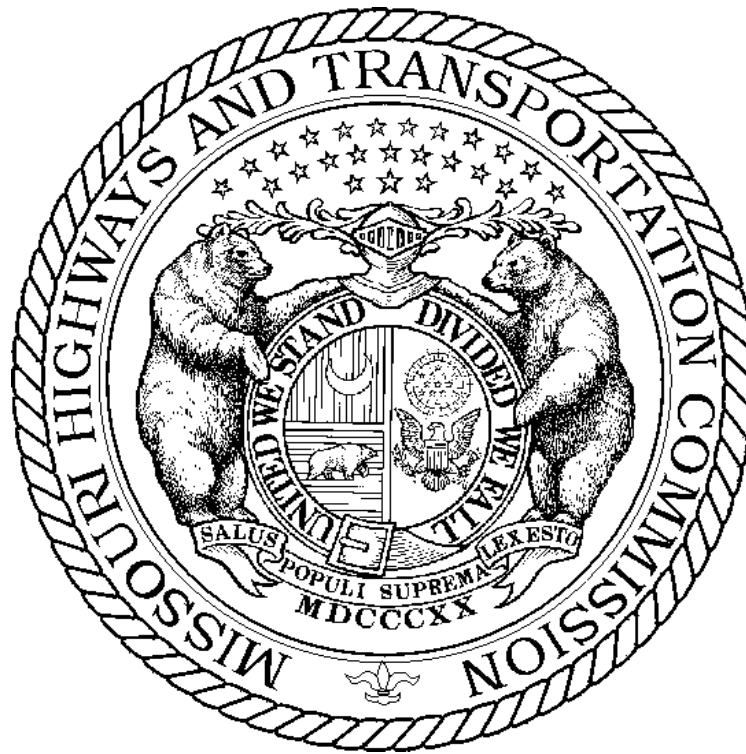




**MISSOURI
HIGHWAYS and TRANSPORTATION
COMMISSION**

JEFFERSON CITY, MISSOURI

**GENERAL PROVISIONS AND
SUPPLEMENTAL SPECIFICATIONS TO 2011
MISSOURI STANDARD SPECIFICATIONS FOR
HIGHWAY CONSTRUCTION**

Effective November 1, 2012

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GENERAL PROVISIONS

SECTION 404 NATIONWIDE PERMIT GENERAL CONDITIONS

General Conditions. The following general conditions shall be followed in order for authorization by a Nationwide Permit (NWP) to be valid. Permit authorization from U.S. Army Corps of Engineers (USACE) may have additional conditions that will be binding to the project. The contractor shall refer to the permit authorization letter included in the contract.

1.0 Navigation. No activity shall cause more than a minimal adverse effect on navigation.

2.0 Soil Erosion and Sediment Controls. Appropriate erosion and sediment controls shall be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, shall be permanently stabilized at the earliest practical date. Work within waters of the USA shall be performed, when possible, during periods of low-flow or no-flow.

3.0 Aquatic Life Movements. No activity shall substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams shall be installed such that low flow conditions are maintained.

4.0 Equipment. Heavy equipment working in wetlands shall be placed on mats, or other measures shall be taken to minimize soil disturbance.

5.0 Regional and Case-by-Case Conditions. The contractor's activity shall comply with any regional conditions that may have been added to the contract by the USACE Division Engineer, (see 33 CFR 330.4(e)), and with any case-specific conditions added by the USACE or by the state in the Section 401 water quality certifications.

6.0 Wild and Scenic Rivers. No activity shall occur in a component of the National Wild and Scenic River System; or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status; unless the appropriate Federal agency, with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation, or study status.

7.0 Tribal Rights. No activity shall impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

8.0 Endangered Species.

8.1 No activity will be authorized under any NWP that is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or that is likely to destroy or adversely modify the critical habitat of such species. Non-federal permittees shall notify the USACE District Engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the USACE District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized.

8.2 Authorization of an activity by a NWP shall not authorize the "take" of a threatened or endangered species as defined under the Federal Endangered Species Act. In the absence of separate authorization from the U.S. Fish and Wildlife Service, both lethal and non-lethal "takes" of protected species are in violation of the Endangered Species Act.

9.0 Historic Properties. No contractor activity, that may affect historic properties listed, or eligible for listing, in the National Register of Historic Places, will be authorized until the Commission has complied with the provisions of 33 CFR Part 325, Appendix C.

10.0 Section 404 Conditions. In addition to the General Conditions, the following conditions will apply only to activities that involve the discharge of dredged or fill material into waters of the USA, and shall be followed to maintain authorization by the NWPs.

10.1 Water Supply Intakes. No activity, including structures and work in navigable waters of the U.S. or discharges of dredged or fill material, shall occur in the proximity of a public water supply intake, except where the activity is for repair of the public water supply intake structures or adjacent bank stabilization.

10.2 Suitable Material. No activity, including structures and work in navigable waters of the U.S. or discharges of dredged or fill material, shall consist of unsuitable material such as trash, debris, car bodies, asphalt, etc. Material used for construction or discharged shall be free from toxic pollutants in toxic amounts in accordance with Section 307 of the Clean Water Act.

10.3 Mitigation. The project shall be constructed to avoid and minimize adverse affects to waters of the U.S. to the maximum extent practical at the project site.

10.4 Spawning Areas. Activities, including structures and work in navigable waters of the USA or discharges of dredged or fill material in spawning areas during spawning seasons shall be avoided to the maximum extent practical. Activities that result in the physical destruction of an important spawning area, such as excavation, fill or smother downstream by substantial turbidity, will not be permitted.

10.5 Management of Water Flows. Discharges shall not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water, unless the primary purpose of the fill is to impound waters. The structure or discharge of dredged or fill material shall withstand expected high flows.

10.6 Adverse Effects from Impoundments. If the activity creates an impoundment of water, adverse effects on the aquatic system caused by the accelerated passage of water and/or the restriction of the water's flow shall be minimized.

10.7 Waterfowl Breeding Areas. Activities into breeding areas for migratory waterfowl shall be avoided.

10.8 Removal of Temporary Fills. Any temporary fills shall be completely removed entirety, and the affected areas shall be returned to the pre-existing elevation.

10.9 Section 404 Nationwide Permit No. 3.

10.9.1 The repair, rehabilitation, or replacement of any previously authorized, currently serviceable, structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for the fill in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in material, construction techniques, or current construction codes or safety standards necessary to make repair, rehabilitation, or replacement will be permitted, provided the environmental effects resulting from such repair, rehabilitation, or replacement are minimal. Currently serviceable shall mean useable as is or with some maintenance, but not so degraded as to essentially require reconstruction. The NWP authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced or under contract to commence within two years of the date of the destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the COE District Engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

10.9.2 Discharges of dredged or fill material, including excavation, into all waters of the US to remove accumulated sediment and debris in the vicinity of, and within, existing structures, such as bridges, culverted road crossings, water intake structures, etc., and the placement of new or additional rip rap to protect the structure, provided the permittee notifies the COE District Engineer in accordance with General Condition 13. The removal of sediment shall be limited to the minimum necessary to restore the waterway in the immediate vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend further than 200 feet (60 m) in any direction from the structure. The placement of riprap shall be the minimum necessary to protect the structure or to ensure the safety of the structure. All excavated material shall be deposited and retained in an upland area unless otherwise specifically approved by the COE District Engineer under separate authorization. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the COE District Engineer.

10.9.3 Discharges of dredged or fill material, including excavation, into all waters of the U.S. for activities associated with the restoration of upland areas damaged by a storm, flood, or other discrete event, including the construction, placement, or installation of upland protection structures and minor dredging to remove minor obstructions in a water of the U.S. The NWP applies to activities in waters of the U.S. associated with the replacement of the uplands. The restoration of the damaged areas shall not exceed the contours, or ordinary high water mark, that existing before the damage. Minor dredging to remove obstructions from the adjacent waterbody shall be limited to 50 cubic yards (38 m³) below the plane of the ordinary high water mark, and shall be limited to the amount necessary to restore the pre-existing bottom contours of the waterbody. The dredging shall not be done primarily to obtain fill for any restoration activities. This permit cannot be used in conjunction with NWP 18 or NWP 19 to restore damaged upland areas. This permit does not authorize new stream channelization or stream relocation projects. Any work authorized by this permit shall not cause more than minimal degradation of water quality, more than minimal changes to the flow characteristics of the stream, or increase flooding.

10.10 Section 404 Nationwide Permit No. 12. Activities required for the construction, maintenance and repair of utility lines and associated facilities in waters of the U.S. shall be as follows.

10.10.1 Utility lines. The construction, maintenance, or repair of utility lines, including outfall and intake structures and the associated excavation, backfill, or bedding for the utility lines, in all waters of the U.S., provided there is no change in

preconstruction contours. A “utility line” will be defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. Material resulting from trench excavation may be temporarily sidecast (up to three months) into waters of the U.S., provided that the material is not placed in such a manner that the material is dispersed by currents or other forces. The COE District Engineer may extend the period of temporary side casting, not to exceed a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches (150 to 300 mm) of the trench shall be backfilled with topsoil from the trench. Furthermore, the trench shall not be constructed in such a manner as to drain waters of the U.S., such as backfilling with extensive gravel layers, creating a french drain effect. For example, utility line trenches may be backfilled with clay blocks to ensure that the trench does not drain the waters of the U.S. through which the utility line is installed. Any exposed slopes and stream banks shall be stabilized immediately upon completion of the utility line crossing of each waterbody.

10.10.2 Foundations for Overhead Utility Line Towers, Poles, and Anchors. The construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the U.S., provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) shall be used where feasible.

10.10.3 Access Roads. The construction of access roads for the construction and maintenance of utility lines, including overhead power lines and utility line substations, in non-tidal waters of the US, provided the discharges do not cause the loss of greater than 1/2 acre (0.20 ha) of non-tidal waters of the U.S. Access roads shall be the minimum width necessary. Access roads shall be constructed so that the length of the road minimizes the adverse effects on waters of the US and as near as possible to preconstruction contours and elevations. Access roads constructed above preconstruction contours and elevations in waters of the U.S. shall be properly bridged or culverted to maintain surface flows. The term “utility line” does not include activities which drain a water of the U.S., such as drainage tile, or french drains; however, it does apply to pipes conveying drainage from another area. For the purposes of this NWP, the loss of waters of the U.S. includes the filled area plus waters of the U.S. that are adversely affected by flooding, excavation, or drainage as a result of the project. Activities authorized by paragraph 1.1 through 1.3 may not exceed a total of 1/2 acre (0.20 ha) loss of waters of the U.S. Waters of the U.S. temporarily affected by filling, flooding, excavation, or drainage, where the project area is restored to preconstruction contours and elevation, is not included in the calculation of permanent loss of waters of the U.S. This includes temporary construction mats (e.g., timber, steel, geotextile) used during construction and removed upon completion of the work. Mechanized land clearing necessary for the construction, maintenance, or repair of utility lines and the construction, maintenance and expansion of utility line substations, foundations for overhead utility lines, and access roads is authorized, provided the cleared area is kept to the minimum necessary and preconstruction contours are maintained as near as possible. The area of waters of the U.S. that is filled, excavated, or flooded must be limited to the minimum necessary to construct the utility line, substations, foundations, and access roads. Excess material shall be removed to upland areas immediately upon completion of construction. This NWP may authorize utility lines in or affecting navigable waters of the U.S. even if there is no associated discharge of dredged or fill material (See 33 CFR, Part 322).

10.11 Section 404 Nationwide Permit No. 13. The following bank stabilization activities will be necessary for erosion prevention provided the activity meets all of the following criteria.

10.11.1 No material is placed in excess of the minimum needed for erosion protection.

10.11.2 The bank stabilization activity is less than 500 feet (150 m) in length.

10.11.3 The activity will not exceed an average of one cubic yard per running foot (2.5 m³ per running meter) placed along the bank below the plane of the ordinary high water mark.

10.11.4 No material is placed in any special aquatic site, including wetlands. Special aquatic sites include wildlife sanctuaries and refuges, wetland, mudflats, vegetated shallow and riffle and pool complexes.

10.11.5 No material is of the type, or is placed in any location, or in any manner, to impair surface water flow into or out of any wetland area.

10.11.6 No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas).

10.11.7 The activity is part of a single and complete project.

10.11.8 This NWP shall not be used for the channelization of a water of the U.S.

10.12 Section 404 Nationwide Permit No. 14. Activities required for the construction, expansion, modification, or improvement of linear transportation crossings (e.g., highways, railways, trails, airport runways, and taxiways) in waters of the U.S., including wetlands, if the activity meets the following criteria.

10.12.1 The discharge does not cause the loss of greater than 1/2-acre (0.20 ha) of waters of the US.

10.12.2 The width of the fill shall be limited to the minimum necessary for the crossing.

10.12.3 This permit does not authorize stream channelization, and authorized activities shall not cause more than minimal changes to the hydraulic flow characteristics of the stream, increase flooding, or cause more than minimal degradation of water quality of any stream.

10.13 Section 404 Nationwide Permit No. 15. Discharges of dredged or fill material incidental to the construction of bridges across navigable waters of the U.S., including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills provided such discharges have been authorized by the U.S. Coast Guard as part of the bridge permit. Causeways and approach fills will not be included in this NWP and will require an individual or regional Section 404 permit.

10.14 Section 404 Nationwide Permit No. 23. Activities undertaken, assisted, authorized, regulated, funded, or financed, in whole or in part, by another Federal agency or department where that agency or department has determined, pursuant to the Council on Environmental Quality Regulation for Implementing the Procedural Provisions of the National Environmental Policy Act (40 CFR Part 1500 et seq.), that the activity, work, or discharge is categorically excluded from environmental documentation because it is included within a category of actions which neither individually nor cumulatively have a significant effect on the human environment, and the COEUSACE Office of the Chief of Engineers (ATTN: CECW-OR) has been furnished notice of the agency's or department's application for the categorical exclusion and concurs with that determination.

