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# JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

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# MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

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

#### BARTLETT & WEST, INC.

601 Monroe Street, Suite 201
Jefferson City, MO 65101
Certificate of Authority: 000167
Consultant Phone: (573) 634-3181

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

JOB NUMBER: JSU0146 & J7I3010 GREENE & WEBSTER COUNTY, MO DATE PREPARED: 3/18/2024

ADDENDUM DATE:

Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal:  $\mbox{\rm All}$ 

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# JOB SPECIAL PROVISION

# A. General - Federal JSP-09-02J

- **1.0 Description.** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.
- 1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at <a href="https://www.modot.org">www.modot.org</a> under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.
- **1.2** The following documents are available on the Missouri Department of Transportation web page at <a href="www.modot.org">www.modot.org</a> under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2023 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

- **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 (job numbers) shall be completed on or before the Contract Completion date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

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Notice to Proceed Date: July 5, 2024 Contract Completion Date: August 1, 2026

**2.1 Calendar Days.** The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Job Number Calendar Days Daily Road User Cost JSU0146/J7l3010 358 \$7,600

- **3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of \$3,000 per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified contract completion date or calendar days.
- **4.0 Liquidated Damages for Road User Costs.** Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.
- C. Work Zone Traffic Management
- **1.0 Description.** Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.
- 1.1 Maintaining Work Zones and Work Zone Reviews. The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.
- **1.2 Work Zone Deficiencies.** Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

#### 2.0 Traffic Management Schedule.

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

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

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

## 2.5.1 Traffic Safety.

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

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minimum of two weeks in advance of implementation. The WZS shall participate in the post construction conference and provide recommendations on how future TMPs can be improved.

**2.7 Traffic Management Center (TMC) Coordination.** The Work Zone Specialist (WZS) or their designee shall contact by phone the MoDOT Traffic Management Center (TMC of the Ozarks at #417-864-1160) within five minutes of a lane or ramp closure beginning and within five minutes of a lane or ramp closure being removed. The WZS shall make this phone call 24 hours a day, 365 days of the year since the MoDOT Traffic Management Centers are always staffed.

#### 3.0 Work Hour Restrictions.

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

Memorial Day Labor Day Thanksgiving Christmas New Year's Day

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

When Independence	The Holiday is Observed	Halt Lane Closures	Allow Lane Closures to
Day falls on:	on:	beginning at:	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. o <mark>n</mark> 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.
- **3.4** Any work requiring a reduction in the number of through lanes of traffic shall be completed during nighttime hours. Nighttime hours shall be considered to be 7:00 p.m. to 6:00 a.m. for this project.
- **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

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authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$1,000 per 15-minute increment for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

**3.5.1** 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. <u>Emergency Provisions and Incident Management</u>

- **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.

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Missouri Highway Patrol – Troop A: 816-622-0800			
Missouri Highway Patrol – Troop D: 417-895-6868			
MoDOT Customer S	ervice: 417-895-7600		
City Marshfield Police: 417-468-4402 City of Marshfield Fire: 417-859-0884			
City of Conway Police: 417-589-4357			
Greene County Sheriff: 417-865-4040			
Webster County Sheriff: 417-859-2247			
EMERGENCY ONLY NUMBERS			
*55 cell phone – Missouri Highway Patrol			
417-864-1160 – MoDOT Incident Management Coordinators			

- **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. Work Zone Intelligent Transportation System NJSP-15-32A
- **1.0 General.** The Work Zone Intelligent Transportation System (WZITS) shall be a portable, real-time, automated, solar powered system that calculates and displays travel time through work zones. The goal of this system is to provide advance traffic condition information to motorists at key decision points due to construction activity. The information reported to the public will include an accurate drive time through the work zone. This system shall be in operation 24 hours per day, seven days per week, during the construction period.

## (\*\*Insert the following paragraph as needed)

**1.1 Pre-Bid Conference.** The WZITS shall be a proven system verifiable by at least ten months of continuous deployment in one or more states. All Contractors/Subcontractors are asked to attend a Pre-Bid Conference at the Missouri Department of Transportation office, (address), on (date). This meeting, which is held to clarify the scope of the work for this project, will begin promptly at (time). All contractors will be required to bring proof of prior deployments as well as contact information from prior deployments (names and phone numbers) to this Pre-Bid Conference. The references will be contacted by the Department and a determination will be made as to whether the Contractor's system meets the requirements and conditions of this specification. The Department reserves the right to reject any bids received from Contractors who do not meet the qualifications and certifications as described here. The decision to reject a bid may be based on information about past performance. It is highly recommended Contractors/Subcontractors attend the Pre-Bid Conference.

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**2.0 Description.** This item shall consist of submittal and approval of a Work Zone Intelligent Transportation System plan, furnishing, installing, relocating, and operating a portable, automated, solar powered real-time work zone system ("Work Zone Intelligent Transportation System") meeting the requirements noted herein, and providing a system manager to maintain the system during the duration of the project. The contractor shall assume responsibility for any damaged equipment due to crashes, vandalism, adverse weather, etc. that may occur during the system's deployment.

- **2.1** The Contractor shall furnish and maintain this system for measuring and delivering real-time messages for the work zone.
- **2.2** The contractor is responsible for coordinating any work in adjacent roadway construction projects.
- **2.3** The contractor will be responsible to relocate the devices as directed by the engineer. When the equipment is no longer required for this project, the contractor shall remove it and retain ownership.

# 3.0 System Requirements

- **3.1** The Work Zone Intelligent Transportation System shall be installed on <u>(location)</u>. It shall consist of the following as a minimum:
  - (#) portable changeable message signs
  - (#) portable non-intrusive traffic sensors
  - 1 central computer

#### 4.0 Smart Work Zone Plan

- **4.1 General.** The contractor shall submit to the Engineer for approval a written and illustrated WZITS Plan three (3) weeks prior to mobilization of any component of the WZITS System. The WZITS Plan shall include the items required in this specification. The Contractor will not be allowed to start any construction activities that will affect traffic on the project until the WZITS Plan is approved by the Engineer.
- **4.2 Content of the WZITS Plan.** The WZITS Plan shall include, as a minimum, the following items:
  - (a) A detailed plan showing the proposed locations of all WZITS devices and equipment description including make and model.
  - (b) A description of all proposed thresholds and proposed CMS messages to be implemented.
  - (c) The name and contact information of the WZITS System Manager.
  - (d) A detailed description of the proposed methods of communication between WZITS devices and WZITS Central Computer and between WZITS Central Computer and the MoDOT Transportation Management Center (TMC) or District Office located at Address.

