 Red Eagle Drive
Jefferson City, MO 65109

Telephone Number: 573-526-4567
Email: sidney.brownell@modot.mo.gov

F. Utilities (JCD0106) JSP-93-26F

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

Utility Name	**Known Required Adjustment**	**Type**
Ameren Missouri Construction Hotline Phone: (866) 992-6619 Email: constructionhotline@ameren.com	None	Electric
Three Rivers Electric Cooperative Contact: Ted Neuner Phone: (573) 644-9000 Email: tneuner@threeriverselectric.com	None See Section 3.0	Electric
Brightspeed Contact: Tonjia Baldwin Phone: (573) 415-6308 Email: tonjia.baldwin@brightspeed.com	None	Communication
Callabyte Technology Contact: Chris Meloy Phone: (573) 690-6164 Email: cmeloy@callawayelectric.com	None	Communication
Cole County PWSD 4 Contact: Ted Neuner Phone: (573) 644-9000 Email: tneuner@threeriverselectric.com	None	Water
Phillips 66 Pipeline, LLC Contact: Jake Gier Phone: (573) 298-1251 Email: jake.d.gier@p66.com	None	Gas
Sho-Me Technologies Contact: Kyler Bybee Phone: (417) 425-6323 Email: kbybee@shomepower.com	None	Electric
Sho-Me Technologies Contact: Hunter Burks Phone: (417) 859-9399 Email: hburks@shomepower.com	None	Communication
Optimum Contact: Timothy Goerlitz Phone: (816) 428-6671 Email: timothy.goerlitz@optimum.com	None	Communication

1.1 The Contractor shall be aware there are numerous utilities present along the routes in this contract. Utility locates were not performed during the design phase of the project. The above utilities were identified through the Missouri One-Call system as having facilities within the project area. Therefore, the extent of conflicts with utilities are unknown. It is the inherent risk of the work under this contract that the contractor may encounter these utilities above and/or below the ground or in the vicinity of any given work item which may interfere with their operations. The

contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the Commission at the time of bidding and award of the contract. It is the responsibility of the contractor to comply with Missouri CSR 319 to get utilities marked and verify the existence, location, and status of any marked utility prior to any excavations. Such verification may require direct contact with the listed utilities.

2.0 Various utilities listed above have overhead lines in the project limits in the vicinity of the Contractor's work. The Contractor shall use caution when working near any overhead lines and shall contact the utility company at least two (2) weeks in advance if line protection is necessary. The Contractor shall be responsible for any costs incurred for the installation of any insulation covers over the lines and/or any other designated requirements. The Contractor shall be responsible for any damage to the overhead lines. There will be no direct pay for compliance to the above specification.

3.0 Three Rivers Electric Cooperative Lights will be added to the intersection of Route 50 and Shamrock Road. The power will be accessed from Three Rivers Electric's pole located at the SE corner of the Shamrock Road and Liberty Road intersection as shown in the plans. The pole number is 134260. The contractor shall follow MoDOT's standard specifications and plans section 901 for lighting. The contractor shall contact MoDOT a minimum 30 days prior to needing the lighting energized to allow MoDOT to contact the Utility company to install the transformer and power the lights.

G. Utilities (JCD0212) JSP-93-26F

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

Utility Name	**Known Required Adjustment**	**Type**
Ameren Missouri Construction Hotline Phone: (866) 992-6619 Email: constructionhotline@ameren.com	None	Electric
Three Rivers Electric Contact: Ted Neuner Phone: (573) 644-9000 Email: tneuner@threeriverselectric.com	None	Electric
Sho-Me Technologies Contact: Kyler Bybee Phone: (417) 425-6323 Email: kbybee@showmepower.com	None	Electric
Sho-Me Technologies Contact: Hunter Burks Phone: (417) 859-9399 Email: hburks@shomepower.com	None	Communication
AT&T Distribution Contact: Chris Halley Phone: (314) 402-5829 Email: ch7954@att.com	None	Communication

1.1 The Contractor shall be aware there are numerous utilities present along the routes in this contract. Utility locates were not performed during the design phase of the project. The above utilities were identified through the Missouri One-Call system as having facilities within the project area. Therefore, the extent of conflicts with utilities are unknown. It is the inherent risk of the work under this contract that the contractor may encounter these utilities above and/or below the ground or in the vicinity of any given work item which may interfere with their operations. The contractor expressly acknowledges and assumes this risk even though the nature and extent are unknown to both the contractor and the Commission at the time of bidding and award of the contract. It is the responsibility of the contractor to comply with Missouri CSR 319 to get utilities marked and verify the existence, location, and status of any marked utility prior to any excavations. Such verification may require direct contact with the listed utilities.

H. Coordination Between Contractors – JCD0184 Resurfacing

1.0 Description. The contractor shall be aware of the pavement resurfacing at the Militia Dr and Route J interchanges that could interfere with mill and fill operations.

2.0 Construction Requirements. The contractor shall establish contact with the Jefferson City Construction Office Resident Engineer to determine if there are any scheduling conflicts with milling, paving, and/or other striping operations.

Jefferson City Project Office:

Chris Brownell, Resident Engineer
Phone: 573-526-4567
sidney.brownell@modot.mo.gov

Or

Shirley Westbrook, Construction Office Assistant
Phone: 573-526-4477
shirley.westbrook@modot.mo.gov

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

I. 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.

J. Optional Pavements JSP 06-06H

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

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

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

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

2.3 The grading shown on the plans was designed for the thicker pavement option. 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.

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 401-99.05, Optional Pavement, 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 Subgrading 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.

K. Surface Sealing Treatment

1.0 Description. This work shall consist of furnishing and applying a surface sealing treatment to the existing roadway as shown on the plans. The surface treatment shall contain a mixture of cationic asphalt emulsion, latex polymer, fine aggregate, water, and other additives as needed.

2.0 Mix Design.

2.1 At least 30 days prior to placing the surface sealing treatment on the project, the contractor shall submit a mix design for approval to Construction and Materials. One gallon of the asphalt emulsion and 2500 grams of each aggregate material comprising the combined gradation shall be submitted with the mix design.