10.15 Section 404 Nationwide Permit No. 33. Temporary structures, work and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites; provided that the associated primary activity is authorized by the USACE or the U.S. Coast Guard, or for other construction activities not subject to the USACE or U.S. Coast Guard regulations. Appropriate measures shall be taken to maintain near normal downstream flows and to minimize flooding. Fill shall be of materials, and placed in a manner that will not be eroded by expected high flows. The use of dredged material may be allowed if it is determined by the USACE District Engineer that it will not cause more than minimal adverse effects on aquatic resources. Temporary fill shall be entirely removed to upland areas, or dredged material returned to the original location, following completion of the construction activity, and the affected areas shall be restored to the pre-project conditions. Cofferdams shall not be used to dewater wetlands or other aquatic areas changing the use of these areas. Structures left in place after cofferdams are removed will require a Section 10 permit if located in navigable waters of the U. S. (See 33 CFR, Part 322).

SECTION 401 WATER QUALITY CERTIFICATION CONDITIONS

1.0 Description. When a Clean Water Act Section 404 Nationwide Permit is in effect, the contractor is automatically permitted to perform this work under a Water Quality Certification (Section 401) by the Missouri Department of Natural Resources (MDNR). The contractor shall adhere to the following conditions:

1.1 During construction, clearing of vegetation shall be kept to the minimum necessary to accomplish the project.

1.2 Petroleum products, equipment and solid waste shall not be stored after construction working hours below the ordinary high water mark.

1.3 Equipment shall not be operated, except where permitted, nor petroleum products stored in wetlands.

1.4 Riparian areas and stream banks shall be restored to a stable condition as soon as possible after final contouring.

1.5 Work done in streams shall be conducted during low flows whenever possible.

1.6 Petroleum products spilled into any water of the state, or in areas where material could enter waters of the state, shall be cleaned up immediately and disposed of properly.

1.7 The following material shall not be used for streambank stabilization: earthen fill, gravel, fragmented asphalt, broken concrete with exposed rebar, tires, vehicle bodies and liquid concrete, including grouted riprap.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

1.0 Disadvantaged Business Enterprise (DBE) Program Requirements. The subsequent Sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal financial participation. Federal-aid or federal financial participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to Commission contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), the Commission's DBE Program rules.

2.0 DBE Program Distinguished From Other Affirmative Action Programs. The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

3.0 Policy Regarding DBE Firms. It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds.

4.0 Opportunity for DBEs to Participate. Each contractor, subcontractor and supplier working on a contract financed in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for, and participate in performance on project contracts and subcontracts.

5.0 Required Contract Provision. The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.

In this provision, "contractor" will be defined as the contractor on the contract; "subrecipient" will be defined as any subcontractor performing the work. For the purposes of any federal-aid contract awarded by the Commission, "the recipient" will be defined as either the Commission, or MoDOT, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes with a subrecipient.

6.0 Bank Services. The contractor, and each subrecipient on a federal-aid contract, is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services, and the fees charged for services, typically will not be eligible for DBE Program contract goal credit. Any questions on this subject should be directed to the MoDOT External Civil Rights Division. See [Sec 7.0](#).

7.0 DBE Program Information. DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: dbe@modot.mo.gov. It will be the duty of each contractor, for the contractor and for the contractor's subrecipients and surety, to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation. A surety providing a bid or contract bond will be bound by those bonds to the duties of the surety's principal.

8.0 DBE Certification, and the Missouri Unified Certification Program. The Missouri Department of Transportation and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms. The MRCC DBE Directory can be found at the following link:

http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm

9.0 DBE Program-Related Certifications Made By Bidders and Contractors. If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any call involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, and to MoDOT:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules. The bidder further certifies that the contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have contacted the External Civil Rights Division of MoDOT and have been informed as to their duties and obligations under the DBE Program regulations by MoDOT staff and/or by USDOT DBE Program staff.

(b) The bidder certifies that the bidder has complied with the federal and state DBE Program requirements in submitting the bid, and will comply fully with these requirements in performing any federal-aid contract awarded on the basis of that bid.

(c) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or sex in the performance of the contract, or in the award of any subcontract.

(d) The bidder certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of MoDOT as set out below.

(e) The bidder certifies, under penalty of perjury and other applicable penal laws that a good faith effort was made to obtain DBE participation in the contract, at or above the DBE participation contract goal. The bidder further certifies, under penalty of perjury and other applicable penal laws, that if the bidder is not able to meet the Commission's DBE contract goal, and if the bidder is not able to meet that DBE contract goal by the time the proposed DBE participation information must be submitted, within three business days after bid opening, the bidder has submitted with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts to meet the DBE Contract Goal.

(f) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE subcontractor and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, under penalty of perjury and other applicable penal laws, that if it awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met, and to assess against and withhold monetary damages from the contractor in the full amount of that breach. The Commission, through MoDOT, may impose any other remedies available at law or provided in the contract in the event of a contract breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, and by entering into a contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties, for each federal-aid contract.

(g) The surety upon any bid or contract bond acknowledges the surety is held and firmly bound to the Commission for each and every duty of the surety's principal provided in any bid or contract regarding the DBE program.

10.0 Designation of DBE firms to perform on contract. The bidder states and certifies, under penalty of perjury or other applicable penal laws, that the DBE participation information submitted in the bid or within the stated time thereafter is true,

correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the MoDOT line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed that the DBE firm will participate in and perform the work, with the DBE's own forces. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR 26.53.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract.

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be certified at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies understanding, that if a DBE subcontractor is terminated, or fails, refuses or is unable to complete the work on the contract for any reason, the contractor must promptly request authority to substitute or replace that firm. The request shall include written documentation that the DBE firm is unwilling or unable to perform the specified contract work. The contractor shall make good faith efforts to find another DBE subcontractor to substitute or replace the dollar amount of the work that was to have been performed by the DBE firm. The good faith efforts shall be directed at finding another DBE to perform the same, or more, dollar amount of work that the DBE firm that was terminated was to have performed under the executed contract. The substitute or replacement DBE firm may be retained to perform the same or different contract work from that which the terminated firm was to have performed. The contractor shall obtain approval from MoDOT in writing before the replacement or termination of one firm with another before the work will count toward the project DBE goal.

(3) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. The contractor will remain subject to appropriate administrative remedies, including but not limited to, liquidated damages for the full dollar amount that the DBE contract goal is not met. Liquidated damages will also be assessed against the contractor if the original, substitute or replacement DBE firms perform the required contract work, but are not paid in full for some or all of that work by the contractor, including back charges. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

11.0 Good Faith Effort to Secure DBE Services. The bidder shall make a good faith effort to seek DBEs in a reasonable geographic area to where the solicitation for subcontracts and material is made. If the bidder cannot meet the goals using DBEs from that geographic area, the bidder shall, as a part of the effort to meet the goal, expand the search to a wider geographic area.

11.1 Bidding Procedure. The following bidding procedure shall apply to the contract, for DBE program compliance purposes.

11.2 Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, the apparent low and second low bidder shall file the completed "DBE Identification Submittal" pages with MoDOT on or before 4:00 p.m. of the third business day after the bid opening date, directly to the External Civil Rights Division, Missouri Department of Transportation, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Telefax transmittal to MoDOT will be permitted at fax no. (573) 526-0558. The complete and signed original documents shall be mailed to MoDOT no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

11.3 Bid Rejection, Bid Security Disposition. The failure of either the apparent low bidder or the second low bidder to file the completed and executed "DBE Identification Submittal", listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid, and the bid surety bond or bid guaranty of that bidder will be forfeited to and become the property of the Commission upon Commission demand.

(a) Any bidder rejected for failure to submit the completed and executed “DBE Identification Submittal” information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to this provision, and the disposition of the bidders bid bond or guaranty, on behalf of the bidder and the bidders bid surety or guaranty.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Commission to immediately upon demand pay to Commission the face amount of the bid bond.

11.4 Good Faith Efforts Described. Good faith efforts to meet the DBE contract goal may include, but are not limited to, the following:

(a) Attending a pre-bid meeting, if any, scheduled by the department to inform DBEs of contracting and subcontracting opportunities.

(b) Advertising in general circulation trade association and socially and economically disadvantaged business directed media concerning subcontracting opportunities.

(c) Providing written notice to a reasonable number of specific DBEs so that the DBE’s interest in the contract are solicited in sufficient time to allow the firm to participate effectively.

(d) Following-up on initial written notice or solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.

(e) Maintaining documentation of responses received in the effort to solicit DBE participation.

(f) Selecting portions of work to be performed by DBEs to increase the likelihood of meeting the DBE goal, including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

(g) Providing interested DBEs adequate information about plans, specifications and requirements of the contract.

(h) Negotiating in good faith with interested DBEs, not rejecting DBEs as unqualified without sound business reasons based on a thorough investigation of the DBE’s capabilities.

(i) Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance required by MoDOT or by the bidder.

(j) Making effective use of available disadvantaged business organizations, minority bidders' groups, local, state and federal disadvantaged business assistance offices, MoDOT and other organizations that provide assistance in the recruitment and placement of DBEs.

11.5 Documentation, and Administrative Reconsideration of the Bidder's Good Faith Efforts. In the bidding documents, the bidder has the opportunity and responsibility to provide certified written documentation as to whether the bidder made a good faith effort to meet the DBE contract goal as proposed by the Commission. Any bidder that has not met the Commission’s proposed DBE contract goal at the time of bid opening must submit the completed “Certification of Good Faith Efforts to Obtain DBE Participation”. The certification should be included in the bidding documents, fully and in detail, at the time its sealed bid is submitted; however, if that information is not completed and submitted with the initial sealed bid, the bidder must submit the documentation to MoDOT on or before 4:00 p.m. of the third business day after the bid opening date, directly to the External Civil Rights Division, Missouri Department of Transportation, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Telefax transmittal to MoDOT will be permitted at fax no. (573) 526-0558. The complete and signed original documents shall be mailed to MoDOT no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder’s. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work. If the apparent low bidder appears to have failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely and separately file their completed and executed “DBE Identification Submittal” or face potential sanctions and the bid bond or guaranty, as specified in [Sec 10.0](#) of these provisions, may become the property of the Commission subject to Commission’s demand.

12.0 DBE Participation for Contract Goal Credit. DBE participation on the contract will count toward meeting the DBE contract goal as follows:

(a) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the DBE contract goal, only if that firm is certified by the Missouri Regional Certification Committee as a DBE before the due date for bids or offers on a contract which a firm seeks to participate as a DBE, and only for the value of the work, goods or services that are actually performed, or provided, by the DBE firm itself in the area(s) in which the DBE firm is certified.

(b) When a DBE performs work as a participant in a joint venture, the contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the contract work that the DBE has performed with the DBE's own forces. The MoDOT External Civil Rights Division shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to review and approve the contractor's organizational structure and proposed operation. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a MoDOT certified DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or the prime's affiliated firms, or from another non-DBE subcontractor, will not count toward the DBE contract goal.

(c) The contractor may count expenditures to a DBE subrecipient toward the DBE contract goal only if the DBE performs a commercially useful function (CUF) on that contract.

(d) A contractor may not count the participation of a DBE subcontractor toward the contractor's final compliance with the contractor's DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A contractor may count 60 percent of the contractor's expenditures actually paid for material and supplies obtained from a DBE certified by MoDOT as a regular dealer, and 100 percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

(1) A regular dealer will be defined as a firm that owns, operates, or maintains a store, warehouse or other establishment in which the material, supplies, articles or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

(2) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt, without owning, operating or maintaining a place of business where it keeps such items in stock, if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work. Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement, and not on an *ad hoc* or contract-by-contract basis.

(3) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the regular dealer, who shall be responsible for their distribution.

(4) A manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises, the material, supplies, articles or equipment required under the contract and of the general character described by the project specifications. A manufacturer will include firms that produce finished goods or products from raw or unfinished material, or that purchases and substantially alters goods and materials to make them suitable for construction use before reselling them.

(e) A contractor may count toward the DBE contract goal the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:

(1) The contractor may count toward the DBE contract goal the entire amount of fees or commissions charged by a certified DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive, compared with fees customarily charged for similar services.

(2) The contractor may count toward the DBE contract goal the entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment, under the DBE's supervision. This includes the cost of supplies and material ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE except supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or its affiliates.

(f) A contractor may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the contractor shall determine, or contact the MoDOT External Civil Rights Division for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.

(g) The contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site; a broker typically will not purchase or pay for the material, supplies or equipment, and if the broker does purchase or pay for those items, those costs will be reimbursed in full. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

13.0 Performing a Commercially Useful Function (CUF). No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm, if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work, and the DBE actually performs, manages and supervises the work involved with the firm's own forces. To perform a CUF, the DBE alone shall be responsible, and alone must bear the risk, for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

13.1 Contractor's Obligation to Monitor CUF Performance. It shall be solely the contractor's responsibility to ensure that all DBE firms perform a CUF. Further, the contractor is responsible to, and shall ensure that each DBE firm fully performs the DBE's designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. MoDOT is under no obligation to warn the contractor that a DBE's participation may not count toward the goal, other than through official notification with an opportunity for administrative reconsideration at the conclusion of the contract work.

13.2 DBEs Must Perform a Useful and Necessary Role in Contract Completion. A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

13.3 DBEs Must Perform The Contract Work With Their Own Workforces. If a DBE does not perform and exercise responsibility for at least 30 percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, MoDOT will presume that the DBE is not performing a commercially useful function.