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(e) Proposed corrective method procedures including response times and notification process.

# Review MnDOT or ATSSA ITS solutions for possible WZITS plans.

**4.3 Approval of Plan.** Approval of the WZITS Plan by the Engineer is required prior to the placement of any WZITS devices. Approval is conditional and will be predicated on satisfactory performance during construction. The Engineer reserves the right to require the Contractor to make changes in the WZITS Plan and operations, at no additional cost to the Commission, including removal of personnel, as necessary, to obtain the quality specified. The Contractor shall notify the Engineer in writing a minimum of seven (7) calendar days prior to any proposed changes in the WZITS Plan. Proposed changes are subject to approval by the Engineer.

#### 5.0 Materials.

- **5.1 Changeable Message Signs.** The Work Zone Intelligent Transportation System shall utilize MoDOT approved portable changeable message signs (CMS) in accordance with Missouri Standard Specifications for Highway Construction section 616 Temporary Traffic Control and 1063 Temporary Traffic Control Devices and Standard Plans for Highway Construction 616.10. Each CMS shall be capable of displaying eight characters on each of three rows. Each CMS power supply shall be properly sized to allow continuous operation for up to ten days during periods of darkness and inclement weather.
- **5.2** Each CMS shall be integrated with a radio/modem, and/or a traffic sensor or other equipment (e.g. controller) mounted on it and shall act as a single "device" for the purpose of communicating with similarly integrated "devices" and displaying real-time traffic condition information. Each device shall be capable of communicating through radios/modems with other device(s) at upstream or downstream locations. MoDOT District TMC or District staff must have the ability to override messages displayed on any CMS in the system. This feature must be password protected and on a website separate from MoDOT's public website.
- **5.3 Portable Non-Intrusive Traffic Sensors**. The Smart Work Zone System traffic sensors shall be side-fired microwave radar type whose accuracy is not degraded by inclement weather and visibility conditions including precipitation, fog, darkness, excessive dust and road debris. These sensors shall be capable of acquiring traffic data from up to six (6) lanes of traffic on a lane-bylane basis.
- **5.4 Central Computer.** The central computer shall provide the functionality described below:

# **General**

- Provide a Graphical User Interface that is compliant with Windows standards.
- Communication between the central computer and any device shall be independent and *non-reliant* upon communications with any other CMS or sensor.
- Alerts to MoDOT <u>TMC or District</u> staff and the Engineer shall be provided via pagers and/or e-mail. Alerts shall be sent in the event of device failure or traffic delays over <u>15</u> minutes.

#### **Data Processing Software**

- The capability to collect and store sensor data.
- The capability to compare traffic data collected from sensors to user-defined thresholds and automatically update one or more CMS's.

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• The capability to estimate travel times and automatically update one or more portable CMS's consistent with user-defined thresholds.

• The capability to display alternate route messages consistent with user-defined thresholds.

## **Data Management**

• Storage of speed, volume, occupancy, CMS message history, and travel times as well as appropriate sensor status for each day.

#### Website

- The Contractor will be responsible for hosting the website and obtaining domain names.
   Possible domain names and overall website design must be submitted to the Engineer for approval prior to it being made available.
- The website shall contain an accurate map of the area affected by the work zone, including state highways or routes that may be used as alternates.
- Icons or hyperlinked text should accurately depict the current location of the system components and give real-time information provided by each component. In the event components are moved to a new location, the website must reflect these changes to the system layout.
- Historical data should be password protected and stored on the website for each day the
  system is in use, with date and time stamps included. The above data shall be available
  to MoDOT staff at all times for the duration of work zone activity. An electronic copy of all
  data, including date and duration of system malfunction, shall be provided to MoDOT staff
  after all work zone activity is completed and the WZITS has been removed.
- The MoDOT <u>TMC or District</u> staff and the Engineer shall have the capability to override messages, via password protection, from the website.
- Device information shall be provided to MoDOT TMC staff through icons or hyperlinked text representing each device. Detectors should provide real-time speeds at the respective locations and CMS's should provide the current message of each sign.
- The website shall be designed and operated to allow <u>20</u> users to access the site at one time.
- **6.0 System Manager.** The contractor shall employ a system manager for the WZITS. The system manager shall be locally available to maintain system components, maintain the website, move portable devices as necessary, and respond to emergency situations. The system manager shall be responsible for coordinating the placement of devices in the project areas. It is the responsibility of the system manager to move system components that interfere with construction operations and relocate the components to another area. The system manager shall supply a local phone number and/or a toll free number to the engineer to contact the system manager or other system representative at any time. The system manager shall not perform any other duties on the jobsite.
- **7.0 Operational Test.** Once the WZITS is installed, it shall undergo a five-day operational test. The operational test shall include a test of the system in operation during a lane closure to ensure that all WZITS equipment (including the <u>changeable message signs, traffic sensors, central computer, communication devices, and website</u>) is operating in a fully functional manner and in accordance with the Smart Work Zone Plan for a duration of at least <u>five (5)</u> calendar days. The contractor shall provide for complete operations support from the vendor during the operational test, and the contractor shall provide verification that the reported drive time through the work zone accurately reflects actual field conditions. If any equipment malfunctions occur for a

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combined period of <u>four (4)</u> hours or more during this operational test on any day, no credit will be given for that day for the operational test period, and the five-day operational test will reset.

- **7.1** The contractor shall maintain records of equipment stoppages and resumptions during the five-day operational test for submission to the engineer for his approval. In the event that ten percent or more of the time similar malfunctions occur that affect the proper operation of the WZITS, the engineer may declare a system component defective and require replacement of the equipment at no additional cost. When a system component defect is declared, the five-day operational test shall begin again after all defective equipment is replaced and the system is fully operational.
- **7.2 Report.** The contractor shall submit a report to the engineer detailing the daily activity of the system during the operational test. The report shall indicate the date and time of any activity necessary to maintain operation of the WZITS during the operational test period. Each entry shall include the following information:
  - Identity of the equipment on which work was performed
  - Cause of equipment malfunction (if known)
  - A description of the type of work performed
  - Time required to repair equipment malfunction

Once the operational test report is received and approved by the engineer, the WZITS will be considered operational and the system will be accepted for use.