2.2 Required Information. At a minimum the Surface Sealing mix design shall contain the following information on the job mix formula:

(a) Emulsified asphalt source and properties required.

(b) Fine aggregate source, Acid Insoluble Residue (AIR) results, absorption, and deleterious requirements required.

(c) Blended aggregate gradation required.

(d) Mixture performance test results required.

(e) Additives and their sources required.

2.3 Mix Design Gradation Requirement. The fine aggregate, mastic materials such as mineral filler, and/or other additives that comprise the combined gradation shall have 100 % of the material passing the No. 8 (2.36 mm) sieve. For spraying applications, the following mix gradation shall be required:

Sieve	Percent Passing
No. 8 (2.36 mm)	100
No. 16 (1.18 mm)	95-100
No. 30 (600 µm)	85-100
No. 50 (300 µm)	40-70
No. 100 (150 µm)	30-65
No. 200 (75 µm)	25-60

2.4 Mixture Performance Requirements. The mixture shall meet the following requirements.

Testing Requirement	Min.	Max.	Test Method
Maximum Wet-Track Abrasion Loss, grams per square meter.	--	80 g/m^2	TB 100 (ISSA) Modified[a]
Asphalt Content by Ignition Method, percent	30%	--	AASHTO T-308-08[b]
Percent Solids, Asphalt Residue by Evaporation, percent	48%	--	AASHTO T59, Section 6

[a]This method is modified to a three day soak and samples prepared per MoDOT TM 86.

[b]To account for high percentage of binder, sample size should be adjusted based on laboratory oven capability.

2.5 Required Additives. A minimum of 3% latex polymer by weight of wet mixture is required in the surface sealant treatment and shall be listed in the job mix formula.

2.6 Other Additives. Any other material added to the mixture or to any of the component materials shall be listed in the job mix formula.

3.0 Material Certification.

3.1 The materials used in the mix design shall be certified to meet the following specifications.

3.2 Bituminous Material. The bituminous material shall be an asphalt emulsion in accordance with the following table. The bituminous material shall show no separation after mixing. The emulsion shall be sampled in accordance with AASHTO T 40.

Asphalt Emulsion (CSS)			
	Min.	**Max.**	**Test Method**
Viscosity, Saybolt Furol at 25 C, s	15	100	AASHTO T 72
Particle charge test	Positive[b]		AASHTO T 59
Residue, %	60	--	AASHTO T 59
Test on Residue from Distillation	**Min.**	**Max.**	**Test Method**
Penetration, 25 C, 100 g, 5 s,	30	100	AASHTO T 49

[b]If the particle charge test is inconclusive, material having a maximum pH value of 6.7 will be acceptable.

3.3 Noncarbonated Fine Aggregate Requirement. The fine aggregate material (not including mastic material or additives) shall contain 100 percent non-carbonate aggregate. The fine aggregate material shall have an acid insoluble residue (AIR), MoDOT Test Method TM 76, of at least 75 percent insoluble residue.

3.4 Absorption and Deleterious Requirement. The absorption of the fine aggregate (not including mastic material or additives) shall have a maximum absorption limit of 2.0 percent tested

in accordance with AASHTO T84. The percentage of deleterious substances shall not exceed the following values in accordance with AASHTO T113:

Item	Percent by Weight
Clay lumps	1.0
Total lightweight particles, including coal and lignite	0.5
Other deleterious substances	0.1

3.5 Lightweight fine aggregate sources not meeting the absorption limits or deleterious requirements of Section 3.4 above shall be in accordance with the following requirements tested on the parent material:

Property	Percent Maximum Limit
Micro-Deval, ASTM D7428, percent, max	20
Los Angeles Abrasion for Lightweight Aggregate, MoDOT Test Method TM 78, percent, max	50

3.6 Water. Water shall be potable and free of harmful soluble salts.

4.0 Construction Requirements.

4.1 The surface sealing mixture may be mixed and applied through mobile distribution equipment as described herein.

4.2 Mixing Equipment. All materials shall be thoroughly mixed as to produce a homogenous surface treatment. Individual volume or weight controls for proportioning each material in the mix shall be provided. Materials shall be added by a calibrated controlled device capable of monitoring the amount of material used at the time.

4.3 Distribution Equipment. The Distributor shall be equipped with a full sweep agitation system, a pumping system designed to handle fine aggregate mixes, and sufficient power to operate the full spray system and the agitation system at the same time. The Distribution equipment shall be equipped with a monitoring system that ensures the even distribution of material and measures the application rate of the mix.

4.4 Storage Tanks. If the mix is being delivered from a central mixing plant, then a job site storage tank shall have the minimum capacity of the entire transport load. The storage tank shall have an internal full sweep mixing system having a mixing capability of providing a homogenous mix representing the mix design at any given location within the tank.

4.5 Environmental Protection. The contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment.

4.6 Weather Limitations. Bituminous material shall not be placed on any wet surface or when the ambient temperature or the temperature of the pavement on which it is to be placed is below 60º F. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20.

4.7 Surface Preparation. The surface shall be thoroughly cleaned immediately prior to placing the surface treatment.

4.8 Protection of Other Surfaces. All curbs, manhole covers, and ADA facilities shall be protected from the spray or laydown of the bituminous mixture during placement.

4.9 Dilution. The bituminous material shall not be diluted in the field with water or other additives except as approved by the manufacturer.

4.10 Placement. Placement of the mix shall be performed in two passes with a minimum coverage of 0.125 gal/yd^2 per pass and the minimum total coverage of 0.25 gal/yd^2. Contractor shall provide a mat ensuring total coverage free of voids and pit holes.

4.11 Opening to Traffic. After the sealant application, the roadway shall remain closed until the surface is tack-free and capable of being open to traffic without tracking.

4.12 Basis of Acceptance.

4.12.1 Quality Control. Two samples shall be collected during production on a project. One sample shall be retained for the engineer. The contractor shall test the other sample and verify the mix design in accordance with Section 2.4 of this specification and submit the test results to the engineer.

4.12.2 Field Performance. The finished surface sealant treatment shall be evaluated by the engineer based on the following criteria. Any of the following shall be considered unacceptable material.