13.4 Factors Used to Determine if a DBE Trucking Firm is Performing a CUF. The following factors will be used to determine whether a DBE trucking company is performing a commercially useful function (CUF):

(a) To perform a CUF, the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation that the DBE is being paid for on the contract work. There shall not be contrived arrangement, including but not limited to, any arrangement that would not customarily exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal.

(b) The DBE must own and operate at least one fully licensed, insured and operational truck used in performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for hauling the necessary materials or supplies.

(c) The DBE receives 100 percent contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures and operates, using drivers that the DBE employs.

(d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for of the transportation services the lessee DBE firm provides on the contract.

(e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE is entitled to DBE contract goal credit only for the brokerage fee or commission the DBE receives as a result of the lease arrangement. The DBE will not receive credit for the total value of the transportation services provided by the non-DBE lessee. Furthermore, no DBE contract goal credit will be allowed, even for brokerage fees or commissions, where the DBE leases the trucks from the contractor on the project or a firm owned, controlled by, or affiliated by ownership or control to, the contractor.

(f) For purposes of this section, the lease shall indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks shall display the name and identification number of the DBE firm that has leased the truck at all times during the life of that lease.

13.5 MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT and the Commission will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, MoDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms, and the other firms forces and equipment. Any DBE work performed by the contractor, or by employees or equipment of the contractor will be subject to disallowance under the DBE Program, unless the independent validity and need is demonstrated.

14.0 Verification of DBE Participation, Liquidated Damages.

14.1 Prior to final payment by the Commission, the contractor shall file with the Commission a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

14.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount shall become the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. However, no liquidated damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the contractor and despite the good faith efforts made by the contractor, the final DBE contract goal participation percentage was not achieved. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

15.0 Prompt Payment Requirements. In accordance with Title 49 CFR 26.29, the contractor shall comply with the prompt payment requirements of that regulation, Section 34.057, RSMo., the provisions of the Commission's rule 7 CSR 10-8.111 and the contract. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually to those prompt payment requirements at the contractor's expense.

16.0 Miscellaneous DBE Program Requirements. In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

TRAINING PROVISION

1.0 Description. This provision supplements subparagraph 7(e) of the Contract Provision entitled "Standard Federal Equal Opportunity Construction Contract Specification" (Executive Order 11246)", and in the implementation of CFR Part 230, Subpart A, Appendix B.

2.0 Training Requirements. As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows.

2.1 The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

2.2 The number of trainee hours to be provided under this provision will be specified in the bidding documents.

2.3 Trainee goals will be set in 1,000 hour increments or 1 slot (person). For example, if the trainee goal on the project is 2,000 hours a maximum of 2 trainees will be approved for the project. In the event a trainee leaves the project for valid reasons the trainee shall be replaced as soon as possible. No apprentice/trainee can be assigned less than 500 hours on a contract. Providing less than 500 hours is not considered to be beneficial training nor helping to achieve journey-level status. Therefore, a trainee/apprentice, regardless of craft, must have been trained on the contract for at least 500 hours to be eligible for reimbursement. However, the contractor may transfer the trainee, with MoDOT's approval, to another MoDOT highway construction project in order to continue the training. Upon reaching the 500 hours, the contractor will be compensated as noted herein. If the enrollee is transferred to a non-federal project, MoDOT, upon availability of funding, may have the option of reimbursing the contractor for those hours completed that achieve the 500-hour minimum and for any hours that continue the successful training of the individual(s). The same documentation will be required to be submitted in order to determine if hours will be approved. However, if the trainee is moved to another federally funded enhancement, then a "change order" could be requested for the additional hours, and thus offer the Contractor the necessary credit so as to accomplish the 500 hour plateau. FHWA and MoDOT will only approve training programs meeting the requirements of the Training Special Provisions (TSP). A program will be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts.

2.4 When a contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainee hours are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this provision.. The contractor shall also insure this training provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

2.5 The number of trainee hours shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the engineer for approval a trainee notification for each individual they intend to train on the project. The contractor will be credited for the hours worked by each trainee employed on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter. If the trainee goal on the project is 1,000, no more than two trainees will be approved for the project. Each individual must complete at least 500 hours before reimbursement or hour will be counted towards meeting the goal. In the event a trainee leaves the training program prior to completing the minimum 500 hours the External Civil Rights Division will determine if that individual can be replaced on the project.

2.6 Training and upgrading of minorities and women toward journeyman status is a primary objective of this provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor shall be responsible for demonstrating the steps taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

2.7 No employee shall be employed as a trainee in any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman. The contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of

the method used the contractor's records shall document the findings in each case.

2.8 The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the engineer and FHWA. A program will be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period... Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau of apprenticeship and training programs approved, but not necessarily sponsored by, the Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, will also be considered acceptable provided the training is being administered consistent with the equal employment obligations of Federal-aid highway construction contracts.

2.9 Approval or acceptance of a training program shall be obtained from the engineer prior to beginning work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training will be permissible in lower level management positions, such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications and must be approved by FHWA. Training in the laborer classification may be permitted, provided significant and meaningful training is provided and approved by the engineer. Some offsite training will be permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

2.10 Except as otherwise noted below, the contractor will be reimbursed \$3.50 per hour of training given an employee in the contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number of trainee hours specified in the contract. Reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor when the trainees are concurrently employed on a federal-aid project and the contractor does one or more of the following, and contributes to the cost of the training, provides instruction to the trainee, or pays the trainee's wages during the offsite training period. In order to receive the reimbursement the trainee must complete at least 500 hours on the project

2.11 No payment will be made to the contractor if either failure to provide the required training or failure to hire the trainee as a journeyman is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this provision. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill involved and remain on the project as long as training opportunities exist in the trainee's work classification or until the trainee has completed the training program. It is not required that all trainees be on board for the entire length of the contract. The contractor's responsibilities under this provision will be fulfilled if the contractor has provided acceptable training for the number of trainee hours specified.

2.12 Trainees shall be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the U.S. Department of Labor or Transportation in connection with the existing program will apply to all trainees being trained for the same classification who are covered by this provision.

2.13 Contractor may choose to transfer trainee hours worked on another project, whether MoDOT or not. The contractor must submit monthly trainee reports for that project to the RE Office where the hours will be credited. The contractor must submit with the monthly trainee reports, copies of the certified payrolls so the RE Office can verify the number of hours worked on the project, as well as the wage the trainee was being paid. Once the RE reviews the monthly reports, copies of the monthly reports should be sent to the External Civil Rights Division. The RE Office should include with the report a note indicating the hours that are being transferred from the other project. Both job numbers must be included in the note.

2.14 When the job is 50% complete the contractor must have at least 50% of the trainee hours assigned on that job completed. The percentage of job completion is based on the total value of the contract paid to the Contractor. The remaining amount of the hours must be completed before the completion of the project or the Contractor will be subject to liquidated damages unless a GFE is submitted to and approved by the External Civil Rights Division.

2.15 If the training hours have not been obtained and a GFE has not been displayed upon project completion, the Contractor will be assessed liquidated damages in the amount of \$7.00 per hour for those hours not realized. For instance, if the project goal was 1,000 hours and only 450 hours were met, then liquidated damages would be assessed at $550 \times \$7.00 = \$3,850.00$.

2.16 In the event the External Civil Rights Division denies the Good Faith Effort (GFE) submitted by the contractor, the contractor shall have the right to an Administrative Reconsideration Hearing. The request for an Administrative Reconsideration Hearing must be made within seven (7) days of the receipt of the denial letter. The Administrative Reconsideration Committee may be constituted, as MoDOT deems appropriate and fair, provided no committee member on the Reconsideration Committee

shall have taken part in the original MoDOT determination that the contractor failed to meet the OJT contract goal and/or failed to make adequate good faith efforts to do so.

2.17 If the Administrative Reconsideration Committee does not find the contractor met the OJT contract goal, and/or does not find the contractor made adequate and sufficient good faith efforts to do so, then the Administrative Reconsideration Committee will recommend that liquidated damages as outlined in the non-compliance sanctions sections of the OJT Training Special Provision will be carried out. If the Administrative Reconsideration Committee does find that the contractor has met a good faith effort (GFE), then no liquidated damages will be assessed.

2.18 If the Contractor does not achieve the full OJT goal, they will not receive partial credit for hours completed. For instance, if the goal on the project was 1,000 hours and only 450 were completed, then no reimbursement will be given for any hours fulfilled. If the goal on the project is 2,000 hours and only 1,500 hours are completed and no GFE is demonstrated, the contractor will receive credit for the 1,500 hours and also be assessed liquidated damages in the amount of the 500 hours there were not met.

2.19 The contractor shall furnish to the trainee a copy of the training program the contractor will follow in providing the training. The contractor shall provide each trainee and the resident engineer with a certification showing the type and length of training satisfactorily completed.

2.20 The contractor shall provide for the maintenance of records and furnish monthly reports documenting the contractor's performance under this provision. Monthly reports shall include at least the following information:

Contractor's name and address

Period that the report covers

Job Number, Description, and Federal Aid number

Information for each employee being trained on the project, including:

- Name
- Social Security Number
- Trade/craft
- Pay percent, based on portion of training complete (if applicable)
- Journeyman's full prevailing wage applicable
- Trainee wage
- Hours this period
- Cumulative hours for the project

Total trainee hours for the project for this period

Cumulative trainee hours for the project

2.21 When a contractor submits a trainee who is economically disadvantaged the following information should be submitted with the trainee notification to verify this status:

- The previous year's tax return verifying the individual's income is less than the federal poverty guidelines.
- Verification of enrollment in food stamps received from Missouri Department of Social Services.
- Verification of housing assistance received from Missouri Department of Social Services.

COOPERATION BETWEEN CONTRACTORS FOR SAFE AND SOUND PROGRAM

1.0 The Missouri Department of Transportation has approved plans to improve 802 of Missouri's lowest rated bridges within five years. This initiative, the Safe and Sound Program, will be performed under subsequent contracts that may or may not impact this contract. It will be the responsibility of the contractor to coordinate with the project(s) under the initiative that will impact the contractor's operations to perform the work for this contract.

2.0 When necessary for proper prosecution of work, each contractor shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others. In the event of a conflict within the immediate vicinity of the bridge, as defined by the initiative's engineer, preference will be given to the prosecution of work on the Safe and Sound project.

3.0 The contractor agrees that any effects of the presence of another contractor shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of another contractor any claim or action arising out of or in relation to the work under the contract.

4.0 A list of the Safe and Sound projects and a corresponding map indicating each bridge location may be found at the Missouri Department of Transportation website: <http://www.modot.mo.gov/safeandsound/index.htm>

1.0 Description. Roller Compacted Concrete (RCC) is an optional method to be used in constructing A2 and A3 shoulders or mainline pavement up to 7 inches thick in lieu of conventional PCCP and HMA placement. RCC consists of aggregate, portland cement and water. Other supplementary cementing materials, such as fly ash, ground granulated blast furnace slag, and silica fume may be used. RCC is proportioned, mixed, placed, compacted, and cured in accordance with these specifications. RCC shall conform to the lines, grades, thickness, and typical cross section shown in the plans or otherwise established by the Engineer.

2.0 Materials. All materials shall be in accordance with Division 1000, Materials Details, and specifically as follows:

Item	Section
Coarse Aggregate	1005.2
Fine Aggregate	1005.3
Ground Granulated Blast Furnace Slag	1017
Fly Ash	1018
Cement	1019
Concrete Admixture	1054
Curing Compound	1055
Water	1070

2.1 Aggregate. The plasticity index of the aggregates used shall not exceed 5. The aggregate gradation shall be well-graded without gradation gaps and conform to the following combined gradation:

Sieve Size	Percent Passing by Weight
1 inch	100
½ inch	70 - 90
3/8 inch	60 - 85
No. 4	40 - 60
No. 200	0 - 8

3.0 Mix Design. At least 30 days prior to the beginning of placing RCC on the project, the Contractor shall submit a proposed mix design to the Engineer. The target and allowable gradation range of each fraction shall be included. The contractor may be required to submit representative samples of each ingredient to Construction and Materials for laboratory testing.

3.1 Required Information. The mix design shall contain the following information:

- (a) Source, type and specific gravity of portland cement
- (b) Source, type (class, grade, etc.) and specific gravity of supplementary materials, if used
- (c) Source, name, type and amount of admixture, if used
- (d) Source, type (formation, etc.), ledge number if applicable, of the aggregate
- (e) Specific gravity and absorption of each fraction in accordance with AASHTO T 85 for coarse aggregate and AASHTO T 84 for fine aggregate, including raw data
- (f) Unit weight of each fraction in accordance with AASHTO T 19
- (g) Batch weights of portland cement and supplemental cementitious materials
- (h) Batch weights of coarse, intermediate and fine aggregates
- (i) Batch weight of water in pounds per cubic yard (optimum moisture content)
- (j) Maximum laboratory density
- (k) The laboratory proctor curves illustrating moisture contents vs. density for each cementitious material content.

The RCC mix design shall be done in a similar fashion as is done to determine the relationship between the moisture content and the unit weight as soils and soil aggregate mixtures. The apparatus and compacted effort used to fabricate the moisture density specimens correspond to that described in AASHTO T 180, Method D. Strength specimens shall be made in accordance with ASTM C 1176 or ASTM C 1435 at the optimum moisture content for each cementitious material content to verify minimum compressive strength requirements.

3.2 Trial Batch. The Contractor shall prepare and test a trial batch mixture at the mixing facility to verify that the RCC mix complies with the design criteria. The trial batch shall be prepared and tested in the presence of the Engineer.

3.3 Production. Production shall not begin until an approved mix design has been obtained and verified by the trial batch.