- **8.0 Method of Measurement.** Work Zone Intelligent Transportation System (WZITS) shall be measured by one lump sum and shall be divided into the following payment schedule:
  - 35 percent will be paid when all of the WZITS equipment is delivered to the jobsite.
  - 25 percent will be paid when the engineer approves the Operational Test Report.
  - 20 percent will be paid after 30 calendar days of full system operation.
  - 20 percent will be paid after traffic is in its final position, the contractor's equipment has been removed from the project, and historical data has been provided to the engineer.
- **8.1 Deduction for Failed System.** A percentage of the lump sum will be deducted should the system malfunction for three (3) or more consecutive calendar days or any total of five (5) calendar days in any one calendar month after the approval of the operational test. This deduction will be based on a ratio of calendar days of unsuccessful operation to total calendar days of operation following the approval of the operational test. This deduction will not reduce the total system payment to less than 60 percent of the lump sum.
- **9.0 Basis of Payment.** Payment for submittal and approval of a Work Zone Intelligent Transportation plan, furnishing, installing, relocating, operating, maintaining, testing, monitoring, providing a website, providing historical data, and removal of the Work Zone Intelligent Transportation System (WZITS), including all items required for proper operation of this installation, will be completely covered by the contract unit price for Item Number XXX XX.XX, "Work Zone Intelligent Transportation System," per lump sum.

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# F. Contractor-Furnished and Install Closed Circuit Television (CCTV) Assembly

#### 1.0 General.

- **1.1 Description.** The contractor shall install a Contractor furnished IP (Internet Protocol) closed circuit television (CCTV) assembly on a new Camera Pole, as indicated in the plans, and install a Contractor furnished power supply and surge protection in a new pole-mounted CCTV cabinet. Provide cable connecting the camera to the equipment in the cabinet and to ground, set up the camera assembly, and test for proper operation.
- **1.2 Compatibility.** All CCTV cameras must be able to integrate with the Southwest District's latest Advanced Traffic Management System (ATMS) and its related interfaces.

# 2.0 Materials.

- **2.1** Camera assembly, mounting bracket, power supply, and surge suppressors will be provided by the Contractor. The cable connecting the camera to the cabinet will also be provided by the contractor.
- **2.2 CCTV Camera.** All CCTV cameras purchased and installed on this project shall be selected from the list below. These are the only CCTV cameras that are tested and fully functional with the version of latest ATMS software that the Southwest District is currently operating:

CCTV Manufacturer	Model	Connection Type
CostarHD (formerly	4220HD RISE Dome	Outdoor cat5e
known as Cohu)		
WTI	Viper H.264 HD30L	Outdoor cat5e
Axis	Q6155-E Dome	Outdoor cat5e
Bosch	MIC 7000i	Outdoor cat5e

- **2.3 POE Injector.** The Power Over Ethernet (POE) injector shall be of a make and model produced by the manufacturer of the camera. The POE injector shall operate on standard 120 VAC at 60 Hz electrical service and shall not be affected by transient voltages, surges, and sags normally experienced on commercial power lines. The POE injector shall have an operating temperature range of -40 degrees F (-40 degrees C) to 158 degrees F (70 degrees C).
- **2.4 Surge Protection.** The cable between the POE injector and the camera assembly shall be protected by a surge protection device in the cabinet that meets the following requirements:
  - a) UL listed and labeled to current editions of UL 497B and UL 497C
  - b) Operating Temperature: -20 degrees F (- 28 degrees C) to 122 degrees F (50 degrees C)
  - c) Operating Humidity: 95% RH non-condensing
  - d) Wall, DIN rail or 19" rack mountable
  - e) Three stage protection
  - f) Maximum Continuous Operating Voltage: 44-52 V
  - g) Data Rate: >100 Mbps
  - h) Frequency: 125 MHz
  - i) Surge Capacity: 10kA per mode (8x20 μs)
  - j) Maximum Let-Through Voltage <90Vpk

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**2.5 Cables.** Provide CAT 5e outdoor rated cable to carry power, video, and camera control between the camera and POE injector. Between the POE injector and the Ethernet switch an outdoor rated CAT 5e patch cable with factory terminated connectors shall be used. These cables shall meet requirements of applicable manufacturers listed in Section 2.2 above.

**2.6 Banding.** Provide stainless steel bands to affix the mounting bracket to the pole. The banding shall be 1-inch wide, 0.044-inch thick, stainless steel.

## 3.0 Construction Requirements.

- **3.1** The contractor shall coordinate this work as well as any ITS (Intelligent Transportation System) network changes with MoDOT Southwest District ITS Group in advance via an email to John.Leporte@modot.mo.gov.
- **3.2** The contractor shall use the latest manufacture camera firmware.
- **3.3** Install the dome so that the pole does not block the camera's view of traffic. Unless directed differently by the engineer, install the camera in the same position as the existing camera.
- **3.4** To confirm the existing camera pole is properly grounded, use a device that measures resistance to ground using the three-point fall-of-potential method to ensure that the resistance from the pole to ground does not exceed 8 ohms. If resistance exceeds the 8 ohms threshold report to the engineer.
- **3.5** Terminate all the cables on surge protectors, install the Contractor furnished power supply in the cabinet, and connect the camera power circuit to the power supply. Connect POE injector port to the existing Ethernet switch in the cabinet.
- **3.6** Restrict the camera's field of view, if necessary, so that a user cannot use the cameras to look in the windows of dwellings. To the extent that it does not interfere with the use of the camera for traffic management purposes, ensure that a camera cannot be used to view residential property. The camera should have clear view of all approaching traffic lanes. Prior to creating these restrictions, submit to the engineer a written description of the proposed restrictions to be installed at each camera, and the proposed method of achieving them. It shall not be possible for an operator to override these restrictions without intervention by his or her supervisor. Affixing a mask to the inside of the clear dome shall be an acceptable method to achieve this. Highlight situations in which there is a conflict between the need to protect privacy and the need to know about traffic situations. Revise the field of view restrictions as directed by the engineer.
- **3.7** Apply a rain repellent coating to the outside of the lower dome, following the coating manufacturer's instructions. The coating must be recommended by the CCTV manufacturer for use on their equipment.
- **3.8** The CCTV pole shall be installed per manufacturer requirements.
- **3.9** The CCTV pole foundation/footing shall be installed per manufacturer requirements.
- **3.10** The fiber optic cable installed from the CCTV pole-mounted cabinet to the Commission's hand hole shall be installed per manufacturer requirements and shall be comprised of 24-count, loose tube single mode, 12 fibers per tube.

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# 4.0 Acceptance Testing.