(a) The presence of loose aggregate or synthetic materials that may cause damage to traveling vehicles.

(b) A final surface with insufficient coverage or delamination.

5.0 Method of Measurement. Final measurement of the surface treatment will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of the surface treatment, complete in place, will be made to the nearest square yard. The revision or correction will be computed and added to or deducted from the contract quantity.

6.0 Basis of Payment. The accepted quantity of surface treatment, in place, will be paid for at the contract unit bid price for Item 409-99.05, Surface Sealing Treatment, per square yard. No separate payment will be made for any additional construction methods or processes. Manufacturer shall report the unit weight (lbs/gallon) of the surface sealing material on the bill of lading.

L. <u>High Friction Surface Treatment</u> NJSP-15-13D

1.0 Description. This work shall consist of furnishing and placing a High Friction Surface Treatment (HFST) on asphalt or concrete pavement.

1.1 The HFST shall be comprised of surface preparation and a minimum of a single layer using a Binder Resin System which holds a surface applied aggregate firmly in place. The Binder Resin System shall include Polymeric or Methyl Methacrylate (MMA) Resins.

2.0 Material.

2.1.1 Resin Binder System. Resin Binder Systems shall be recommended by the manufacturer as suitable for use on the intended pavement surface and for the potential range of atmospheric exposure.

2.1.2 The contractor shall furnish and install a Resin Binder System that meets the criteria in (AASHTO PP 79-14 Table 1):

Table 1 - Resin Binder System

Property	Test Method	Requirements	
		Polymeric Resin	MMA
Ultimate Tensile Strength	AASHTO M-235	2500-5000 psi	1500-5000 psi
Elongation at break point	AASHTO M-235	30-70%	30-70%
Compressive Strength	ASTM C 579	1000 psi min. at 3 hours 5000 psi min. at 7 days	1000 psi min. at 3 hours 2000 psi min. at 7 days
Water Absorption	AASHTO M-235	1% max.	1% max.
Durometer Hardness (Shore D)	ASTM D-2240	60-80	40-75
Viscosity	ASTM D-2556	Class C: 7-30 poises	Class C: 12-20 poises
Gel Time	AASHTO M-235	Class C: 10 minutes min.	Class C: 10 minutes min.
Cure Rate (Dry through time)	ASTM D-1640	3 hrs. max.	3 hrs. max.
Adhesive Strength at 24 hours	ASTM D 4541	250 psi min. or 100% substrate failure	250 psi min. or 100% substrate failure

2.1.3 Independent laboratory reports per formulation shall be provided, documenting that the resin binder meets the requirements of this specification. A sample of the resin binder or components lot/batch shall be supplied upon request.

2.1.4 At the request of the engineer, the manufacturer of the Resin Binder System shall certify that the Resin Binder System meets the requirements of this specification. Such certification shall consist of either a copy of the manufacturer's test report or a statement by the manufacturer, accompanied by a copy of the current test results, that the Resin Binder System has been sampled and tested. Such certification shall indicate the date of testing and shall be signed by the manufacturer.

2.2.1 Aggregate. The contractor shall furnish and install a high friction aggregate that is clean, dry and free from deleterious material. The high friction aggregate shall be Calcined Bauxite or

an approved alternate high friction aggregate that meets the specifications stated herein and meets the surface friction requirements stated in section 5.2.

2.2.2 The high friction aggregate shall meet the criteria in Table 2:

Table 2 - High Friction Aggregate

Property	Test Method	Requirement
Resistance to Degradation	AASTHO T-96	20% max.
Aggregate Grading	AASHTO T-27	No. 4 Percent Passing 100% min. No. 6 Percent Passing 95% min. No. 16 Percent Passing 5% max.
Moisture Content	AASHTO T-255	0.2% max.
Aluminum Oxide	ASTM C-25	87% min.

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

2.2.4 At the request of the engineer, the manufacturer of the aggregate shall certify that the aggregate meets the requirements of this specification. Such certification shall consist of either a copy of the manufacturer's report or a statement by the manufacturer, accompanied by a copy of the current test results, that the aggregate has been sampled and tested. Such certification shall indicate the date of testing and shall be signed by the manufacturer.

2.2.5 Test methods should be in accordance with AASHTO PP 79-14.

3.0 Construction Requirements. A manufacturer's representative of the Resin Binder System shall be present at the jobsite during all construction operations relating to the preparation and placement of the HFST. All construction operations relating to the HFST shall meet the recommendations of the manufacturer's representative. Final approval of all HFST placement operations will be given by the engineer.

3.1 Weather Limitations. Resin Binder systems shall not be placed on any wet surface or when the ambient temperature or the temperature of the pavement is above or below the manufacturer's recommendations or when the anticipated weather conditions would prevent the proper application of the surface treatment as directed by the manufacturer's representative. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20.

3.2 Surface Preparations. The surface shall be thoroughly cleaned immediately prior to installation of the HFST. The surface shall be clean, dry and free of all dust, oil, debris and any other material that might interfere with the bond between the resin binder material and the existing surface as recommended by the manufacturer's representative.

3.2.1 The contractor shall pre-treat joints and cracks greater than ¼ inch in width and depth with the mixed Resin Binder System. Once the resin binder in the pre-treated areas has gelled, the installation of the HFST may proceed.

3.2.2 Asphalt Pavement. Clean asphalt pavement surfaces using mechanical sweepers and high-pressure air wash with sufficient oil traps. Mechanically sweep all surfaces to remove dirt, loose aggregate, debris, and deleterious material. Vacuum sweep or air wash using a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material. HFST shall not be applied to newly placed asphalt pavement surfaces that are less than 30 days old.

3.2.3 Concrete Pavement. Clean concrete pavement surfaces by shot blasting and vacuum sweeping. Shot blast all surfaces to remove all curing compounds, loosely bonded mortar, surface carbonation, and deleterious material. The prepared surface shall comply with the International Concrete Repair Institute (ICRI) standard for surface roughness CSP 5. After shot blasting, vacuum sweep or air wash, with a minimum of 180 cfm of clean and dry compressed air, all surfaces to remove all dust, debris, and deleterious material.