3.4 Design Strength. The mix design shall have a minimum compressive strength of 3,500 psi within 28 days when specimens prepared according to ASTM C 1176 or ASTM C 1435. Compressive strength test shall be performed in accordance with AASHTO T 22.

3.5 Minimum Water Content. The water cement ratio shall not be lower than 0.25.

3.6 Minimum Cementitious Content. The total amount of cementitious materials shall not be below 400 pounds per cubic yard.

3.7 Supplementary Cementitious Material. RCC may use fly ash, GGBFS or silica fume. Ternary mixes will be allowed for RCC. Ternary mixes are mixes that contain a combination of portland cement and two supplementary cementitious materials. The amount of supplementary cementitious material content shall be limited to the following requirements:

Supplementary Cementitious Material (SCM)	
SCM	Maximum Percent of Total Cementitious Material
Fly Ash (Class C or Class F)	25 %
Ground Granulated Blast Furnace Slag (GGBFS)	30 %
Silica Fume	8 %
Ternary Combinations	40 %

4.0 Equipment. RCC shall be constructed with any combination of equipment that will produce a pavement meeting the requirements for mixing, transporting, placing, compacting, finishing, and curing as provided in this specification.

4.1 Mixing Plant: The mixing plant shall be capable of producing RCC to the proportions defined by the final approved mix design and within the specified tolerances. The capacity of the plant shall be sufficient to produce a uniform mixture at a rate compatible with the placement equipment.

4.2 Paver: RCC shall be placed with a high-density or conventional asphalt type paver subject to approval by the Engineer. The paver shall be of suitable weight and stability to spread and finish the RCC material, without segregation, to the required thickness, smoothness, surface texture, cross-section, and grade.

4.3 Compactors: Self-propelled steel drum vibratory rollers shall be used for primary compaction. For final compaction, a steel drum roller, operated in a static mode, or a rubber-tired roller shall be utilized.

4.4 Haul Equipment: The hauling equipment shall be smooth, mortar-tight, metal containers capable of discharging the concrete at a controlled rate without segregation. Hauling equipment shall have a retractable cover to protect mix from weather and excessive evaporation.

4.5 Access for Inspection and Calibration: The Engineer shall have access at all times for any plant, equipment, or machinery to be used in order to check calibration, scales, controls, or operating adjustments.

5.0 Construction Requirements.

5.1 Preparation of Subgrade. Before the RCC processing begins, the subgrade and base course must be prepared in accordance with Sec 304.

5.2 Subbase Condition. The surface of the subbase shall be clean and free of foreign material and standing water prior to placement of the RCC. The aggregate base shall be uniformly moist at the time of RCC placement. RCC shall not be placed upon frozen subbase.

5.4 Mixing Time. Mixing time shall be adequate to ensure a thorough and complete mixing of all materials. Concrete shall be homogeneous with no aggregate segregation. In no case shall the mixing time, after all materials including water are in the mixer, be less than 90 seconds.

5.5 Operating Tolerances. The mixing plant shall receive the quantities of individual ingredients to within the following tolerances:

Material	Variation by Weight
Cementitious Materials	± 2.0%
Water	± 3.0%
Aggregates	± 4.0%

5.6 Plant Calibration. Prior to RCC production, the Contractor shall calibrate the plant in accordance with the manufacturer's recommended practice. A copy of the calibration shall be provided to the Engineer when requested.

5.7 Curing. Immediately after final rolling, the RCC surface shall be kept continuously moist until an approved curing compound is applied. The application of the curing compound shall progress such that no more than 10 linear feet of the final RCC surface is exposed without curing at any time.

5.7.1. Water Cure. Water cure shall be applied such that a uniform moist condition on the surface of the RCC is attained. Application of this moisture shall be done in a manner that will not erode or damage the finished RCC surface.

5.7.2 Curing Compound. White pigmented curing compound shall be applied at the rate of one gallon for each 100 square feet.

5.8 Weather Conditions.

5.8.1 Hot Weather Precautions. During periods of hot weather or windy conditions, special precautions shall be taken to minimize moisture loss due to evaporation.

5.8.2 Cold Weather. The contractor shall provide a method, meeting the approval of the engineer, of monitoring the concrete that demonstrates that the concrete has been protected from freezing.

5.8.3 Protection Against Rain. To protect against rain, the contractor shall have on location at all times material for the protection of the unhardened concrete. The contractor shall protect the concrete from damage due to rain.

5.9 Finished Surface. The finished RCC surface shall be smooth, uniform, and continuous without tears, ridges, or aggregate segregation once it leaves the paver. RCC mainline pavement shall meet the smoothness criteria of [Sec 502.8](#).

5.9.1 Inaccessible Areas. All areas inaccessible to either roller or paver shall be paved with cast-in-place concrete in accordance with Sec 502.

5.9.2 Handwork. Broadcasting or fanning the RCC material across areas being compacted is not permissible. Such additions of materials may only be done immediately behind the paver and before any compaction has taken place.

5.9.3 Segregation. If segregation occurs in the RCC during paving operations, placement shall cease until corrective measures are taken.

5.10 Cold Joints. Prior to placing fresh RCC mixture against a cold vertical joint, the joint shall be thoroughly cleaned of loose or foreign material. The vertical joint face shall be wetted and in a moist condition immediately prior to placement of the adjacent lane.

5.11 Control Joints. Concrete control joints shall be constructed at 15-foot intervals in RCC shoulders and mainline pavement. The control joints in shoulders shall match the adjacent 15-foot mainline joints. All joints shall be tooled or cut to 1/3 the depth of the RCC shoulder thickness. Sealing the control joints is not required.

5.12 Opening to Traffic. The Contractor shall protect the RCC from traffic during the curing period. The RCC shoulder pavement may be opened to light traffic after one day and opened to unrestricted traffic after 5 days. The RCC mainline pavement may be opened to light traffic at 2,500 psi and opened to unrestricted traffic at 3,000 psi.

6.0 Material Acceptance.

6.1 Quality Control Testing. The contractor shall perform all quality control tests necessary to control the production and construction processes applicable to this specification. Quality control testing shall be performed by technicians qualified through MoDOT's technician certification program. Testing shall include, but not necessarily be limited to, deleterious content, aggregate gradation, coarse aggregate absorption, thin or elongated pieces, pavement thickness and density. The contractor shall record all test results and furnish a copy to the engineer no later than the beginning of the day following the test.

6.2 Quality Control Plan. A Quality Control Plan (QCP) for RCC mainline pavement and shoulders will be required as per [Sec 502.11.1](#).

6.3 Testing.

6.3.1 Density. The density shall be determined in accordance with AASHTO T 310, direct transmission. Tests shall be performed no later than 30 minutes after the completion of the rolling. Only wet density shall be used for evaluation. QC shall determine the density of the RCC shoulder at a frequency of no less than one per 7500 square yards. Sampling locations will be determined by the engineer using random sampling procedures in accordance with ASTM D 3665.

6.3.2 Thickness. The contractor shall determine thickness of the shoulder by testing the fresh concrete. The Resident Engineer will need to review and approve the testing procedure. QC shall determine the thickness of the RCC mainline pavement and shoulders at a frequency of no less than one per 7,500 square yards. Sampling locations will be determined by the engineer using random sampling procedures in accordance with ASTM D 3665.

6.4 Alternative Testing.

6.4.1 Density. In lieu of determining density in accordance with AASHTO T310, direct transmission, the density may be determined on cores extracted from the RCC in accordance with ASTM C642. Cores shall be tested for density 28 days after placement. QC shall determine the density of the RCC mainline pavement and shoulders at a frequency of no less than one per 7,500 square yards.

6.4.2 Thickness. The core thickness shall be determined by the average caliper measurement in accordance with AASHTO T 148. Thickness measurements shall be performed on the extracted core prior to determining the density.

6.4.3 Coring. Cores of the RCC shall be taken in accordance with AASHTO T 24. A 4-inch core diameter shall be taken for testing. Sampling locations will be determined by the engineer using random sampling procedures in accordance with ASTM D 3665. Cores shall not be taken within 6 inches of an unconfined joint. Cores shall not be taken until a minimum compressive strength of 3,000 psi has been attained. Cores shall be neatly cut with a core drill. The contractor shall furnish all tools, labor and materials for cutting samples and filling the cored hole. The contractor shall fill the core holes with an approved non-shrink grout within one day after sampling.

6.5 Aggregate Gradation. A sieve analysis shall be performed once a week. Testing shall be performed in accordance with AASHTO T 27 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

6.6 Deleterious Materials. Deleterious content shall be determined each day at a frequency of one test per 7500 square yards of material placed or fraction thereof. Test shall be performed in accordance with MoDOT TM 71 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt. Tests shall be performed on coarse aggregate fractions.

6.7 Absorption. Samples for coarse aggregate absorption shall be taken from the discharge gate of storage bins or from the conveyor belt at least once every 2000 cubic yards with a minimum of once per project. Coarse aggregate absorption shall be performed in accordance with AASHTO T 85.

6.8 Thin or Elongated. Thin or elongated pieces shall be determined on samples of coarse aggregate taken from the discharge gate of the storage bins or from the conveyor belt. Test shall be performed in accordance with ASTM D 4791 using a ratio of 5:1. Test shall be performed on aggregate particles retained on the ¾ in. sieve. Tests shall be performed at least once every 10,000 cubic yards with a minimum of once per project.

6.9 Retained Samples. All aggregate samples taken by the contractor, including but not limited to gradation, deleterious, absorption, and thin or elongated pieces shall be retained for the engineer for a minimum of seven days unless otherwise instructed. The retained sample shall be the remaining half of the final reduction in sample size obtained for QC testing. These samples shall be maintained in clean covered containers, without contamination, readily accessible to the engineer. The retained sample's identification shall consist of, but is not limited to:

- (a) Time and date sampled
- (b) Product specification number
- (c) Type of sample, i.e. belt, bin, stockpile
- (d) Lot and subplot designation
- (e) Sampler/Tester
- (f) Project Job Number

6.10 Acceptance.

6.10.1 Density. The density shall not be less than 95.0 percent of the maximum laboratory density.

6.10.1.1 Compressive Strength. Roller compacted concrete properly placed and compacted, but not meeting the density requirements shall be cored and tested at no additional cost. If the tested area achieves the design strength, the material will be paid for at full price. Areas that fail to comply with the design strength will be deemed unacceptable. Compressive strength testing may be performed on cores used to determine the in-place density provided the cores are dry prior to testing. Compressive strength testing shall be completed within 7 days of density testing.

6.10.2 Thickness. The thickness shall not be deficient by more than 10 percent of the plan thickness.

6.10.3 Aggregate Gradation. When one test is outside the allowable gradation range, immediate steps shall be taken to correct the gradation.

6.10.4 Deleterious Materials. When one test is outside the specification limits, immediate steps shall be taken to correct the deleterious content.

6.10.5 Absorption. The contractor shall halt production and make appropriate adjustments whenever either of the following occurs:

- (a) One point falls outside the action limit line for individual measurement
- (b) Two points in a row fall outside the specification limit but within the action limit line for individual measurement

6.10.5.1 Action Limits. The following action limit shall be used to control the aggregate absorption.

Individual Measurements	
Control Parameter	Action Limit
Absorption	Mix Design plus 0.3% to Mix Design plus 0.6%

6.10.6 Thin or Elongated Pieces. The coarse aggregate shall not have more than 5 percent thin or elongated pieces.

7.0 Quality Assurance.

7.1 Independent Samples. Corrective action shall be required when any QA tests are outside the required ranges or action limits. The engineer will at a minimum, independently test at the following frequency:

Test	Frequency
Density	1 test per 30,000 square yards
Thickness	1 test per 30,000 square yards
Aggregate Gradation	1 per project
Coarse Aggregate Deleterious	1 per week
Absorption	1 per 10,000 cubic yards
Thin or Elongated	1 per project

7.2 Test Procedures. The engineer will use the same test procedures as the contractor for determining the density and thickness of the RCC.

7.3 Retained Samples. The QA inspector will test at least ten percent of the retained portion of the QC samples for aggregate gradations and deleterious content. The QA inspector will test at least twenty percent of the QC retained samples for absorption and thin or elongated pieces. Retained samples will be chosen at random. A comparison will be considered favorable when the QA results of a QC retained sample are within the applicable limits specified in [Sec 403](#).

8.0 Method of Measurement. Final measurement of the completed pavement will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of the RCC mainline pavement and shoulders, complete in place, will be made to the nearest 1/10 square yard. The revision or correction will be computed and added to or deducted from the contract quantity.

9.0 Basis of Payment. The accepted quantities of RCC will be paid for at the contract unit price, for specified A2 or A3 shoulders or mainline pavement, with proper allowance made for any deductions resulting from non-compliant tests. Sec 502.15.3 for smoothness pay factor adjustments will apply to RCC mainline pavement. The contract unit price for A2 or A3 shoulders or mainline pavement will be considered as full compensation for all materials, equipment, tools, labor, and incidentals necessary to satisfactorily complete the work. No additional compensation will be allowed for any excess thickness.

ASPHALT CEMENT PRICE INDEX

12/11

1.0 Asphalt Cement Price Index. Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling, asphaltic concrete pavement and ultrathin bonded asphalt wearing surface that contains performance graded (PG) asphalt binder when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The 'asphalt base index' will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The 'monthly asphalt index' will be the price from the Asphalt Weekly Monitor the month prior to the payment estimate period in which the asphalt was laid. Any asphalt laid on the first day of a month will be included in the second estimate period for the previous month.

1.1 The adjusted contract unit price will be applied to the actual amount of PG asphalt binder used by the Contractor for all asphalt items. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons. For projects that are paid for with square yard pay items, the adjustments will be made for applicable tons calculated based upon the plan square yard quantity and thickness converted to tons excluding the 1:1 wedge. The adjustment will be applied to all Job Order Contract projects for all quantities of the wet ton and square yard asphalt mix. The percentage of virgin PG asphalt binder as shown in the job mix formula, in accordance with [Sec 401](#), [Sec 403](#) and [Sec 413](#), will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt binder obtained from the use of Recycled Asphalt Pavement (RAP) and/or Recycled Asphalt Shingles (RAS) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using any PG asphalt binder.