**4.1** Upon delivery of a shipment of camera assemblies, the Contractor shall conduct a visual inspection and test of the camera assemblies to check for manufacturing defects and shipping damage. The camera assembly shall be powered during this testing, and tests shall follow procedures developed by the manufacturer and approved by the engineer. The engineer will witness this testing and the contractor may witness this testing if he or she chooses. The Contractor shall be responsible for replacing all defective units uncovered by this testing.

- **4.2** After installing the camera assembly, test it using the same procedures used when the camera assemblies were delivered. In addition, demonstrate that the agreed upon viewing restrictions have been implemented. If the installed camera assembly fails to operate properly, and the problem cannot be fixed by changing the wiring or setup parameters, the camera assembly will be deemed defective and the contractor shall return it to the manufacturer for replacement at Contractor's expense. Except for costs borne by the manufacturer under their warranty agreement, the cost of replacement shall be borne entirely by the contractor.
- **4.3** MoDOT ITS Group shall inspect this CCTV assembly installation as well as the related network devices for proper operations prior to acceptance.
- **5.0 Basis of Payment.** Measurement and payment for furnishing and installing the camera assembly installation includes testing, grounding testing, and all miscellaneous hardware required for a safe, fully operational camera assembly. Payment will be made as follows:

Item No.	Туре	Description
910-99.02	Each	Misc. CCTV Camera Assembly
910-99.02	Each	Misc. Install CCTV Camera Assembly
910-99.02	Each	Pole Foundation, CCTV
910-99.02	Each	CCTV Pole, Installed
910-99.03	LF	Misc. CCTV Camera Cable
910-99.03	LF	Fiber Optic Cable

# G. <u>Project Contact for Contractor/Bidder Questions</u>

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

Andrew Bowman, PE – Transportation Project Manager MoDOT – Southwest District 3025 E. Kearnev St. PO Box 868

Springfield, MO 65803

Telephone Number: 417-895-7688 Email: <u>Andrew.Bowman@modot.mo.gov</u>

All questions concerning the bid document preparation can be directed to the Central Office – Design at (573) 751-2876.

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# H. <u>Utilities</u>

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

<u>Utility Name</u>	Known Required Adjustment	<u>Type</u>
AT&T – Distribution Scott Hall 600 St. Louis, Rm 630 Springfield, MO 65806 417-849-8265 sh4949@att.com	None	N/A
CenturyLink Bobby Kennedy 110 E. Hadley St Republic, MO 65738 417-860-4526 bobby.kennedy@lumen.com		
Liberty Utilities – Transmission Aaron Russell 3400 Kodiak Road Joplin MO 64804 417-551-2068 aaron.russell@libertyutilities.com	None	N/A
Liberty Utilities – Distribution Bryan Harp 3400 Kodiak Road Joplin MO 64804 417-630-8170 bryan.harp@libertyutilities.com	None	N/A
Level 3 (now CenturyLink) relocations@brightspeed.com relocations@lumen.com		

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Mediacom Greg Harrell or Kyle Keller (not sure which) 1533 S. Enterprise Springfield, MO 65804 417-353-4115 (Greg) 417-496-8577 (Kyle) gharrell@mediacomcc.com kkeller@mediacomcc.com	None	N/A
Sho-Me Technologies Brad McGoon 301 West Jackson St Marshfield, MO 65706 417-830-6717 dmcgoon@shomepower.com	None	N/A
Summit Natural Gas James Trujillo 272 Keystone Industrial Park Dr Camdenton, MO 65020 (660) 473-1933 JTrujillo@Summitutilitiesinc.com	None	N/A
Webster Electric Shannon Beeler 120 Vivian St Marshfield, MO 65706 417-988-2385 beeler@websterec.com	None	N/A
Laclede Electric Kurt Gremmler 1400 E. Route 66 Lebanon, MO 65536 417-533-4085 kgremmler@lacledeelectric.com	None	N/A
MoDOT Joe Dotson 2455 N. Mayfair Ave Springfield, MO 65803 417-599-3043 joseph.dotson@modot.mo.gov		

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Laclede County PWSD 3 23006 Paradise Drive Lebanon, MO 65536 417-532-4525 www.lacledepwsd3.com	None	N/A
City of Strafford Drew Gateley 126 S. Washington Ave Strafford, MO 65757 417-353-2450 dgateley@straffordmo.net	None	N/A
City of Marshfield – Water Richard Nevills 798 S. Marshall St Marshfield, MO 65706 417-859-2352 rnevills@marshfieldmo.gov	None	N/A
City of Marshfield – Sewer John O'Dell 798 S. Marshall St Marshfield, MO 65706 417-859-4224 Jodell@marshfieldmo.gov	None	N/A
City of Conway Jimmy Scott 115 S. Main Conway, MO 65632 417-589-6672	None	N/A

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the Contractor to verify the above listing information indicating existence, location, and status of any facility. Such verification includes direct contact with the listed utilities.

# **2.0** Project Specific Provisions (Drafter to Provide)

# I. Optional Pavements

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**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 payement, 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.

#### J. Alternates for Pavements

**1.0 Description.** This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete, constructed on a prepared subgrade in accordance with the standard specifications and in conformity with the lines, grades, thickness and typical cross sections shown on the plans or established by the engineer.

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

#### 2.0 Mainline Pavements

2.0.1 A sum of \$	(amount to	be inserted by	Central Office) will	be added by the
Commission to the	e total bid using an	asphalt alternat	e for the Mainline	pavement for bid
comparison purpos	es to factor in life cycl	le cost analysis d	of the roadway. The	additional amount
added will not repre	esent any additional pa	ayment to be made	de to the successful	bidder and is used
only for determining	the low bid.			