3.2.4 All existing edge line pavement markings that are adjacent to the HFST location shall be covered and protected as approved by the engineer prior to performing surface preparation. HFST shall not be placed over existing pavement markings or rumble strips. Lane line pavement markings that conflict with the HFST installation shall be removed by methods approved by the manufacturer's representative. Any existing edge line pavement markings that are damaged during the HFST application process shall be replaced at the contractor's expense.

3.3 HFST shall be allowed to cure for the minimum duration as recommended by the binder component supplier's specifications and during that time the application area shall be closed to all vehicles and contractor's equipment traffic.

3.4 Excess and loose aggregate shall be removed from the traveled way and shoulders in such a way that the HFST is not damaged or disturbed. Excess aggregate that can be reused shall be reclaimed by a vacuum sweeper. The recovered aggregate shall be clean, uncontaminated and dry, if it is to be re-used in the HFST application. All reclaimed aggregate must be in conformance with the requirements in Section 2.0. Material.

3.5 Utilities, drainage structures, curbs and any other structures within or adjacent to the treatment location shall be protected against the application of the HFST materials.

4.0 Application Methods. HFST shall be applied in accordance with the manufacturer's recommendations. The HFST can be applied by either mechanical or manual techniques.

4.1 The Resin Binder System shall be blended and mixed in the ratio per the manufacturer's specification (± 2 percent by volume) and shall be continuously applied once blended.

4.1.1 The Resin Binder System shall be applied at a uniform thickness of 50-65 mils (25-32 square feet per gallon). Coverage rate is based upon expected variances in the surface profile of the pavement.

4.1.2 The operation shall proceed in such a manner that will not allow the mixed material to separate, cure, dry, be exposed or otherwise harden in such a way as to impair retention and bonding of the high friction aggregate.

4.1.3 The high friction aggregate shall be immediately applied at a rate of 12-15 pounds per square yard (achieving saturation) in such a manner that there is no disruption to the leveled

binder. It is the responsibility of the contractor to ensure full embedment of the high friction aggregate.

4.1.4 Wet spots shall be covered with the high friction aggregate prior to the gelling of the Resin Binder System.

4.1.5 Walking, standing on, or any form of contact or contamination with the wet uncured Resin Binder System without spiked shoes as approved by the engineer, prior to application of the aggregate, will result in that section of Resin Binder System being removed and replaced at the contractor's expense.

4.1.6 Applications on high-speed highways such as interstate, interstate ramps, and bridge decks will require additional sweeping three days after the initial installation is completed to remove excess and loose aggregate from the traveled way and shoulders.

5.0 Basis of Acceptance. Acceptance of the HFST will be made based on the engineer's final Surface Quality Examination and satisfactory Surface Friction Testing, when required.

5.1 Surface Quality Examination. No less than fourteen (14) days following application, the engineer will check the HFST for areas where: the resin binder has not cured properly (i.e., binder remains soft), there is excessive resin binder at the surface, signs of delamination exist, the surface has an insufficient aggregate coverage, the surface aggregate is not sufficiently bonded (i.e., approximately 50% embedment into the resin), or any other surface deficiencies. Any deficiencies found shall be either removed and replaced or repaired in accordance with manufacturer recommendations and to the satisfaction of the engineer.

5.2 Surface Friction Testing. Surface friction testing shall be performed by the contractor, and at the contractor's expense, when an alternate to calcined bauxite is used for the high friction aggregate. Surface friction testing may also be required as a condition of acceptance of repairs to the HFST if, in the opinion of the engineer, the corrective work adversely affected surface friction as compared to non-repair areas.

5.2.1 Surface Friction Requirements. When surface friction testing is required, the completed HFST shall meet a minimum requirement of 65 FN40R from the ASTM E274 test within fourteen (14) calendar days after completion of the HFST. Any surface that fails to conform to the above friction requirement must be removed and replaced at the contractor's expense within one week after being notified by the engineer.

6.0 Method of Measurement. Final measurement of the completed HFST will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. When required, measurement of HFST, complete in place, will be made to the nearest square yard. The revisions or correction will be computed and added to or deducted from the contract quantity.

7.0 Basis of Payment. The accepted quantity of HFST, in place, will be paid for at the contract unit price bid for Item Number 413-99.05, High Friction Surface Treatment, per square yard. The contract price per square yard of HFST shall include full compensation for all labor, materials, tools, equipment, testing and incidental items necessary to complete the described work.

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

1.0 Delete Sec 616.11 and insert the following:

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

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

2.0 Delete Sec 616.12 and insert the following:

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

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

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

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

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

(e) Worker apparel.

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

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

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

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

616.12.1 Lump Sum Temporary Traffic Control. Traffic control items grouped together in the contract or plans for lump sum payment shall be paid incrementally per Sec 616.12.1.1. Alternately, upon request from the contractor, the engineer will consider a modified payment

schedule that more accurately reflects completion of traffic control work. No payment will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer. Additional items directed by the engineer will be paid for in accordance with Sec 109.4. No adjustment to the price will be made for overruns or underruns of other work or for added work that is completed within existing work zones.

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

(a) The first payment will be made when five (5) percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five (5) 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 (2) 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	Lump Sum Temporary Traffic Control

N. Optional Temporary Pavement Marking Paint NJSP-18-07H

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 inch width) in all locations shown on the plans as PPMP and delay application of the PPMP until the spring of 2028, 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.

1.1 No application of PPMP shall occur between October 1, 2027 and March 1, 2028, both dates inclusive, except as stated herein. When the contractor has begun application of PPMP prior to October 1, 2027, 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, 2027, 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, 2028. All PPMP shall be completed prior to June 1, 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, 2027, even when there is sufficient time to complete the PPMP prior to October 1, 2027. 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 thru June 1, 2028, 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 June 1, 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

O. Guardrail Grading Requirements JSP-17-02B

1.0 Description. Guardrail installation and grading shall be in accordance with Missouri Standard Specifications for Highway Construction, Missouri Standard Plans for Highway Construction, and as described herein.