2.0 Basis of Payment. To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D-E)$$

Where:

- A = Adjustment for mix placed during the payment estimate period
- B = Tons of Mix Placed during the payment estimate period
- C = % of virgin PG asphalt binder as listed in the job mix formula in use
- D = monthly asphalt index
- E = asphalt base index

3.0 The engineer will make adjustment payments, as defined above, for the applicable work completed during each payment estimate period except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower.

4.0 Optional. This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not

participate in the Asphalt Cement Price Index. If the Asphalt Cement Price Index is accepted, PG asphalt binder for the project will not be eligible for a material allowance as described in [Sec 109](#).

"RATE OUR WORK ZONE" SIGNS

03/12; 05/12

1.0 Description. This work shall consist of furnishing and installing a 72 X 36 inch or 48 X 24 inch "Rate Our Work Zone" signs, as indicated in the plans. The contractor shall furnish signs, labor, equipment, posts and hardware for installation of the signs in accordance with this provision, or as directed by the engineer.

2.0 Material. All material shall be in accordance with Division 1000, Material Details.

3.0 Construction Requirements. The signs shall be post-mounted and placed approximately 500 feet before the beginning of the project limits or the "ROAD WORK AHEAD" sign or the "ROAD WORK NEXT XX MILES" sign, if used, when these signs are located outside the project limits for each direction of travel affected by the project. A project on only one pavement of a dual divided facility will require only one sign. The contractor shall maintain all signs until completion of the project. Upon completion of the project, the contractor shall remove the signs, posts and hardware. The signs, posts and hardware shall remain the property of the contractor.

4.0 Basis of Payment. The accepted quantity of signs will be paid for at the contract unit price per square feet of construction signs.

"POINT OF PRESENCE" SIGNS

03/12; 05/12

1.0 Description. This work shall consist of furnishing and installing a 36 X 48 inch or a 96 X 48 inch "Point of Presence" signs, as indicated in the plans. The contractor shall furnish signs, labor, equipment, posts and hardware for installation of the sign in accordance with this provision or as directed by the engineer.

2.0 Construction Requirements. The sign shall be placed as shown on the plans. A project impacting only one direction of a divided highway will require only one sign. The contractor shall maintain all signs until completion of the project. Upon completion of the project, the "Point of Presence" signs shall remain in place ninety days with the "Completed as Promised" decal or plaque attached. After the ninety day period expires, the contractor shall be required to remove the sign. The sign, decal or plaque, posts and hardware will remain the property of the contractor.

2.1 The 36 X 48 inch "Point of Presence" sign shall be post mounted on two 3-pound/foot U-channel posts, or one-2 ½ inch perforated square steel tube post.

2.2 The 96 X 48 inch "Point of Presence" sign shall be post mounted on three 3-pound/foot U-channel posts with 32-inch spacing between posts.

3.0 Basis of Payment. The accepted quantity of "Point of Presence" signs will be paid for at the contract unit price per square feet of construction signing. The "Completed as Promised" decal or plaque shall be considered incidental to the "Point of Presence" sign.

SERVICE SIGNING

1.0 Description. All installation, relocation and repair of Missouri LOGO, Tourist Oriented Destination Signs (TODS) and General Service Signing shall be coordinated between the engineer, contractor and the designated Missouri LOGO representative.

1.1 It shall be noted by the contractor that Missouri LOGOS is responsible for the installation, relocation and repair of all LOGO, TODS and General Service Signs on MoDOT owned right of way. The contractor shall be solely responsible and liable for determining any impact to LOGO, TODS or General Service Signing due to contractor operations during construction of this contract. The contractor shall be responsible for notifying Missouri LOGOS at the time of the preconstruction meeting when a service sign is determined to be impacted and advise Missouri LOGOS of the project details. The Missouri LOGO representative will attend these meetings at their discretion.

The Missouri LOGO representative shall be contacted 24 hours a day, 7 days per week at (573) 291-6788.

1.2 Missouri LOGOS will be responsible any installation or relocation of service signs necessary for this contract. If Missouri LOGOS has to perform work within the limits of the project, Missouri LOGOS will conduct work so as not to interfere with or hinder the progress or completion of the work being performed by the contractor. Full cooperation of the contractors involved, in careful and complete coordination of their respective activities in the area, will be required.

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 this provision.

REVISIONS TO 2011 MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

SECTION 101 – DEFINITION OF TERMS

Delete Sec 101.1 and 101.1.1 and substitute the following:

08/12

101.1 Abbreviations.

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AISC	American Institute of Steel Construction
AGC	Associated General Contractors of America
ANSI	American National Standards Institute
AREA	American Railroad Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	ASTM International
AWG	American Wire Gauge
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CFR	Code of Federal Regulations
CS	Commercial Standards, U. S. Department of Commerce
CSR	Code of State Regulations
COE	Corps of Engineers
CUF	Commercially Useful Function
DBE	Disadvantaged Business Enterprise
EEI	Electrical Engineer's Institute
EEO	Equal Employment Opportunity
EPA	Environmental Protection Agency
ESAL	Equivalent 18-kip Single Axle Load

FCC	Federal Communications Commission
FHWA	Federal Highway Administration
GGBFS	Ground Granulated Blast Furnace Slag
GRI	Geosynthetic Research Institute
ICEA	Insulated Cable Engineers Association
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
LED	Light Emitting Diode
MDC	Missouri Department of Conservation
MDNR	Missouri Department of Natural Resources
MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
MSDS	Material Safety Data Sheet
MUTCD	Manual on Uniform Traffic Control Devices
NCHRP 350	National Cooperative Highway Research Program (NCHRP) Report 350, <i>Recommended Procedures for the Safety Performance Evaluation of Highway Features</i>
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NRCS	Natural Resources Conservation
NRMCA	National Ready Mixed Concrete Association
NTPEP	National Transportation Product Evaluation Program
OSHA	Occupational Safety and Health Administration
PAL	Pre-Acceptance List
PS	U.S. Product Standard, U.S. Department of Commerce
PWL	Percent Within Limits
QA	Quality Assurance
QC	Quality Control
RETMA	Radio Electronics Television Manufacturer's Association
RSMo	Revised Statutes of the State of Missouri
SAE	Society of Automotive Engineers

SHPO	State Historic Preservation Office
SSPC	Society of Protective Coatings
UCP	Unified Certification Program
UL	Underwriter's Laboratory
USA	United States of America
USACE	United States Army Corps of Engineers
USC	United States Code
USCG	United States Coast Guard
USFW	United States Fish and Wildlife
VOC	Volatile Organic Compound

101.1.1 Unit Symbols.

h	hour
ppm	parts per million
rpm	revolutions per minute
vpm	vibrations per minute
cf	cubic feet
cy	cubic yards
F	degrees Fahrenheit
ft	foot/feet
in	inch/inches
lb	pound/pounds
lf	linear foot/feet
psf	pounds per square foot
psi	pounds per square inch
sf	square foot/square feet
sy	square yard/square yards

SECTION 106 – CONTROL OF MATERIAL

Delete Sec 106.2.2 and substitute the following:

08/12

106.2.2 Contractor Furnished Sources. If sources of material are not designated on the plans or described in the contract, or if the contractor desires to use material from sources other than those designated, the contractor shall acquire the necessary rights to take material from the sources and shall pay all costs related thereto, including any that may result from an increase in length of haul. All costs of exploring, meeting environmental requirements and developing such other sources shall be at the contractor's expense. Environmental compliance documentation shall follow MoDOT requirements for contractor furnished borrow, as described in [Sec 203.3](#), and shall be submitted to the engineer for review and approval. The use of material from other than designated sources will not be permitted until representative samples taken by the contractor in the presence of the engineer have been approved and written authority is issued for the use thereof. If sources of material or material deposits are provided by the contractor, the engineer will test the samples and determine the suitability of the material.

SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Delete Sec 107.7 and substitute the following:

11/12

107.7 Use of Explosives. All blasting operations shall be conducted under the direct supervision of a licensed blaster as required by the Missouri Blasting Safety Act. When explosives are used in the prosecution of the work, the contractor shall use the utmost care to prevent bodily injury and property damage. The contractor shall be responsible for damage resulting from the use of explosives. The engineer will have the authority to suspend any unsafe blasting operation. The contractor shall be familiar and

comply with the rules and regulations of any city, county, state or federal agency or any other agency that may have jurisdiction in the handling, loading, transporting, storage and use of explosives. All places used for explosives storage shall be marked clearly "DANGEROUS EXPLOSIVES".

Delete Sec 107.7.5 through 107.7.5.4.3 in its entirety:

11/12

Delete Sec 107.13.2.1 to 107.13.2.2 and substitute the following:

07/12

107.13.2.1 Commercial Liability Insurance. The contractor shall carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri. Each such policy shall name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds, in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. These amounts are \$392,734 for any one person in a single accident or occurrence and \$2,618,230 for all claims arising out of a single accident or occurrence. Each policy shall be endorsed to cover liability arising from blasting if applicable, other inherently dangerous activities, and underground property damage. Each policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

107.13.2.2 Annual Updates. The contractor shall cause the insurer to update the contractor's liability insurance coverage minimums annually to correspond to the statutory limits as adjusted on an annual basis effective January 1st, and published in the Missouri Register as provided for in section 537.610 RSMo. If a statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Commission shall set reasonable limits for that insurance coverage which shall be subject to adjustment periodically, in a written notice from the Commission to the Contractor.

Delete Sec 107.13.2.3 and renumber accordingly:

07/12

SECTION 108 – PROSECUTION AND PROGRESS

Delete Sec 108.1.2 and substitute the following:

07/11

108.1.2 The value of the work sublet will be the amount designated in the contractual agreement between the contractor and the subcontractor. The subcontractor shall perform the work described in the subcontract agreement. No subcontracts, or transfer of contract, will in any case release the contractor's liability under the contract and bonds. Consent to a subcontract will not create a direct contractual relationship between the subcontractor and the Commission.

SECTION 109 – MEASUREMENT AND PAYMENT

Delete Sec 109.14 and substitute the following:

08/12

109.14 Price Adjustment for Fuel. If the contractor accepts the option for fuel adjustment in the bid proposal, the method of price adjustment for the fuel used on the items of work specified herein will be based on "Fuel Usage Factors". The following table specifies the fuel usage factors for Production and On-Road Hauling. The On-Road Hauling Factor is based on an average 30-mile round trip and will be used regardless of the actual haul distance.

Item of Work	Unit	Fuel Usage Factor for Production	Fuel Usage Factor for On-Road Hauling
Class A Excavation	gal/yd ³	0.20	n/a
Unclassified Excavation	gal/yd ³	0.30	n/a
Class C Excavation (Includes Sandstone and Igneous Rock Excavation)	gal/yd ³	0.40	n/a
Embankment in Place	gal/yd ³	0.35	n/a
Bituminous Construction on Roadways, Shoulders and Entrances. Includes both full depth asphalt and overlays. Includes all asphalt mixes under Secs 401, 402 and 403, as well as Ultrathin Bonded Asphalt Wearing Surface (UBAWS). Asphalt mixes paid by SY will be converted to equivalent tons.	gal/ton of total asphalt mix	2.65	0.67
Concrete Pavement Construction on Roadways, Shoulders and Entrances. Includes both full depth concrete and overlays. Includes roller compacted concrete. Round to nearest 1 in. increment. (e.g. if 7.5" pavement use 8 in. factor). If less than 6 in., use 6 in. factor. Concrete paid by CY will be converted to equivalent thickness.	gal/yd ² 6 in. 7 in. 8 in. 9 in. 10 in. 11 in. 12 in. 13 in. 14 in.	0.27 0.29 0.31 0.33 0.35 0.36 0.39 0.41 0.42	0.22 0.26 0.29 0.33 0.37 0.41 0.44 0.48 0.52
Aggregate Base Construction ^a on Roadways, Shoulders and Entrances. Aggregate base paid by other units will be converted to a quantity equivalent to SY (4 in. thickness).	gal/yd ² 4 in.	n/a	0.15

^a Includes all base in Secs 302 and 304, when hauled to the project, but does not include material in Secs 303 or 310. Does not include any base produced within project limits or adjacent to the project. Includes base shown in pay limits for optional shoulder designs (e.g. A3 shoulder), but not the portion identified as incidental base.

Delete Sec 109.14.4 and substitute the following:

08/12

109.14.4 The difference (±) between the "Monthly Fuel Index" and the "Starting Fuel Index" will be the "Monthly Fuel Index Adjustment Factor". This "Monthly Fuel Index Adjustment Factor", along with the "Fuel Usage Factor" and quantities of completed work for which payment is made will determine the fuel adjustment payment or deduction.

SECTION 203 – ROADWAY AND DRAINAGE EXCAVATION, EMBANKMENT AND COMPACTION

Delete Sec 203.3.2.5 and substitute the following:

08/12

203.3.2.5 Environmental clearances under applicable federal and state laws and regulations will include, but are not limited to the following: Clean Water Act (COE and MDNR), the Endangered Species Act (USFW and MDC), the National Historic Preservation Act (SHPO), the Farmland Protection Act (NRCS), Resource Conservation and Recovery Act (MDNR), Comprehensive Environmental Response (MDNR), Compensation, and Liability Act (MDNR) and RSMo Chapter 194, Section 194.400 *Unmarked Human Burial Sites* (SHPO). Certification shall be obtained in advance of the proposed use of a borrow site

and furnished to the engineer. Certification shall include clearance letters and other evidence of coordination from the appropriate regulatory agencies as attachments. Guidelines for obtaining environmental clearances for contractor furnished borrow sites may be obtained from the project contact as designated in the contract proposal.