#### 2.1 A2 Shoulders

- **2.1.1** A sum of \$\_\_\_\_\_(amount to be inserted by Central Office) will be added by the Commission to the total bid using an asphalt A2 Shoulder alternate for the I-44 Eastbound Mainline Realignment pavement for bid comparison purposes to factor in life cycle cost analysis of the roadway. The additional amount added will not represent any additional payment to be made to the successful bidder and is used only for determining the low bid.
- **2.2** The quantities shown for each alternate reflect the total square yards of pavement surface designated for alternate pavement types as computed and shown on the plans. No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.
- **2.3** The grading shown on the plans was designed for the thinner concrete pavement alternate.
- **2.4** Pavement alternates composed of Portland cement concrete shall have contrast pavements for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall comply with Sec 620. No additional payment will be for the contrast pavement markings.
- **3.0 Method of Measurement**. The quantities of concrete pavement will be measured in accordance with Sec 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Sec 403.22.
- **4.0 Basis of Payment.** The accepted quantity of the chosen alternate and other associated items will be paid for at the unit price for each of the appropriate pay items included in the contract.
- **4.1** For projects with previously graded roadbeds, any additional quantities required to bring the roadway subgrade to the proper elevation will be considered completely covered by the pay item for Subgrading and Shouldering.
- **4.2** For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for alternate pavements.
- K. Disposition of Existing Lighting Equipment

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**1.0 Description.** All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, and other equipment noted in the plans shall be removed by the Contractor and delivered to the following location:

Springfield Maintenance Building 2455 N. Mayfair Avenue Springfield, MO 65803 Contact: Joe Dotson

Ph: (417) 895-7599

- **2.0** The Contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the Contractor's negligence, it shall be replaced at the Contractor's expense. The Contractor shall dispose of any other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.
- **3.0 Basis of Payment.** Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.
- L. Removal of Existing Highway Signs, Posts, Footings, and Delineators
- **1.0 Description**. All Commission-owned signs removed from the project shall remain the property of the Commission and shall be disassembled and delivered as specified herein.
- **2.0 Construction Requirements.** Existing sign footings shall be removed to 6 inches below the adjacent ground if not covered by embankment.
- **2.1** The Contractor shall exercise reasonable care during removal and handling of signs and posts. All signs and materials designated to be reused and relocated that are damaged due to Contractor negligence shall be replaced at the Contractor's expense.
- **2.2 Disassembly and Delivery**. All Commission-owned signs, not to include abandoned billboard signs, designated for removal in the plans, and any other signs designated by the engineer, shall be removed by the Contractor, and delivered to the address below. The Contractor shall call the phone number listed below 48 hours prior to delivery and make arrangements for delivery during normal business hours.

Marshfield Maintenance Building 331 Pin Oak Loop Marshfield, MO 65706 Contact: David Twyman

Ph: (417) 859-2219

**2.2.1** Signs shall be removed from sign supports and structures prior to delivery. Sign supports and structures shall become the property of the Contractor and removed from the project. Any oversized sign panels shall be disassembled or cut into widths of 8-feet or less with no restriction on length. Signs shall be stacked neatly in bins provided by MoDOT at the delivery site.

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

- M. Lighting Power Cables
- **1.0 Description.** This work shall consist of installing new power cables for the lighting equipment at the locations listed below, and further described in the plans.
- **1.1** Route B Power Source to Power Supply
- **1.2** Sampson Road Power Source to Power Supply
- **2.0 Construction Requirements.** All materials and work performed for this item shall be in accordance with applicable portions of Section 1061 of the Standard Specifications.
- **3.0 Basis of Payment.** All costs incurred for equipment, labor, materials or time required to fulfill this provision, shall be considered completely covered by the contract unit prices listed below.

Item No.	Type	<b>Description</b>
901-99.03	LF	Cable, 500 KCMIL 3 Cond. 4/0 AWG Ground
901-99.03	LF	Cable, 250 KCMIL 3 Cond. 1 AWG Ground

- N. <u>Guardrail Grading Requirements</u> 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 require grading of the shoulder and/or slopes, Section 606.3.1(b), (c), and 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.

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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.

## O. Bituminous Strip for Guard Cable

- **1.0 Description.** The Contractor shall place a bituminous strip under new guard cable installations as approved by the engineer and as noted in the plans.
- **2.0 Construction Requirements.** The bituminous strip shall be 4 feet wide by 4 inches thick and composed of BP-1 mix. Existing vegetation shall be removed prior to installation of the bituminous material.
- **3.0 Method of Measurement.** Final measurement will not be made except where appreciable errors are found in the contract quantity.
- **4.0 Basis of Payment.** Payment for the bituminous strip as described in this provision will be made at the contract unit price for 401-99.05 Bituminous Strip BP-1 (4" Thick) per square yard.

# P. Order of Construction

- **1.0 Description.** This project is composed of multiple stages of construction that must be built in a specific sequence to minimize costs and impacts to traffic.
- **2.0 Construction Requirements.** The Contractor shall complete the construction for this project in the following order:
  - Stage 1: Install the video camera at the Route B interchange near Northview as their first stage of construction. The video camera is necessary to provide MoDOT to up to date information of I-44 for improved incident management and emergency response.
  - Stage 2: Complete all construction activities for the deceleration lanes at the Conway Welcome Center, Sampson Road interchange, Route 38 interchange and Route B interchange. In addition, complete all construction activities for the curve realignment for the I-44 eastbound lanes, including final grading, paving, and pavement marking and connections from the new realigned lanes to the existing I-44 eastbound lanes prior to beginning the full depth pavement replacement on the I-44 westbound lanes. This does not include construction of the temporary bypasses for the pavement replacement which may be built earlier as approved by the engineer.

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

- Q. <u>Shoulder Grading</u> NJSP-15-27A
- **1.0 Description.** This work shall consist of excavating and grading the existing shoulder to facilitate placement of shoulder pavement, as well as backfilling the shoulder and shaping the fore slope following placement of the shoulder pavement.
- **2.0 Construction Requirements.** The shoulder shall be excavated and graded as shown on the typical section with minimal disturbance of the existing sub-grade and fore slope. Density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the engineer.
- **2.1** Following placement of the shoulder pavement, the shaping of the fore slope shall be done to backfill the shoulder edge as shown on the typical section.
- **2.2** It may be necessary to go outside the limits of the right of way to obtain additional material or to dispose of excess material. All costs for providing additional material or disposing of excess material shall be included in SHOULDER GRADING.
- **2.3** Included in this work is any pavement edge treatment that might be necessary in order to stay in compliance with the Standard Plans. The need for edge treatment is determined by the contractor's method of operations.
- **3.0 Method of Measurement.** Final measurement will not be made except where appreciable errors are found in the contract quantity.
- **3.1** Where required, measurement will be made to the nearest 10 feet, separately for the length of shoulder along each side of the roadway, measured along centerline of the traveled way and totaled to the nearest 100 feet for the sum of all segments.
- **4.0 Basis of Payment.** Payment for SHOULDER GRADING as described in this provision will be made at the contract unit price for pay item 212-99.00 MISC. SHOULDER GRADING.
- R. Temporary Long-Term Rumble Strips JSP-13-04C
- **1.0 Description.** The work shall include furnishing, installing, maintaining, and removing long-term rumble strips, as shown in the plans, or as designated by the engineer.