2.0 Construction Requirements. When guardrail and/or end treatment removal and replacement requires grading of the shoulder and/or slopes, Sec 606.3.1(b), (c), and Sec 606.3.1.1 of the Missouri Standard Specifications shall be waived and the following shall apply:

a) Along roadways and shoulders, remove no more guardrail than can be reconstructed within seven (7) calendar days, including weekends and holidays. The seven-day counting period shall start when the first piece of safety hardware is removed.

b) The active work zone area that encompasses the guardrail and/or end treatment reconstruction, shall not exceed one (1) mile in length. The contractor shall be required to provide and maintain approved channelizing devices adjacent to the reconstruction area.

c) Only one-side of the roadway shall be worked on at the same time. Divided facilities shall be limited to work on one-side of each direction at the same time.

d) When the removal of any existing safety hardware device exposes non-breakaway obstacles, the reconstruction of the safety hardware device protecting the obstacle shall be replaced within 48 hours of removal or an approved temporary crashworthy device shall be provided, installed and maintained at the contractor's expense until the non-breakaway obstacle is permanently protected. The 48 hour counting period shall start when the first piece of safety hardware is removed.

e) Areas where guardrail and/or end treatments have been removed, but not yet replaced, shall be delineated in accordance with plans or as directed by the engineer.

3.0 Non-Compliance. Non-compliance with this provision shall result in the immediate suspension of work in accordance with Sec 105.1.2. No work, including but not limited to additional guardrail removal and grading, shall be allowed to proceed except for work necessary to restore guardrail installation.

4.0 Basis of Payment. No direct payment will be made for compliance with this provision. Guardrail items, grading, and temporary traffic control devices will be paid for as provided in the contract.

P. 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.

Q. SENSITIVE STREAMS OR WATERBODIES NEAR PROJECT AREA

1.0 Description. The project crosses, or is in the vicinity of, a sensitive stream or watershed. Waterbodies within and near the project area may serve as habitat for federal and state listed sensitive species. To avoid any negative impacts to these species and their habitats, water quality shall be protected from construction impacts.

1.1 The contractor shall prevent any debris and materials from construction activities from entering streams and other waterbodies. If debris or materials do enter waterbodies, and if deemed necessary by the engineer or MoDOT's environmental personnel, it shall be removed as directed by the engineer at the contractor's expense.

2.0 Basis of Payment. No direct payment will be made for any expense incurred by the contractor by reason of compliance with the specific requirements of the provision, including any delay, inconvenience, or extra work except for those items for which payment is included in the contract.

R. Bridge End Transitions

1.0 At all bridge exceptions, the engineer will determine in the field the ending point of the transition. This point will not necessarily be at the bridge end, but will be located at a point which provides the smoothest transition and approach to the bridge. Where bridges are to be resurfaced, the surfacing shall be from curb to curb.

S. 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.

T. Supplemental Revisions JSP-18-01MM

- 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, including all subsections 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.

- Revisions to General Conditions of the Contract for Missouri Standard Specifications for Highway Construction

Insert the following definitions into Sec 101.2:

Agent of Contractor. Subcontractors, its employees, assigns, and agents.

Agent of MoDOT. Any private contractors, subcontractors, engineers, or the employees thereof performing work in accordance with the plans and specifications approved by MoDOT.

Commencement of Work. Also defined as the start of construction operations/activities, this is the date the contractor, its employees, agents, and/or assigns first begins performing work pursuant to the terms of the contract, including the furnishing of labor, material, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of duties and obligations imposed by the contract. For purposes of clarity, this date shall be deemed to occur on the date certified payroll activities on the project commence.

Exceptions. Work items identified by the engineer, as documented on the semi-final inspection, that are allowed to be completed after the contract completion date but prior to the item-specific completion date established by the engineer. Failure to complete any excepted work item by the item-specific completion date will result in assessment of contract liquidated damages. Designation of exceptions not mandated by the contract is at the sole discretion of the engineer.

Typical exceptions include:

(a) Seasonal items (e.g., sodding, overseeding, establishment of grass for soil stabilization, or tree/shrub plantings)
(b) Tasks that have contractually required or allowed delays (e.g., removal of sediment control devices, waiting periods for signal/lighting systems, pause for retroreflectivity evaluation of pavement markings)
(c) Other tasks in which the engineer determines it is in the best interest of the Commission to allow completion of such task to extend beyond the contract completion date, but within a designated period of time.

Delete Sec 105.10.7, including all subsections and substitute the following:

105.10.7 Final Inspection. Upon apparent completion of the entire project, the engineer will make a Final Inspection of the work to determine acceptance for maintenance in accordance with Sec 105.15.

Delete Sec 105.15, including all subsections and substitute the following:

105.15 Acceptance.

105.15.1 Partial Acceptance. At the discretion of the engineer, portions of the work within a project may be accepted for maintenance prior to the Final Inspection of all work for that project. When a portion of the work or a specific item is partially accepted, the contractor is relieved from maintenance on the identified portion of the work, but this is not the Final Inspection, as defined in Sec 105.15.2, and will not excuse the contractor from liability or responsibility to the Commission for work performed.

105.15.1.1 Acceptance of a Specific Item or Section of Work. Upon completion of any of the items or sections of work listed herein, the contractor may request the engineer's inspection of the work and partial acceptance. If the engineer finds the work to be complete and acceptable, including submittal by the contractor of all required documentation, partial acceptance will be made for that item or section. The following items, complete in place, as determined by the engineer, are eligible for consideration of partial acceptance:

(a) Any section 0.5 mile or more in length.
(b) Any section 0.5 mile or more in length in one direction of a divided highway.
(c) A complete bridge.
(d) An intersection traffic signal system. Partial acceptance may be made for signal equipment prior to the 30-day testing period though any required performance tests and/or guarantees shall remain applicable.
(e) Devices intended to be used for traffic safety and control. Acceptance of traffic safety devices is limited to guardrail, impact attenuation barriers, traffic signal items, signs, delineators, lighting, concrete barrier walls, concrete bridge parapet, bridge railing, guard cable, crash cushions and fence, which are permanently installed in their final position in accordance with the contract documents.