Delete Sec 203.4.15 and substitute the following:

12/11

203.4.15 Excess or Unsuitable Material. All excess or unsuitable excavated material, including rock and boulders that cannot be used in embankments, may be placed on the sideslopes of the nearest embankment in a satisfactory manner or shall be disposed of off the right of way in areas secured by the contractor. Certification in accordance with Sec 203.3.2.5 shall be obtained in advance of the proposed use of a spoil site off the right of way. Rock or boulders greater than 24 inches shall not be used routinely in constructing sideslope embankments. A distinct shoulder line shall be maintained by keeping all such waste material at least 24 inches below the finished shoulder elevation, and specific density control will not be required.

SECTION 216 – REMOVAL FOR BRIDGE STRUCTURES

Delete Sec 216.50.2.2 and substitute the following:

12/11

216.50.2.2 The contact surfaces of all existing structural steel exposed by removal of the bridge deck shall be cleaned with a minimum of SSPC-SP-3 surface preparation. The area shall be coated with one coat of gray epoxy-mastic primer (non-aluminum) in accordance with [Sec 1081](#) to produce a dry film thickness of no less than 3 mils. The gray epoxy-mastic primer (non-aluminum) shall be compatible with concrete.

Delete Sec 216.60.2.4 and substitute the following:

12/11

216.60.2.4 The contact surfaces of all existing structural steel exposed by partial removal of the bridge deck shall be cleaned and coated in accordance with [Sec 216.50.2.2](#).

Amend Sec 216.90.3.4 and include the following:

12/11

216.90.3.4 The contact surfaces of all existing structural steel exposed by removal of the existing expansion joints and adjacent concrete shall be cleaned and coated in accordance with [Sec 216.50.2.2](#).

SECTION 303 – ROCK BASE

Delete Sec 303.3.5 and substitute the following:

11/12

303.3.5 The final surface shall be of a uniform texture and grade suitable for paving. The top 2 inches of the rock base shall consist of either 2-inch maximum rock fragments or spalls or reclaimed asphalt or concrete. The 2-inch maximum size granular material shall have a plasticity index not to exceed 10 and a gradation such that at least 50 percent of the material will be retained on the No. 4 sieve or have a gradation meeting Type 5 or 7 aggregate as specified in [Sec. 1007](#). There shall be no exposed rock exceeding the 2-inch size in the final surface that would interfere with final preparation of the base for paving.

SECTION 304 – AGGREGATE BASE COURSE

Delete Sec 304.4.1 and substitute the following:

12/11

304.4.1 Quality Control. The contractor shall control operations to ensure the aggregate base, in place, meets the specified requirements for density, thickness, gradation, deleterious, and plasticity index. Tests shall be taken at random locations designated by the engineer at the following frequency:

Tested Property	Test Method	Contractor Frequency	Engineer Frequency
Density	AASHTO T 191 or AASHTO T 310	1 per 1000 tons, minimum of 1 per day	1 per 4,000 tons, minimum of 1 per project
Dynamic Cone Penetrometer Index Value (for Type 7 base)	ASTM D6951	1 per 1000 tons, minimum of 1 per day	1 per 4,000 tons, minimum of 1 per project
Thickness	Applicable method meeting engineer's approval	1 per 1000 tons, minimum of 1 per day	1 per 4,000 tons, minimum of 1 per project
Gradation and Deleterious Material ^a	AASHTO T 11, AASHTO T 27 and MoDOT Test Method TM 71	1 per 2000 tons, minimum of 1 per day ^b	1 per 8,000 tons, minimum of 1 per project
Plasticity Index ^a	AASHTO T 89 and AASHTO T 90	1 per 10,000 tons, minimum of 1 per project	1 per 40,000 tons, minimum of 1 per project

^aSampled at point of delivery, prior to rolling.

^bWhen production for a week is anticipated to be 1,000 tons or less, the contractor may test the material at a frequency of 1 per 250 tons or 1 per week, whichever occurs first.

Delete Sec 305 and substitute the following:

02/12

304.5 Method of Measurement. Final measurement of the completed aggregate base course will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Measurement will include aggregate course placed under curb and gutter. Where required, measurement of aggregate base course, complete in place, will be made to the nearest square yard. Where the aggregate base course extends to the inslope of the shoulder, the pay limit of the aggregate base course will be measured from the mid-point of the sloped portion. The revision or correction will be computed and added to or deducted from the contract quantity.

SECTION 401 – PLANT MIX BITUMINOUS BASE AND PAVEMENT

Delete Sec 401.4.4.1 and substitute the following:

12/11

401.4.4.1 Base, BP-1 and BP-2 mixtures shall have the following properties, when tested in accordance with AASHTO T 245. The number of blows with the compaction hammer shall be 35 or the number of gyrations shall be 35 with the gyratory compactor. BP-1 and BP-2 mixtures shall have between 60 and 80 percent of the VMA filled with asphalt binder. BP-3 mixtures shall have a minimum 75 percent of the VMA filled with asphalt binder and dust to effective binder ratio of 0.9 to 2.0.

Mix Type	Percent Air Voids	AASHTO T 245 Stability lb	Voids in Mineral Aggregate (VMA)
BB	3.5	750	13.0 ^a
BP-1	3.5	750	13.5
BP-2	3.5	750	14.0
BP-3	3.5	750	15.0

^aBituminous base mixtures that would require 12.0 percent VMA following Asphalt Institute MS-2 will have a minimum 12.0 percent requirement.

Delete Sec 401.4.4.2 and renumber accordingly:

12/11

Delete Sec 401.5 and substitute the following:

12/11

401.5 Gradation and Deleterious Content Control. In producing mixtures for the project, the plant shall be operated such that no intentional deviations from the job-mix formula are made. The contractor shall determine on a daily basis at minimum, the gradation on the aggregate reclaimed from the RAP by either extraction or binder ignition. The gradation results shall be used to determine the daily specification compliance for the combined gradation. Mixtures as produced shall be subject to the following tolerances and controls:

(a) The maximum variations from the approved job-mix formula shall be within the tolerances as shown in the table below:

Sieve Size	Percent Passing by Weight	
	Tolerance	Action Limit
No. 8 ^a	± 5.0	± 10.0
No. 200	± 2.0	± 4.0

^a Use No. 16 sieve for BP-3

(b) The deleterious content of the material retained on the No. 4 sieve shall not exceed the limits specified in Sec 1004.2.

(c) If the plasticity index of any fraction exceeds that of the material approved for the mix design, additional testing may be required.

(d) The quantity of asphalt binder introduced into the mixer shall be the quantity specified in the job-mix formula. No changes shall be made to the quantity of asphalt binder without written approval from the engineer. The quantity of asphalt binder determined by tests on the final mixture shall not vary by more than ± 0.3 percent from the job-mix formula.

Delete Sec 401.10 and substitute the following:

08/12

401.10 Surface Smoothness. The finish of the pavement surface shall be substantially free from waves or irregularities and shall be true to the established crown and grade. The pavement shall be thoroughly tested for smoothness by profiling or straightedging in accordance with [Sec 610](#).

SECTION 402 – PLANT MIX BITUMINOUS SURFACE LEVELING

Delete Sec 402.5 and substitute the following:

12/11

402.5 Gradation and Deleterious Content Control. In producing mixture for the project, the plant shall be operated such that no deviations from the job mix formula are made. The contractor shall determine on a daily basis, at a minimum, the gradation on the aggregate reclaimed from the RAP by either extraction or binder ignition. The gradation results shall be used to determine the daily specification compliance for the combined gradation. Mixture as produced will be subject to the following tolerances and control:

(a) The total aggregate gradations shall be within the master range specified in [Sec 402.3](#).

(b) Material passing the No. 200 sieve shall not vary from the job mix formula by more than ± 2.0 percentage points.

(c) The deleterious content of the material retained on the No. 4 sieve shall not exceed the limits specified in [Sec 1004.2](#).

(d) If the plasticity index of any fraction exceeds that of the material approved for the mix design, additional testing may be required.

(e) The quantity of asphalt binder introduced into the mixer shall be that quantity specified in the job mix formula. No changes may be made to the quantity of asphalt binder specified in the job mix formula without written approval from the engineer. The quantity of asphalt binder determined by calculation or tests on the final mixture shall not vary more than ± 0.3 percent from the job-mix formula.

SECTION 403 – ASPHALTIC CONCRETE PAVEMENT

Delete Sec 403.2.6.1 and substitute the following:

07/11

403.2.6.1 Reclaimed Asphalt Pavement. Reclaimed Asphalt Pavement (RAP) may be used in any mixture, except SMA mixtures. Mixtures may be used with more than 30 percent virgin effective binder replacement provided testing according to AASHTO M 323 is included with the job mix formula that ensures the combined binder meets the grade specified in the contract. All RAP material, except as noted below, shall be tested in accordance with AASHTO T 327, *Method of Resistance of Coarse Aggregate Degradation by Abrasion in the Micro-Deval Apparatus*. Aggregate shall have the asphalt coating removed either by extraction or binder ignition during production. The material shall be tested in the Micro-Deval apparatus at a frequency of once per 1500 tons. The percent loss shall not exceed the Micro-Deval loss of the combined virgin material by more than five percent. Micro-Deval testing will be waived for RAP material obtained from MoDOT roadways. All RAP material shall be in

accordance with [Sec 1002](#) for deleterious and other foreign material.

Delete Sec 403.3.3 and substitute the following:

11/12

403.3.3 Porphyry Mixtures. For LP and SMA mixtures, at least 50 percent by volume of the shall be crushed porphyry retained on the following sieves: No. 30 for SP048, No. 16 for SP095 and No. 8 for SP125. Depending on the actual gradation of porphyry aggregate furnished, the amount of crushed porphyry required may vary, however at least 40 percent by weight of crushed porphyry will be required. Steel slag may be substituted for porphyry in LP and SM mixtures, except at least 45 percent by weight of crushed porphyry and/or slag will be required. The engineer may approve the use of other hard, durable aggregate in addition to porphyry and steel slag. . When an SMR mixture is designated, the mixture shall contain aggregate blends with at least 30 percent non-carbonate material in accordance with [Sec 403.3.5](#).

Delete Sec 403.4 and substitute the following:

07/11

403.4 Job Mix Formula. At least 30 days prior to placing any mixture on the project, the contractor shall submit a mix design for approval to Construction and Materials. The mixture shall be designed in accordance with AASHTO R 35 or R 46 and shall be tested in accordance with AASHTO T 312 except as noted herein. A detailed description of the mix design process shall be included with the job mix formula (JMF). Representative samples of each ingredient for the mixture shall be submitted with the mix design. Aggregate fractions shall be provided in the same proportions as the proposed job mix formula. A minimum of 150 pounds will be required for any individual fraction. The amount of each ingredient submitted shall be as follows for each mix design to be verified:

Ingredient	Minimum Amount
Aggregate	750 Pounds
Hydrated Lime, Mineral Filler and/or Baghouse Fines	20 Pounds
Asphalt Binder	10 Gallons

Delete Sec 403.4.5 and substitute the following:

11/12

403.4.5 Design Gyration. The number (N) of gyrations required for gyratory compaction shall be as follows:

Design	^b N _{initial}	^a N _{design}	^{a,b} N _{maximum}
F	--	50	--
E	7	75	115
C	8	80 or 100	160
B	9	125	205

^aSMA mixtures shall have N_{design} equal to 100 and no N_{maximum} requirement.

^bDesign Level C mixtures designed at 80 gyrations shall have no N_{initial} or N_{maximum} requirements.

Delete Sec 403.11.1 and substitute the following:

07/11

403.11.1 Field Mix Redesign. When a new mix design will be required, the contractor will be permitted to establish the new mix design in the field. The mixture shall be designed in accordance with AASHTO R 35 or AASHTO R 46 and shall meet the mix design requirements, including TSR. A representative sample of the mixture shall be submitted with the new mix design to the Central Laboratory for mixture verification. The amount of mixture submitted for verification shall weigh at least 50 pounds.

Delete Sec 403.19.3 and substitute the following:

07/11

403.19.3 Test and Pay Factor Items. As a minimum, the contractor and engineer shall test in accordance with the following table. Where multiple test methods are allowed, the contractor shall designate the test method to be used in the QC Plan. Final payment will be based on the indicated pay factor items.

Tested Property	Pay Factor	Test Method	Contractor Frequency	Engineer Frequency
Mixture temperature	No	----	1/Sublot	1/day
Temperature of base and air	No	----	As needed	As needed
Mat Density (% of theoretical maximum density) by contractor	Yes	MoDOT Test Method TM-41 or AASHTO T 166	1 Sample ^b /Sublot As needed for joints & shoulders.	1 Sample/Lot
Unconfined Joint Density	No	MoDOT Test Method TM-41 or AASHTO T 166	1 Sample ^b /Sublot	1 Sample/Lot
Cold feed or hot bin gradation and deleterious content	No	AASHTO T 27 and AASHTO T 11	2/Lot	1/Lot
FAA, CAA, Clay Content and Thin, Elongated Particles from material sampled from the cold feed or hot bin	No	AASHTO T 304, ASTM D 5821, AASHTO T 176 and ASTM D 4791	1/10,000 tons with a minimum of 1/project/mix type	1/project
Asphalt content	Yes	AASHTO T 164, or MoDOT Test Method TM-54, or AASHTO T 287, or AASHTO T 308	1/Sublot	1/Lot
Asphalt content of RAP	No	AASHTO T 164 ^d	1/Lot	1/project
VMA @ N _{des} gyrations	Yes ^a	AASHTO T 312 and R 35	1/Sublot	1/Lot
V _a @ N _{des} gyrations	Yes ^a	AASHTO T 312 and R 35	1/Sublot	1/Lot
VFA @ N _{des} gyrations	No ^a	AASHTO T 312 and R 35	1/Sublot	1/Lot
Theo. max SG of the mixture	No	AASHTO T 209	1/Sublot	1/Lot
TSR of the in place mixture	No ^c	AASHTO T 283	1/10,000 Tons or fraction thereof	1/50,000 Tons or 1/project combination

^aBased on the average of a minimum of two compacted specimens.