#### 2.0 Material.

- **2.1** The long-term rumble strips shall be 10 feet to 12 feet in length, fabricated from a polymer material, and be orange in color.
- **2.2** The long-term rumble strips shall have a minimum width of 4 inches, but no greater than 6 inches. The long-term rumble strips shall have a minimum thickness of 0.25 inch, but no greater than 0.50 inch.
- **2.3** The long-term rumble strips shall have a pre-applied adhesive backing for securing to the asphalt or concrete roadway surface.

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

- **3.1** Each set shall consist of five individual strips spaced ten to twelve feet on center.
- **3.2** The long-term rumble strips removal process shall not damage the roadway surface. If any damage occurs to the pavement during the removal of long-term rumble strips, the Contractor shall replace or repair the damaged pavement at no cost to the Commission.
- **4.0 Method of Measurement.** Measurement of long-term rumble strips will be per each complete set of five strips.
- **5.0 Basis of Payment.** The accepted quantity of Temporary Long-Term Rumble Strips sets will be paid for at the contract unit price for 616-20.02, Temporary Long-Term Rumble Strips, per each set. The long-term rumble strips unit bid price shall include the cost of all labor, equipment, and materials to install, maintain, and remove the rumble strips.
- S. <u>Use of Crossovers and Truck Entrances</u> JSP-04-10
- **1.0 Description.** The contractor is advised that at no time shall the contractor be allowed to use the existing median crossovers or install temporary crossovers to turn around during hauling operations or for the moving of equipment. The contractor is also prohibited from constructing any temporary entrances to the mainline of the interstate.
- **2.0 Basis of Payment** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provision.
- T. 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 (<a href="www.modot.org/quality">www.modot.org/quality</a>).
- **3.0 Quality Control Testing and Reporting.** Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

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**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

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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.
- U. 3- or 4- Strand High Tension Cable Barrier
- **1.0 Description.** This work shall consist of all labor, equipment, and materials to remove, install, repair, and replace a 3- or 4- strand cable barrier system including all hardware and appurtenances as shown on the plans or as directed by the engineer. The cable barrier system shall function in accordance with the requirements of NCRHP 350, Test Level 3, and be approved by the Federal Highway Administration. Test Level 3 acceptable products, for use as a cable barrier system, are included in the list of prequalified products displayed on MoDOT's website. Acceptable products shall include galvanized high-tension wire ropes and anchorages. The cable barrier system shall be constructed as shown on the plans, with a maximum deflection of 9 feet.
- **2.0 Construction Requirements.** Line posts shall be provided in accordance with the manufacture's shop drawings and shall be placed plumb. Spacing of the posts shall not exceed 20 feet.
- **2.1 Anchor Assemblies.** An anchor assembly, as specified in the manufacturer's shop drawings, shall be constructed at each end of a cable barrier run. The anchor assembly shall function in accordance with the requirements of NCRHP 350, Test Level 3, and be approved by the Federal Highway Administration. Anchors shall be constructed on firm, stable, undisturbed soil to the minimum dimension shown on the shop drawings. Anchor bolts and anchor post slip bases shall be firmly held in position at the top by templates during concrete replacement. Backfill shall be thoroughly compacted with mechanical tampers with care taken to prevent damage to the finished concrete. Backfill shall be brought up level with the finished grade line.
- **2.2 Cable.** The galvanized wire rope shall be  $\frac{3}{4}$ " pre-stretched 3 x 7 construction as approved by the Federal Highway Administration during the system's acceptance testing. Threaded terminals (wedge or swaged type) shall be furnished. Swaged terminals may be shop- or field-swaged. Threaded terminals shall be right hand (RH) or left hand (LH) threaded M 24 x 3 pitch to ANSI B 1.13 M. The body of the threaded terminal shall provide a minimum of 5.9" of wire rope penetration depth. Threaded terminals shall be galvanized after threading to ASTM A 151. Turnbuckle or rigging screws shall be of the size and shape shown in the manufacturer's shop drawings. Rigging

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screws shall be of a solid or closed body type with two inspection holes to determine threaded rope terminal penetration. Rigging screws shall be galvanized to ASTM A 153 after threading.

- **2.3 Cable Tensioning.** The cable height above ground shall be in accordance with the manufacturer's shop drawings. The cable shall be tensioned immediately after initial installation. Tension shall be rechecked and adjusted, if necessary, three to five days after initial tensioning on cable system sections with lengths greater than 2500 feet. A tension log form shall be completed showing: the time, date, location, ambient temperature and final tension reading, signed by the person performing the tensioning, and furnished to the engineer upon completion of the work. This form shall also include the system manufacturer's recommended tension chart.
- **2.4 Delineators.** Delineator spacing and reflector colors shall be in accordance with Sec 606.10.
- **3.0 Method of Measurement.** Measurement of the cable barrier will be made from center of line posts, totaled to the nearest linear foot. 3.1 Anchor Assemblies. Measurement of anchor assemblies will be made per each.
- **4.0 Basis of Payment.** The accepted quantities of cable barrier, anchor assemblies, cable barrier to guardrail interfaces will be paid for at the contract unit price with Item No. 606-99.03 High Tension Guard Cable, 3-Strand (per linear foot), Item No. 606-99.02 HTGC Anchor Assembly (per each), and Item No. 606-99.02 Cut Exist. Cable, Install Anchor and Retention Cable (per each). Any anchor assembly required for cable to guardrail transition shall be considered included in the contract unit price for cable to guardrail transition. No direct payment will be made for delineators or setting post in rock.
- V. Removing and Replacing or Reinstalling Mile Markers
- **1.0 Description.** This work shall consist of all labor, equipment, and materials to remove and replace or reinstall mile markers along both the eastbound and westbound lanes of I-44 as shown on the plans or as directed by the engineer.
- **2.0 Construction Requirements.** The Contractor shall remove and replace or reinstall mile markers along the eastbound and westbound lanes of I-44 every 0.2 of a mile as shown in the plans and approved by the Engineer. All markers shall be installed per Standard 903.03 and as directed by the Engineer.
- **3.0 Basis of Payment.** All labor, equipment, and material costs to remove, replace or reinstall mile markers will be paid for at the contract unit price for 903-99.02, Removing and Reinstalling Mile Markers (EB I-44), per each, and 903-99.02{1}, Removing and Replace Mile Markers (WB I-44), per each.
- W. Winter Months Requirements JSP-15-07A
- **1.0 Description.** This project contains work which spans the winter months.
- **2.0 Work to be Completed.** When the Contractor ceases operations for the winter months, any paving operation performed by the Contractor shall not result in a lane height differential between adjacent lanes.
- **3.0 Maintenance of Pavement Marking.** Prior to ceasing operations for winter months, a permanent or temporary stripe shall be provided on any completed length to the point that the

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original stripe was obliterated or obscured by the Contractor's operation. Temporary striped areas shall be re-striped with the remaining route upon performance of the final striping.