105.15.1.2 Semi-Final Inspection, Corrections and Exceptions. The contractor shall submit a written request for a semi-final inspection at least seven days prior to the anticipated completion of work, excluding exceptions. If the engineer postpones the inspection beyond the date the contractor completes all work, the period of postponement will be considered an excusable but non-compensable delay.

105.15.1.2.1 Immediately following the semi-final inspection, the engineer will provide the contractor with a list of any remaining items of work, corrections, and exceptions. The count of contract time will continue until all work and corrections are complete. If the engineer determines all work is complete, with no exceptions, the semi-final inspection will be considered the Final Inspection in accordance with Sec 105.15.2.

105.15.1.2.2 Work Complete Date. Upon verification by the engineer that all work, exclusive of exceptions, is complete, the engineer will declare partial acceptance and cease

the count of contract time. The count of contract time will resume should the contractor fail to complete one or more exceptions by the required date.

105.15.2 Final Inspection and Acceptance for Maintenance. The contractor shall promptly notify the engineer when all work on a project, including exceptions, is complete. Upon Final Inspection by the engineer and verification that all work on a project is complete, a notice of acceptance for maintenance will be submitted to the contractor. Acceptance for maintenance excludes any items covered by item-specific performance bonds. Final Inspection shall occur not later than ten (10) business days after contractor's notification to the engineer that all corrections and exceptions have been completed. If the Final Inspection has not occurred within the ten (10) business-day time frame, all corrections and exceptions shall be deemed completed and MoDOT will be deemed to have accepted maintenance. If written acceptance for maintenance is not received within twenty (20) business days after the date of the Final Inspection, nor any objections sent to the Agent of MoDOT during this twenty (20) business-day period, the project and the work shall automatically be deemed accepted for maintenance.

105.15.2.1 Following the Final Inspection, the Agent of MoDOT will be relieved of any new or additional liability to third parties for personal injury, death or property damages which may be alleged to result from the design or construction of the work, unless additional work is performed by the Agent of MoDOT on the right of way after Final Inspection.

105.15.2.2 Nothing in these specifications shall be deemed to excuse the contractor of liability or responsibility for any personal injury, death or property damages which may have occurred during the time period from the Commencement of Work through the Final Inspection.

105.15.2.3 Acceptance of a project shall not be construed to relieve the contractor of full responsibility for making good any non-latent defect in work or material found on any section of work prior to final acceptance of the entire project, to alter in any manner the method of payment prescribed in the contract or to constitute a waiver of any claim the Commission might have against the contractor on the entire project.

105.15.2.4 Contracts with Multiple Projects. For contracts that include two or more projects, the contractor may request a separate final inspection and acceptance for maintenance as the work is completed on each project.

105.15.3 Final Acceptance and Payment. Following Final Inspection and acceptance for maintenance, the engineer will prepare the final tabulation of quantities in accordance with Sec 109.8. A final change order, if necessary, and the final tabulation of quantities will be submitted to the contractor for review. Upon receipt of the final tabulation of quantities, the contractor shall promptly submit to the engineer any remaining project documentation including, but not limited to, those listed in Sec 105.15.3.2.

105.15.3.1 A Final Acceptance report will be submitted to the contractor, and final payment will be made, no later than thirty days following concurrence on tabulation of quantities, receipt by the engineer of all project documentation, and verification by the engineer that all material incorporated into the work has been properly inspected. If the final tabulation of quantities determines the contractor was overpaid, the contractor, or in case of default, the surety, shall return the amount of overpayment to the Commission within thirty days of receiving notice of the overpayment from the engineer.

105.15.3.2 When required by the contract, project documentation shall consist of the following:

(a) Contractor's Affidavit Regarding Settlement of Claims (Form C-242)
(b) Final Change Order
(c) DBE Participation List and Final Verification
(d) Affidavit – Compliance with the Prevailing Wage Law

105.15.3.3 Final acceptance will not excuse the contractor's liability or responsibility to the Commission for any latent defects in the work or material incorporated into the work, or for claims relating to any work or material incorporated into the work, except as barred by Sections 537.600 and 537.610, RSMo.

Delete Sec 107.11, including all subsections, and substitute the following:

107.11 Responsibility for Claims for Damage or Injury. The contractor shall be responsible, to the extent imposed by applicable law, for injury, property damage, damage to the Work, or other loss caused by the negligent, wrongful, intentional, reckless, or contractually noncompliant acts or omissions of the contractor or an Agent of Contractor from Commencement of construction activities through Final Inspection and acceptance for maintenance.

107.11.1 The contractor shall not be responsible for damage relating to personal injury or death, arising from the design, condition, or maintenance of the project area prior to commencement of work and after Final Inspection and acceptance of the work, in accordance with Sec 101.2 and 105.15.2, unless any of the following conditions exist:

(a) The work is so defective that it creates an imminent danger to third parties;
(b) A defect in the work was concealed and not discoverable by a reasonable inspection by the Commission;
(c) The agent of MoDOT knew of the dangerous condition and did not disclose it to the Commission; or
(d) The plans or specifications followed were so imperfect or improper that the agent of MoDOT should have known the work to be done thereunder would result in an unsafe condition.

107.11.2 Neither the Commission nor the contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability that does not exist under the law, or to waive or extinguish any defense that either party to this contract or their respective agents and employees may have to an action or suit by a third party.

Delete Sec 107.12, including all subsections, and substitute the following:

107.12 Contractor's Responsibility for Work Damages to any portion of the work occurring after the date of Commencement of Work and before the work is deemed approved and accepted, caused by the action of the elements or from any other reason, shall be repaired or replaced at the contractor's expense. The contractor, at the contractor's option, may insure against any such damages. The Commission may, in its discretion, make such a payment, determined in accordance with Sec 109.4, for damage to the work due to

unforeseeable causes beyond the control of, and without fault or negligence on the part of the contractor, unless the contractor has been reimbursed for such damages by the contractor's insurer. Prior to reimbursement, the contractor shall furnish documentary evidence of all efforts to recover such repair costs.