^bCore samples shall consist of one core. Up to two additional cores, as stated in the QC Plan, may be obtained at the same offset within one foot of the randomly selected location. If more than one core is obtained, all cores shall be combined into one sample.

^cPayment will be based on the table in [Sec 403.23.5](#).

^dOther methods may be approved by establishing correction factors for RAP from the same source.

Delete Sec 403.20 and substitute the following:

08/12

403.20 Surface Smoothness. The finish of the pavement surface shall be substantially free from waves or irregularities and shall be true to the established crown and grade. The pavement surface shall be thoroughly tested for smoothness by profiling or straighthedging in accordance with [Sec 610](#).

Delete Sec 403.20.1 and 403.20.2 in its entirety:

12/11; 08/12

SECTION 413 – SURFACE TREATMENTS

Delete Sec 413.20.2.1 and substitute the following:

07/11

413.30.2.1 Coarse Aggregate. Coarse aggregate may consist of crushed gravel, limestone, dolomite, porphyry, steel slag, flint chat, or blends of two or more of these aggregates will be acceptable. When coarse aggregate for these mixes are from more than one source or of more than one type of material, the coarse aggregate shall be proportioned and blended to provide a uniform mixture. Coarse aggregate shall be material predominantly retained above the No. 4 sieve and shall be in accordance with the following requirements:

Coarse Aggregate Modified Requirements			
Test	Method	Min	Max
Los Angeles Abrasion Value, % Loss ^a	AASHTO T 96		35
Soundness, % Loss, Sodium Sulfate ^a	AASHTO T 104		12
Flat & Elongated Ratio, % @ 3:1 ^b	ASTM D 4791		25
% Crushed, single face ^b	ASTM D 5821	95	
% Crushed, two faces ^b	ASTM D 5821	85	
Micro-Deval, % loss ^a	AASHTO T 327		18

^aTests shall be determined on each individual ledge combination.

^bTested on the coarse portion of the blended aggregate

Delete Sec 413.20.2.2 and substitute the following:

02/12

413.30.2.2 Fine Aggregate. Fine aggregate shall be material predominantly passing the No. 4 sieve and shall be in accordance with the following requirements:

Fine Aggregate Modified Requirements			
Tests	Method	Min	Max
Sand Equivalent ^a	AASHTO T 176	45	
Methylene Blue ^a	AASHTO T 330		10
Uncompacted Void Content ^a	AASHTO T 304	40	

^aTested on the fine portion of the blended aggregate

Delete Sec 413.30.4.2 and substitute the following:

11/12

413.30.4.2 Gradation. Prior to mixing with asphalt binder, the combined aggregate gradation, including filler if needed, shall meet the following gradation for the type of mixture specified in the contract.

Mix Design Criteria			
Composition by Weight Percentages			
	Type A	Type B	Type C
Sieves	% Passing	% Passing	% Passing
3/4 in.			100
1/2 in.		100	75 – 100
3/8 in.	100	75 – 100	50 – 80
No. 4	40 – 55	25 – 38	25 – 38
No. 8	22 – 32	19 – 27	19 – 27
No. 16	15 – 25	23 max.	23 max.
No. 30	18 max.	18 max.	18 max.
No. 50	13 max.	13 max.	13 max.
No. 100	10 max.	10 max.	10 max.
No. 200	4.0 – 6.0	4.0 – 6.0	4.0 – 6.0

SECTION 501 – CONCRETE

Delete Sec 501.3.3 and substitute the following:

12/11

501.3.3 Optimized Masonry Concrete. For optimized PCCM mixes, the gradation requirements of [Sec 1005.2](#) and [Sec 1005.3](#) will not apply. For coarse aggregate, 100 percent of each fraction shall pass the one-inch sieve and no more than 2.5 percent shall pass the No. 200 sieve. This value may be increased to 3.0 percent passing, provided there is no more than 1.0 percent of the

material passing the No. 200 sieve in the fine aggregate. For fine aggregate, no more than 2.0 percent shall pass the No. 200 sieve for natural sand, and no more than 4.0 percent shall pass the No. 200 sieve for manufactured sand.

Delete Sec 501.3.6 and substitute the following:

11/12

501.3.6 Cement Factors. The minimum cement requirements in pounds per cubic yard of concrete for the various classes of sand shall be as follows:

Cement Requirements ^{a,b}							
Class of Sand	Class A-1 Concrete	Class B Concrete	Class B-1 Concrete	Class B-2 Concrete	Class MB-2 Concrete ^{g,h}	Pavement Concrete	Seal Concrete
A ^c	600	525	610	705	600	560	660
B ^d	640	565	640	735	620	560	695
C ^e	--	585	660	750	640	560	715
D ^f	--	620	695	790	660	560	735

^aWhen used, Type IP, I(PM), IS or I(SM) cement shall be substituted on a pound for pound basis for Type I or Type II cement and adjustments in design mix proportions will be required to correct the volume yield of the mixture.

^bThe contractor may submit an optimized mix design which has a maximum 50 pounds per cubic yard reduction in cement from that shown in the tables. If the contractor chooses this option, the mixture will be subject to review, laboratory testing and approval by the engineer. All other requirements for the cement factor will apply.

^cClass A sand will include all sand, except manufactured sand, weighing 109 pounds per cubic foot or more.

^dClass B sand will include all chert, river and Crowley Ridge sand weighing from 106 to 108 pounds, inclusive, per cubic foot or glacial sand weighing 108 pounds or less per cubic foot.

^eClass C sand will include all chert, river and Crowley Ridge sand weighing from 101 to 105 pounds, inclusive, per cubic foot.

^fClass D sand will include all sand weighing 100 pounds or less per cubic foot and any manufactured sand that is produced by the process of grinding and pulverizing large particles of aggregate or which contains more than 50 percent of material produced by the reduction of coarser particles. Manufactured sand produced from limestone or dolomite shall not be used in Portland cement concrete for driving surfaces such as bridge decks, pavements and full depth shoulders.

^gModified B-2 (MB-2) concrete may be used in-place of Class B-2 Concrete.

^hModified B-2 (MB-2) concrete shall use at least one supplementary cementitious material in accordance with this specification. In no case shall MB-2 concrete use less than 15 percent fly ash or GGBFS when used as the individual supplementary cementitious material. In no case shall MB-2 concrete use less than 6 percent metakaolin when used as the individual supplementary cementitious material.

SECTION 502 – PORTLAND AND CEMENT CONCRETE BASE AND PAVEMENT

Delete Sec 502.3.1 and substitute the following:

11/12

608.3.1 Placement, finishing and curing of concrete shall be in accordance with [Sec 502](#). When items are constructed on a subgrade, the subgrade shall be compacted to the specified density of the applicable subgrade material in accordance with [Sec 209](#). The subgrade shall have a sufficient moisture content such that moisture is not drawn out of the concrete. Transparent membrane shall be used in lieu of pigmented membrane for curing concrete median strips, sidewalks, curb ramps and steps.

Delete Sec 502.8 and substitute the following:

08/12

502.8 Surface Smoothness. The pavement surface shall be thoroughly tested for smoothness by profiling or straightedging as indicated in [Sec 610](#).

Delete Sec 502.8.1 through 502.8.6.5 in their entirety:

08/12

Delete Sec 502.10.3.2 and substitute the following:

08/12

502.10.3.2 Pavement Thickness after Diamond Grinding. If the contractor elects to diamond grind to improve smoothness or surface texture, in accordance with [Sec 610.5.1.4](#) and [610.5.1.5](#), then pavement thickness determination will be made after all smoothness correction has been completed. Cores shall be 4 inch in diameter. Location of coring will be determined by the engineer using random sampling procedures in accordance with ASTM D 3665.

Delete Sec 502.15.1 through 502.15.3.5 in their entirety and renumber accordingly:

08/12

SECTION 603 – WATER LINE INSTALLATION

Delete Sec 603.2 and substitute the following:

05/12

603.2 Material. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section/Specification
Concrete	501
Reinforcing Steel for Concrete	1036
Ductile Iron Pipe, 3 to 48 inch diameters	AWWA C151
Polyethylene (PE) Pipe and Tubing, 1.2 to 3 inch diameter	AWWA C901
Polyethylene (PE) Pipe and Fittings, 4 to 48 inch diameter	AWWA C900
Polyvinyl Chloride (PVC) Pipe and Fabricated Fittings, 4 to 12 inch diameter	AWWA C905
Polyvinyl Chloride (PVC) Pipe and Fabricated Fittings, 14 to 48 inch diameter	AWWA C110
Ductile Iron and Gray-Iron Fittings	AWWA C110
Rubber Gasket Joints	AWWA C111
Cement Mortar Lining	AWWA C104
Gate Valves	AWWA C500
Rubber-Seated Butterfly Valves	AWWA C504
Dry-Barrel Fire Hydrants	AWWA C502
Seamless Copper Water Tube	ASTM B 88, Type K (ASTM B 88 M, Type A)

SECTION 605 – UNDERDRAINAGE

Delete Sec 605.10.2 and substitute the following:

12/11

605.10.2 Construction Requirements. Aggregate shall be Grade 3, Grade 4 or Grade 5 drainage aggregate. Edge drain pipe shall have a nominal internal diameter of 4 inches unless otherwise shown on the plans.

SECTION 609 – PAVED DRAINAGE

Delete Sec 609.30.3 and substitute the following:

12/11

609.30.3 Composition of Mixture. The asphaltic concrete mixture shall consist of aggregate, filler if needed, and asphalt binder combined in such proportions that the composition by weight of the finished mixture shall be within the limits specified for BP-3 or SP048 mixture in accordance with [Sec 401](#) and [Sec 403](#). The contractor shall submit in writing to Construction and Materials for approval of the job mix formula the contractor proposes to use for asphalt curb. A mixture demonstrating satisfactory results provided by the contractor may be used in lieu of the above mixtures.

SECTION 610 – PAVEMENT SMOOTHNESS

Amend Sec 610 to include the following :

08/12

SECTION 610

PAVEMENT SMOOTHNESS

610.1 Description. This work shall consist of measuring the smoothness of the final pavement surface. Smoothness shall be measured using the International Roughness Index (IRI). The following pavement types shall comply with this specification:

- a) Multi-lift asphalt construction contained in [Secs 401](#) and [403](#).
- b) Concrete pavement construction contained in [Secs 502](#) and [506](#).
- c) Combination of surface planning, such as diamond grinding or milling, and single lift asphalt construction contained in [Secs 401](#) and [403](#).
- d) Single lift asphalt construction contained in [Secs 401](#) and [403](#).

610.2 Material Requirements.

610.2.1 Inertial Profiler. IRI shall be computed from profile data collected with an inertial profiler (IP) that meets the requirements of AASHTO M 328

610.2.2 ProVAL Software. The contractor shall use the ProVAL software program to compute IRI smoothness and locate areas of localized roughness (ALR) in accordance with MoDOT TM-59.

610.2.3 Straightedge. A rolling 10-foot straightedge shall be used for checking longitudinal elevation changes. A 4-foot straightedge shall be used for checking transverse elevation changes.

610.3 Certification. All inertial profilers used to collect data on MoDOT projects shall be annually certified at the MoDOT certification site in accordance with TM-59. The operator of the IP shall be certified through the MoDOT technician certification program.

610.4 Construction Requirements.

610.4.1 Smoothness Increments. Length of pavement shall be defined in the following increments for the purpose of smoothness acceptance:

- a) Section – A section is a day's paving and shall begin and terminate at the construction joints. Interruptions designated by the engineer which cause placement to cease and begin at a new location will be considered as a separate section for that day's operation if the separate section is greater than 250 feet.
- b) Segment – Sections shall be divided into segments of 0.1 mile lengths with the exception of the last segment. If the last segment is greater than 250 feet and less than 0.1 mile, then the segment shall be measured for smoothness as an independent segment. If the last segment is 250 feet or less, the profile for that segment shall be included in the evaluation for the previous segment. The combined segment IRI shall be weighted for the length.

610.4.2 Profiling Areas.

610.4.2.1 Profiling will be applicable to the surface of all the following:

- a) Mainline paving
- b) Auxiliary lanes, turning lanes and ramps for projects or combination of projects, consisting of more than 0.5 mile of total profilable pavement.

601.4.2.2 Profiling will not be required for the following exceptions:

- (a) Bridge decks, bridge approach slabs and concrete approach pavements.
- (b) Pavement on horizontal curves with centerline radius of curve less than 1000 feet and pavement within the superelevation transition of such curves.
- (c) Pavement on vertical curves having a "K" value less than 90 and a length less than 500 feet.
- (d) Pavement width transitions.
- (e) Fifty feet in direction of travel on each side of utility appurtenances such as manholes and valve boxes.
- (f) Fifty feet in direction of travel on each side of intersecting routes with special grade transition.

- (g) Shoulders.
- (h) Interruptions designated by the engineer which provide independently placed sections shorter than 50 feet.
- (i) The last 15 feet of any section where the prime contractor is not responsible for the adjoining surface.

610.4.2.3 In addition to the exceptions in [Sec 601.4.2.2](#), profiling may be waived by the engineer if staging of the overall project; such as multiple entrance lane gaps, lane staging, etc.; affects the normal paving operation, or if multiple profile exceptions continuously exist on a large portion of the same roadway. Upon waiver, exempted areas shall be checked with a 10-foot straightedge.