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

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

# X. <u>Tree Clearing Restriction</u>

- **1.0 Description.** The project is within the known range of the federally protected gray bat (endangered), Indiana bat (endangered), northern long-eared bat (currently threatened), and tricolored bat (proposed endangered). The Indiana, northern long-eared, and tri-colored bats are known to roost in trees with suitable habitat characteristics during summer months. Gray bats are cave obligate species.
  - **1.1** MoDOT has determined that suitable roost trees exist within the project area. An acoustic survey has been conducted and found that gray bat and tricolored bats are present in the project area.
  - **1.2** Because an acoustic survey showed no currently listed species in the project area, trees may be removed at any time.
  - **1.3** To avoid impacts to future federally protected species, trees must come down after November 1<sup>st</sup> and before March 31<sup>st</sup>, when tricolor bat listing is expected to be finalized.
- **2.0 Basis of Payment.** No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.
- Y. Restrictions for Migratory Birds NJSP-16-06A
- **1.0 Description.** Swallows or other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge or bridges that will be repaired under this contract.
- **2.0 Restrictions.** To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.
- **3.0 Avoidance Measures.** The contractor shall not disturb active nests or destroy adults, eggs or young birds. In an effort to comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.
- **3.1 Inactive or Partially Constructed Nests.** If nests are present and MoDOT determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer and only if water is free of blasting grit, chemicals, or detergents, and

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applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.

- **3.2 Water and Equipment Used for Hydro cleaning.** Aquatic invasives such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels (barges, boats, tugs, tankers, etc.) and equipment (tanks, tubing, pumps, etc.) that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of invasives, these species can be introduced into areas not currently known to have a population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through MoDOT projects in Missouri streams and lakes, the following precautions shall be followed.
- **3.2.1 Use of Water from Streams, Lakes or Ponds.** Contractors shall not use water for nest removal from streams, lakes or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the equipment to be used has not previously contained waters from streams, lakes or ponds. If the equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.
- **3.2.1.1 Equipment Washing.** Prior to the use or re-use of equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) and hot (minimum 120° F) water, for at least one minute.
- **3.2.1.2 Equipment Treating or Drying.** Equipment shall be treated or dried in one of the following manners.
- **3.2.1.2.1** Equipment interior and/or other surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. This solution must also be run through all intake lines and hoses, to sterilize interior components. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of in accordance with Sec 806.
- **3.2.1.2.2** Equipment interior and/or other surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces. 140 ° F water must also be run through all intake lines and hoses, to purge any standing water.
- **3.2.1.2.3** Equipment shall be flushed of all non-municipal water, and dried thoroughly, in the sun before using in or transporting between streams and lakes. Dry times will depend on the season the equipment is being used. Equipment must dry a minimum of 7 days for June-September, 18 days for March-May; 18 days for October-November, and 30 days for December-February. The drying method should be reserved as a last resort option.
- **3.2.2** Prior to use of equipment, contractors shall provide the MoDOT inspector written documentation of the equipment's geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating the

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contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.

**3.3 Active Nests.** The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and/or nests. At a minimum, work shall not be performed within 10 feet of an active nest; however, the contractor is responsible for ensuring their activities do not impact the nests, eggs, or young.

**4.0 Additional Responsibilities.** If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the contractor shall notify the Resident Engineer and contact the MoDOT Environmental Section (573-526-4778) to determine if there are other allowable options.

## Z. Clean Water Act Section 404 Permit Requirements

- **1.0 Description.** The Contractor shall be aware that any work within streams, wetlands, or special aquatic sites requires a Clean Water Act Section 404 permit from the United States Army Corps of Engineers (USACE).
- **2.0** This project meets the conditions of the following listed permits with no pre-construction notification (No PCN) to the USACE:

Section 404 Nationwide Permit (NWP) 14

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

Section 404 Nationwide Permit (NWP) 14

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

# AA. Supplemental Revisions JSP-18-01AB

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

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

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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;

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(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 webbased Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).
- **5.0 Stormwater Deficiency Corrections.** All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.
- **5.1 Liquidated Damages.** If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines, and penalties. These damages are not

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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.

Anti-Discrimination Against Israel Certification

By signing this contract, the Company certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

- **1.0 Description.** This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.
- **2.0 Materials**. The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.
- **2.1 Product Approval.** The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.
- **2.2 General.** GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

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Table 1 – GTR Material Properties			
Property	Test Method	Criteria	
Specific Gravity	ASTM D1817	1.02 to 1.20	
Metal Contaminates	ASTM D5603	<u>&lt;</u> 0.01%	
Fiber Content	ASTM D5603	<u>&lt;</u> 0.5%	
Moisture Content	ASTM D1509	<u>&lt;</u> 1.0%*	
Mineral Filler	AASHTO M17	<u>&lt;</u> 4.0%	

<sup>\*</sup>Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

**2.3 Gradation**. The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

Table 2 – GTR Gradation			
Sieve	Percent Passing by Weight		
No. 20	100		
No. 30	98-100		
No. 40	50-70		
No. 100	5-15		

- **3.0 Delivery, Storage, and Handling.** The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.
- **4.0 Feeder System.** Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within ± 3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within ± 3 percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

**4.1 Batch Plants.** GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.

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**4.2 Drum Plants.** The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

- **5.0 Testing During Mixture Production.** Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.
- **6.0 Construction Requirements.** Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.
- **7.0 Mix Design Test Method Modification.** A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.
- 8.0 Mix design Volumetrics. Mix design volumetric equations shall be modified as follows:
- **8.1** Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder
- 8.2 GTR shall be included as part of the aggregate when calculating VMA of the mix.
- **8.2.1** GTR SPG shall be 1.15
- **8.3** Mix G<sub>sb</sub> used to determine VMA shall be calculated as follows:

$$G_{sb\ (JMF)} = \frac{(100 - P_{bmv})}{\left(\frac{P_s}{G_{sb}} + \frac{P_{GTR}}{G_{GTR}}\right)}$$

where

 $G_{sb\ (JMF)} = bulk\ specific\ gravity\ of\ the\ combined\ aggregate\ in cluding\ GTR$ 