107.12.1 The contractor shall immediately give written notice to the engineer of any pedestrian, worker and/or vehicular accident that occurs in or near the work zone. The contractor may be directed by the engineer to repair permanent Commission facilities that have been damaged by events that are beyond the control of the contractor. Reimbursement will be provided by the Commission, determined in accordance with Sec 109.4, for the actual direct cost of labor, equipment and material, exclusive of overhead, indirect or consequential costs of profit. The Commission may elect to make such repairs in lieu of the contractor.

Delete Sections 107.13, 107.13.1, 107.13.2, 107.13.3, 107.13.3.4, 107.13.5, 107.13.6, 107.13.9, 107.13.10.4, 107.13.10.8, and substitute the following:

107.13 General Insurance Requirements. From the commencement of construction activities through the Final Inspection and acceptance for maintenance of the project by the engineer, the contractor shall procure and maintain at the contractor's expense, insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in Secs 107.13.1 through 107.13.8.

107.13.1 Sovereign Immunity Limits for Missouri Public Entities. The contractor shall procure and maintain at least minimum insurance coverages to meet the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance and published annually in the Missouri Register pursuant to Section 537.610, RSMo for Sec 107.13.2 through 107.13.5, unless specified otherwise for each type of insurance coverage. Each policy shall provide additional insured status for the Missouri Highways and Transportation Commission, its members, the Missouri Department of Transportation, and its employees up to Missouri's sovereign immunity limits. Provided, however, additional insured coverage applies only to liability caused in whole or in part by the acts or omissions of the named insured or those acting on its behalf and does not provide defense or indemnity for liability that Section 537.600, RSMo. places solely on MoDOT or another public entity. Each policy shall be endorsed to not waive sovereign immunity limits. The naming of the Commission, its members, MoDOT, and its employees as additional insureds under any insurance policy shall not be construed as a waiver of any sovereign, official, or other governmental immunity. The Commission, its members, MoDOT, and its employees reserve the right to assert any sovereign, official, or any other governmental immunities. Nothing in the Section shall be construed to enlarge the liability of the contractor beyond that imposed by applicable law, create a contractual duty to defend or indemnify prohibited by Section 537.600, RSMo, or require insurance coverage for liability that Section 537.600, RSMo places solely upon MoDOT. Insurance coverage and priority shall otherwise be determined in accordance with the applicable policies and endorsements.

107.13.2 Commercial General Liability Insurance. The contractor shall procure, and maintain during the term of the project, commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) policy form CG 00 01. The general aggregate limit shall, by endorsement or otherwise, provide a designated aggregate limit solely for this project using ISO form CG 25 03 05 09 or an equivalent form. General liability policies shall be endorsed to add the Commission, its members, MoDOT, its employees, agents, and assigns as additional insureds (the "Additional Insureds") using Insurance

Services Office forms CG 20 10 or the equivalent under such policy. For construction contracts, an endorsement providing completed operations coverage to the Additional Insureds, ISO form CG 20 37 or the equivalent, is also required. This form, CG 20 37, shall be endorsed on each subsequent commercial general liability policy issued to the contractor for three (3) years after final acceptance of the project. Should work on the project be discontinued, the commercial general liability insurance coverage shall remain in effect for three (3) years after the date of discontinuation, when applicable. Coverage shall not be reduced by insured versus insured exclusions or by explosion, collapse and underground (XCU) exclusions.

107.13.3 Commercial Automobile Liability Insurance. The contractor shall procure and maintain automobile liability coverage at least as broad as ISO policy form CA 00 01 covering owned, hired, and non-owned autos. The policy shall be endorsed to Commission, its members, MoDOT, and its employees, agents, and assigns as additional insureds (the "Additional Insureds").

107.13.4 Contractor's Pollution Liability (CPL) Insurance. The contractor shall procure and maintain contractor's pollution liability insurance for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy shall have minimum limits of $1,000,000. The Commission, its members, MoDOT, and its employees, agents, and assigns shall be endorsed as additional insureds under such policy. The policy shall provide coverage for hauling of waste from the project site to the final disposal location including non-owned disposal sites. Completed operations coverage for pollution liability shall extend a minimum of three (3) years after final acceptance of the project. Contractor shall require any subcontractor that performs environmental remediation, hazardous material removal or related work including the transportation, disposal, or environmental engineering work, to provide contractor's pollution liability insurance with limits and scope of coverage appropriate to the exposure. The Commission, its members, MoDOT, and its employees, agents, and assigns shall be endorsed as additional insured under such policy. The policy shall not contain a cross suits exclusion or other provisions that would eliminate additional insured claims against the contractor or subcontractor.

107.13.5 Aircraft Liability Insurance. If aircraft, including unmanned aircraft, will be used on the project, contractor shall provide, or cause to be provided, aircraft liability insurance protecting against claims for damages resulting from such use in all cases where any aircraft that is owned, leased or chartered by any Contractor-Related Entity used on the Project. The policy shall have minimum limits of $1,000,000 and the Commission, its members, MoDOT, and its employees, agents, and assigns shall be additional insureds on the policy by endorsement or policy provision. The use of any aircraft in performance of the Work, the aircraft crew, flight path and altitude, including landing of any aircraft on the Site or on any property owned by the Commission, MoDOT or other parties at interest, shall be subject to review and written acceptance by the Commission prior to any such usage. If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable to meet these requirements but must be provided prior to use of the aircraft. For use of unmanned aircraft vehicles, the contractor may provide insurance either through an aircraft liability insurance policy, or by endorsement to the contractor's commercial general liability insurance policy and excess liability policies. Use of unmanned aircraft must comply with all state and federal rules and regulations, including FAA requirements.

107.13.6 Excess or Umbrella Liability Insurance. The contractor may satisfy the required limits for Secs 107.13.2 through 107.13.5 by use of excess or umbrella liability insurance policies in any combination that meets the contract limits requirements. Such policies shall include as additional insureds, the Commission, its members, MoDOT, and its employees, agents, and assigns.