 $P_{bmv}$  = percent virgin binder by total mixture weight

 $P_s = percent \ aggregate \ by \ total \ mixture \ weight \ (not \ including \ GTR)$ 

 $P_{GTR} = percent\ GTR\ by\ total\ mixture\ weight$ 

 $G_{sb} = bulk \ specific \ gravity \ of \ the \ combined \ aggregate \ (not \ including \ GTR)$ 

 $G_{GTR} = GTR \ specific \ gravity$ 

**8.4** G<sub>se</sub> shall be calculated as follows:

$$G_{se} = \frac{(100 - P_b - P_{GTR})}{\left(\frac{100}{G_{mm}} - \frac{P_b}{G_b} - \frac{P_{GTR}}{G_{GTR}}\right)}$$

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# **8.5** P<sub>be</sub> shall be calculated as follows:

$$P_{be} = P_b - \frac{P_{ba}}{100} * (P_s + P_{GTR})$$

**9.0 Minimum GTR Amount.** The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
		PG 64-22	10 %
PG 70-22	0 - 30	PG 64-22	5 %
		PG 58-28	10 %
PG 64-22	0 – 40*	PG 58-28	5 %
		PG 52-34	10 %
PG 58-28	0 – 40*	PG 52-34	5 %
		PG 46-34	10 %

<sup>\*</sup> Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

#### Delete Sec 403.19.2 and substitute the following:

**403.19.2 Lots.** The lot size shall be designated in the contractor's QC Plan. Each lot shall contain no less than four sublots and the maximum sublot size shall be 1,000 tons. The maximum lot size shall be 4,000 tons for determination of pay factors. Sublots from incomplete lots shall be combined with the previous complete lot for determination of pay factors. When no previous lot exists, the mixture shall be treated in accordance with Sec 403.23.7.4.1. A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with Sec 403.11.

#### Delete Sec 106.9 in its entirety and substitute the following:

#### 106.9 Buy America Requirements.

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

#### 106.9.1 Buy America Requirements for Iron and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore,

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any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

# 106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

- **106.9.2** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.
- **106.9.3** "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.
- **106.9.4** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.
- **106.9.4.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.
- **106.9.4.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form (<u>link to certificate form</u>) 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 req

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uest by the engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.4.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

**106.9.5** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials. Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

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

#### 106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.

"The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project." The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

#### 106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
  - (i) Processed into a specific form and shape; or
  - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

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(b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

**106.9.7.1** Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

**106.9.7.2** Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

# Delete Sec 109.14.1 thru Sec 109.14.8 and substitute the following:

**109.14.1 Monthly Fuel Index**. Each month, the Monthly Fuel Index will be established as the average retail price per gallon for Ultra Low Sulfur Diesel for the Midwest (PADD 2) area as posted on the first Monday of the month by the U.S. Energy Information Administration (EIA). Should the posted price not be available for any reason, the MoDOT State Construction and Materials Engineer will use reasonable methods, at their sole discretion, to establish the Monthly Fuel Index on an interim basis until the EIA resumes its publication.

# 109.14.2 Fuel Adjustment Calculation.

B = Base Fuel Index = Monthly Fuel Index in the month in which the project was let

C = Current Index = Monthly Fuel Index in the month in which the work was performed

U = Units of work performed within the current pay estimate period (applicable pay units)

F = Total Fuel Usage Factor (gal./applicable pay units)

Fuel Adjustment (Dollars) =  $(C - B) \times U \times F$ 

**109.14.3** Each pay estimate period, a fuel adjustment payment or deduction will be applied for the quantity of work performed that period on each qualifying pay item. For calculation of the fuel adjustment, work performed on the first day of a month will generally be included with the second estimate in the previous month to keep fuel adjustments in sync with MoDOT's normal payment estimate period schedule. The Commission reserves the right to include work performed on the first day of the month with the current month to accommodate financial accounting termini, such as the beginning of the state and federal fiscal years (July 1 and October 1).

**109.14.4** If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the proposal. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

Disposal of Blast Media and Paint Residue

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**1.0 Description.** Whereas Sec 1081.10 requires delivery of Blast Media and Paint Residue (BMPR) produced from bridge coating activities to The Doe Run Company for recycling, and considering the amount of BMPR produced on all active MoDOT projects statewide at any given point in time may exceed the recycling capacity of Doe Run, this provision allows for an alternate method of disposal of BMPR. The contractor, at its discretion, can choose this disposal option or the Doe Run recycle option, when both are available. When Doe Run is not currently capable or agreeable to accept the BMPR, this alternate disposal option shall be considered mandatory, and at no additional cost to the Commission.

- **2.0 Disposal in Landfill.** In lieu of delivery to Doe Run for recycling, BMPR material shall be disposed in the appropriate type of approved landfill, as determined by Toxicity Characteristic Leaching Procedure (TCLP) testing. The material must be TCLP tested to determine if it contains a level of hazardous waste such that requires disposal in a hazardous waste landfill. A sampling plan for testing shall be submitted to MoDOT for review and concurrence. Sampling shall be performed by the contractor. MoDOT will witness the sampling to ensure it is conducted per the plan submitted.
- 2.1 The contractor shall submit the collected samples to a qualified third-party testing facility to perform TCLP testing. If the sample indicates that the BMPR material qualifies as hazardous waste, then the materials represented by that sample shall be delivered to a licensed hazardous waste landfill for disposal. The contractor shall be responsible for hiring a licensed hazardous waste transporter to transport the hazardous waste to the landfill. The contractor shall comply with all applicable laws and regulations for storage and shipping of the hazardous waste material. If the testing indicates that the BMPR material qualifies as a special waste, it shall be taken to a certified landfill for disposal. The contractor shall be responsible for the transportation of the special waste material to the certified landfill. The requirement to ship the BMPR material by barrels will be waived. Any alternate containers utilized shall comply with all applicable laws and regulations for shipping this type of special waste material. Copies of all shipping manifests, landfill disposal agreements, and any other legally required documentation shall be provided to the engineer.
- **3.0 Basis of Payment.** No payment will be made for any costs associated with this landfill disposal option, including, but not limited to, sampling, testing, delivery, temporary storage, or disposal fees.