107.13.9 Evidence of Insurance. Required evidence of insurance providing confirmation of compliance with these requirements shall consist of a certificate of insurance and any endorsements adding the Commission, MoDOT and its employees as additional insureds where specified. "Blanket" or "automatic" additional insured endorsements providing additional insured coverage "where required by contract," may be used, provided that such forms provide coverage at least as broad as provided by the specified endorsement forms required. The contractor and any subcontract work shall not commence under the contract until the contractor obtains the applicable insurance coverage required and receives approval for such insurance from the engineer. No later than five (5) business days prior to the Commencement of Work, all evidence of insurance for the prime contractor, including certificates of insurance and required endorsements, and notices shall be submitted electronically by the insurance agent to ContractorSupport@MoDOT.mo.gov. The aforementioned evidence of insurance shall also be submitted in the same manner no fewer than five (5) business days prior to the effective date of any change or renewal of insurance during the term of the project. All evidence of insurance for the prime contractor, including certificates of insurance and required endorsements, and notices shall be submitted electronically by the insurance agent to ContractorSupport@MoDOT.mo.gov. The contractor shall promptly furnish the engineer with a complete copy of its policy upon request. Failure to furnish evidence of proper insurance, or complete insurance policies when requested, may result in the suspension of work as provided in Sec 108, and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

107.13.10.4 Primary and Non-contributory. For any claims related to this contract or insurance requirements herein identified, the contractor's insurance coverage shall be primary insurance with respect to the Commission, its members, MoDOT, and its employees, as the additional insureds. Any other insurance or self-insurance maintained by any of these parties shall be excess of the contractor's insurance and shall not contribute with the contractor's insurance, unless liability caused in whole or in part by the acts or omissions of the named insured or those acting on its behalf and does not provide defense or indemnity for liability that Section 537.600, RSMo places solely upon MoDOT or another public entity. Priority and allocation shall be governed by the applicable policies and endorsements. MoDOT may not unilaterally alter priority among the contractor's, any subcontractor's, or any additional insured's policies.

107.13.10.8 Timely Notice of Claims. Contractor shall give the engineer prompt and timely notice of claims made or suits instituted that arise out of or result from contractor's or agent of contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. The Commission and MoDOT will provide timely notice to the contractor of any claims or lawsuits that it receives.

Delete Sec 107.14 and substitute the following:

107.14 Cooperation in Defense. The Agent of MoDOT and MoDOT shall reasonably cooperate in the defense of the other against potential third party claims. This cooperation

includes providing reasonable access to relevant records, documents, and personnel. Nothing in this section creates a contractual duty to defend prohibited by RSMo 537.600(5).

Delete Sec 107.18 and substitute the following:

107.18 Basis of Payment. No direct payment will be made for compliance with Sec 107.

- Payment for Excess Piling

Delete Sec 702.6.3 and insert the following:

702.6.3 Pile Cut-Offs. No direct payment will be made for routine pile cut-offs, except as otherwise provided herein.

702.6.3.1 Excess Piling. If the total measured length of installed piling on a given structure, per item, is 85 percent or less of the plan quantity, the difference between plan quantity and installed quantity shall be deemed as excess piling. Reimbursement will be made for excess piling, as determined by the engineer. No reimbursement will be made for piling purchased in excess of plan quantity. The contractor shall provide the engineer with all paid invoices, which may be used to determine an equitable reimbursement. Shipping costs on the invoice will be included in the reimbursement payment, but no handling, overhead or profit will be included. All excess piling shall be removed from the project and retained by the contractor.

- *Delete Sec 102.18.1 and renumber existing Sec 102.18.2 through 102.18.5.4 including all subsections:*

102.18.1 Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgments. The president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:

(a) Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

(b) Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

(c) Does not have a proposed debarment or suspension pending.

(d) Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

102.18.1.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted.

102.18.1.2 Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility.

102.18.1.3 For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action.

102.18.1.4 Providing false information may result in criminal prosecution or administrative sanctions.

102.18.2 Certification Regarding Anti-Collusion. In accordance with 23 USC 112, the bidder shall certify, under penalty of perjury, that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

102.18.3 Certification Regarding Lobbying Activities. In accordance with 31 USC 1352, the bidder shall certify that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the instructions.

102.18.3.1 This certification shall be a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification shall be a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification will be subject to a civil penalty of no less than $10,000 and no more than $100,000 for each such failure.

102.18.3.2 The bidder also agrees by submitting a bid that the bidder shall require that the language of this certification be included in all subcontracts that exceed $100,000, and that all such subrecipients shall certify and disclose any lobbying activities accordingly.

102.18.4 Certification Regarding Missouri Domestic Products Procurement Act. This certification will only apply to state-funded projects as noted on the cover of the Request for Bid. The bidder's attention is directed to Sections 34.350 through 34.359 RSMo 2000, which requires all manufactured goods or commodities used or supplied in the performance of the contract or any subcontract to be manufactured, assembled or produced in the USA. Sections 34.350 through 34.359 RSMo will not apply if the total bid is less than $1,000.00.

102.18.4.1 Section 34.355 RSMo requires the vendor or bidder to certify compliance with Section 34.353 RSMo and, if applicable, Section 34.359 RSMo at the time of bidding and

prior to payment. Failure to comply with Section 34.353 RSMo during performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

102.18.4.2 The bidder shall certify that all the specified goods or products for which this bid was solicited are manufactured, assembled or produced in the USA. If there are any exceptions, the bidder shall submit a list of the exceptions on company letterhead, signed by the bidder and attached to the inside of the bid submitted. The list shall include the pay item number and the location where the item is manufactured. The bidder shall identify any of the exceptions in the list that are specified goods or products that are treated as manufactured, assembled or produced in the USA under an existing treaty, law, agreement or regulation of the USA regarding export/import restrictions and international trade.

102.18.4.3 The bidder shall notify the contact listed in the Request for Bid of any specified goods or products that cannot be manufactured, assembled or produced in the USA in sufficient quantities or in time to meet the contract specifications.

102.18.4.4 The bidder shall certify that the bid complies with all provisions of Section 34.350 *et seq* RSMo.

Delete Sec 106.10 and substitute the following:

106.10 Missouri Domestic Products Requirement. For state funded projects, as noted on the cover of the contract, material shall be in accordance with Sec 102.18.4.