610.4.3 Longitudinal Straightedging. Any pavement surface not measured with an inertial profiler shall be measured with a 10-foot straightedge. The straightedge path in the longitudinal direction for driving lanes will be located three feet from the outside edge and for shoulders will be located in the center. Additional paths with suspect roughness may be selected at the engineer's discretion. Shoulders that are paved integrally with an adjacent driving lane will not require straightedging. Any variations in the longitudinal direction exceeding 1/8 inch in 10 feet shall be marked for correction in a manner approved by the engineer.

610.4.4 Transverse Straightedging. The engineer shall randomly check driving lanes, regardless of the smoothness measurement method used, for variations in the transverse direction with a 4-foot straightedge. Any variations in the transverse direction more than 1/4 inch shall be marked for correction in a manner approved by the engineer.

610.4.5 Full Depth Pavement and Multi-lift Overlays. These construction procedures apply to pavement treatments described in [Sec 610.1 \(a\)](#) and [\(b\)](#).

610.4.5.1 Quality Control Testing. The contractor shall perform quality control (QC) testing on all eligible profiling areas and provide daily section smoothness data and completed project ProVAL reports in accordance with the testing and reporting procedures in MoDOT TM-59. Reported IRI for each segment is the average of both wheel paths.

610.4.5.2 Quality Assurance Testing. The engineer will perform quality assurance (QA) testing with a MoDOT inertial profiler to verify the QC test results. The QA profile will comprise a whole number of segments and represent approximately 10 percent of the total lane miles subject to [Sec 610.4.5.1](#). The contractor's IRI value for the average of both wheel paths in each segment must be within 6 inches/mile of the MoDOT value. If these tests indicate the contractor-furnished IRIs are not within the desired accuracy, the engineer may test a greater length up to the entire project length. Furnishing inaccurate test results may result in decertification of the operator.

610.4.5.3 Minimum Daily Smoothness. If any section has an average IRI of 125.1 inches/mile or greater for a pavement having a final posted speed greater than 45 mph, or 175.1 inches per mile or greater for pavement having a final posted speed of 45 mph or less, the paving operation will be suspended and will not be permitted to resume until corrective action approved by the engineer is taken by the contractor.

610.4.5.4 Areas of Localized Roughness. All areas of localized roughness (ALR) in the right wheel path; defined as any length of pavement, having a final posted speed greater than 45 mph, with a continuous 25-foot average IRI of 125.0 inches or greater, or any length of pavement, having a final posted speed of 45 mph or less, with a continuous 25-foot average IRI of 175.0 inches/mile or greater; shall be corrected. After correcting ALRs, additional correction may be necessary to reduce any profile segment in a pavement with a final posted speed greater than 45 mph, to an average IRI of 80.0 inches or less; or reduce any profile segment in a pavement with a final posted speed of 45 mph or less to average IRI of 125.0 inches/mile or less. A new IRI and ALR ProVAL report shall be furnished to the engineer no later than two days after the contractor profiles the corrected areas to verify compliance with minimum smoothness requirements.

610.4.5.5 Method of Correction. Corrective action to eliminate ALRs and improve the average IRI shall be accomplished by a method approved by the engineer. Diamond grinding may be used for bumps, but the use of an impact device, such as a bush hammer, will not be permitted. Total grinding depth shall be limited to ¼ inch. The final surface texture of corrected pavement shall be comparable to adjacent sections that do not require correcting. Satisfactory longitudinal grinding is acceptable as the final surface of the corrected pavements. All corrective work shall be completed prior to determination of pavement thickness.

610.4.6 Multi-treatment Overlays. These construction procedures apply to pavement treatments described in [Sec 610.1 \(c\)](#).

610.4.6.1 Quality Control Testing. The requirements are the same as [Sec 610.4.5.1](#).

610.4.6.2 Quality Assurance Testing. The requirements are the same as [Sec 610.4.5.2](#).

610.4.6.3 Minimum Daily Smoothness. The requirements are the same as [Sec 610.4.5.3](#).

610.4.6.4 Areas of Localized Roughness. The requirements are the same as [Sec 610.4.5.4](#).

610.4.6.5 Method of Correction. Corrective action to eliminate ALRs and improve the average IRI shall be accomplished with a method approved by the engineer. Diamond grinding bumps shall only be permitted for a 1 ¾-inch or greater single lift overlay. Grinding depth shall be limited to ¼ inch. The final surface texture of corrected pavement shall be comparable to adjacent sections that do not require correcting. All corrective work shall be completed prior to determination of pavement thickness.

610.4.7 Single Lift Overlays. These construction procedures apply to pavement treatments described in [Sec 610.1 \(d\)](#).

610.4.7.1 Pre-Construction. Prior to performing any resurfacing work, the contractor shall profile the outside wheel path in accordance with TM-59. This control profile will serve as the baseline for calculating percent improvement for the project.

610.4.7.2 Post-Construction. As soon as practical after resurfacing, the contractor shall profile the outside wheel path again. The same stationing shall be used to ensure a direct comparison with the pre-construction profile.

610.4.8 Marred Surface Area. Any area of a segment that has corrective diamond grinding performed without grinding the entire segment shall be defined as a marred surface area.

610.5 Basis of Payment.

610.5.1 Fixed Value Improvement. The following basis of payment procedures shall apply to all pavement treatments described in [Sec 610.1 \(a\), \(b\) and \(c\)](#).

610.5.1.1 Smoothness Adjustment. Smoothness adjustments will be paid per segment based on the IRI before any corrections, except for the allowances in [Sec 610.5.1.5](#). Any segment with an IRI above the maximum limit in Tables 1 and 2 must be corrected through a method approved by the engineer to achieve the desired smoothness. When paving widths are greater than the travel lane widths, incentive payment will apply to the driving lane design width only.

610.5.1.2 Incentives. Incentive payment for smoothness shall be based on either Table 1 or Table 2. Table 1 shall be used for pavements having a final posted speed greater than 45 mph. Table 2 shall be used for pavements having a final posted speed of 45 mph or less and for pavements with no posted speed limits. Constant-width acceleration and deceleration lanes shall be considered as mainline pavements.

Table 1	
International Roughness Index, Inches Per Mile	Percent of Contract Price
40.0 or less	105
40.1 - 54.0	103
54.1 - 80.0	100
80.1 or greater	100 ^a

Table 2	
International Roughness Index, Inches Per Mile	Percent of Contract Price
70.0 or less	103
70.1 - 125.0	100
125.1 or greater	100 ^b

^aAfter correction to 80.0 inches per mile or less.

^bAfter correction to 125.0 inches per mile or less.

610.5.1.3 Deductions. A minimum deduction of 20 percent of the contract unit price of the paving quantities will be made for marred surface areas as defined in [Sec 610.4.7](#). The deduction will be applied to an area of pavement extending from edge of the pavement to a longitudinal joint or between longitudinal joints in that section of pavement affected. If the length of the section affected is less than 10 feet, the deduction will be computed for 10 feet.

610.5.1.4 Segment Correction. If the contractor elects to diamond grind an entire segment and the corrected surface drops below the maximum IRI limits in the designated Table, then the contractor cannot receive any incentives, but the marred surface area deductions for that segment will be waived.

610.5.1.5 Section Correction. If the contractor elects to diamond grind an entire section then all segments within the section will be eligible for their respective incentives and the marred surface area deductions for that section will be waived.

610.5.1.6 Testing Cost. The contract unit price for pavement will be considered as full compensation for all items entering into the construction of the pavement including the cost of smoothness testing.

610.5.2 Percent Improvement. The following basis of payment procedures shall apply to all pavement treatments described in Sec 610.1 (d).

610.5.2.1 The contract price for resurfacing will be adjusted based on the improvement in profile index for each segment according to Table 3.

Table 3	
Percent Improvement (Change in IRI / Initial IRI) X 100	Percent of Contract Unit Price For Pavement
35.0 or greater	103
20.0 to 34.9	100
19.9 and lower	97

610.5.3 Dispute Resolution. Any dispute between the engineer and contractor regarding IRI QC/QA comparisons that cannot be settled at the project office level shall be arbitrated with the MoDOT reference profiler per the test procedure in TM-59. The results of the reference profiler shall be binding for the engineer and contractor.

SECTION 620 – PAVEMENT MARKING

Delete Sec 620.2.2.1 and substitute the following:

11/12

620.2.2.1 On roadways open to traffic, permanent pavement marking shall be in place no later than fourteen days after final paving operations, except when the permanent striping will be placed within the rumble strip, then the permanent striping shall be placed no later than fourteen days after the completion of the rumble strip. Permanent pavement marking applications for surface treatments requiring more than fourteen days of cure shall be placed in accordance with manufacturer's recommendations and as directed by the engineer.

Delete Sec 620.2.4.1 and substitute the following:

11/12

620.2.4.1 Retroreflectivity inspection will be performed by the engineer using a 30-meter geometry retroreflectometer at 0.1 mile intervals for a mobile retroreflectometer. If a hand held retroreflectometer is used, the intervals and acceptance shall be in accordance with MoDOT Test Method TM 80. Retroreflectivity acceptance requirements will be as follows:

Retroreflectivity Acceptance Requirements		
Type of Material	Color	Millicandelas/m²/lux Minimum Initial
Epoxy	White	300
	Yellow	225
Preformed Marking Tape	White	Per Manufacturer's Specifications
	Yellow	Per Manufacturer's Specifications
Paint	White	300
	Yellow	225

Delete Sec 620.2.5 and 620.2.5.1 and substitute the following:

11/12

620.2.5 Temporary Pavement Marking for Milling, Grinding and Resurfacing Operations. The contractor shall place and maintain preformed removable pavement marking tape, preformed short term marking tape or temporary raised pavement

markers on pavement undergoing milling, grinding or resurfacing operations. At the completion of each day's operation, the contractor shall install and maintain temporary pavement marking until permanent pavement marking material has been placed as specified in the contract, at the contractor's expense. At no time shall more than one mile of roadway behind the operation be unmarked. The contractor shall ensure all pavement marking, temporary or permanent, has been placed prior to leaving the work zone unattended. Pavement marking shall be replaced in the same configuration as the previously existing pavement marking unless otherwise shown on the plans or directed by the engineer.

620.2.5.1 On two-lane, two-way roadways with "no passing zone marking, all yellow centerline marking shall be replaced with yellow temporary raised pavement markers with yellow reflective material on both sides. White lane line marking on climbing or turn lanes shall be replaced with white raised pavement markers with white reflective material facing traffic. Temporary raised pavement markers shall be in accordance with [Sec 620.60](#).

Delete Sec 620.10.3.1.1 in its entirety and renumber accordingly: 11/12

Delete Sec 620.60.3.1 and substitute the following: 12/11

620.60.3.1 Temporary RPM's shall be of the colors shown on the plans unless otherwise directed by the engineer. Reflective faces shall be oriented to face traffic. Temporary RPM's shall be installed according to the manufacturer's recommendations and placed as shown in the Missouri Standard Plans for Highway Construction.

Delete Sec 620.60.3.1.1 through 620.60.3.2 and substitute the following: 12/11

620.60.3.1.1 Type 1 Temporary RPM's, with covers, shall be used for Seal Coat as defined in [Sec 409](#) and for surface treatment projects as defined in [Sec 413](#) with the exception of [Sec 413.30](#). When used for other than surface treatment projects, Type 1 Temporary RPM's, with no covers, may be used for temporary edgeline marking as shown on the plans.

620.60.3.1.2 Type 2 Temporary RPM's shall be used as shown on the plans for lane lines on all resurfacing projects.

620.60.3.2 On resurfacing projects, temporary RPM's shall be removed on intermediate lifts of asphalt before additional lifts are laid above them. Temporary RPM's on final wearing surfaces shall be removed if permanent striping is included in the contract.

Delete Sec 620.80 in its entirety: 12/11

SECTION 625 – SLAB STABILIZATION

Delete Sec 625.10.2.2.1 and substitute the following: 02/12

625.10.2.2.1 Asphalt cement material shall meet ASTM D3141. The Contractor shall provide a supplier certification with each shipment in accordance with [Sec 1015.2.2.1](#).

SECTION 703 – CONCRETE MASONRY CONSTRUCTION

Delete Sec 703.3.9 and substitute the following: 02/12

703.3.9 Hot Weather Concreting. The contractor shall schedule placing and finishing of bridge deck concrete during hours in which the ambient temperature will be lower than 85 F. The mixed concrete when placed in the deck forms shall have a temperature no higher than 85 F, however, if the contractor starts the concrete placement at least 30 minutes after sundown and covers the concrete with wet burlap when it will not mar the surface, but before morning solar radiation dries the surface and implements, to the extent possible, precautionary measures for hot weather concreting recommended in ACI 305R 'Hot Weather Concreting', then the concrete temperature can be increased to 90 F.

Delete Sec 703.3.6.1.4 and substitute the following: 05/12

703.3.6.1.4 Wet Curing. The concrete shall be covered with clean mats as soon as the curing compound has dried sufficiently to prevent adhesion, and the concrete surface will support the curing mat without marring or distorting the finish, but no more than 90 minutes after the concrete is floated or textured. If the concrete mix contains more than 15 percent fly ash or slag or combination thereof and remains plastic after 90 minutes, coverage with mats may be delayed, as directed by the engineer, until the surface will support the curing mat without marring or distorting the finish. The mats shall be sufficiently wet at the time of placement to prevent moisture absorption from the finished surface. The contractor shall control the run-off so as not to cause a

traffic hazard or soil erosion. The continuous wet cure shall be maintained a minimum of seven days and until the concrete has attained a minimum compressive strength of 3,000 psi.

SECTION 701 – DRILLED SHAFTS

Delete Sec 701.3.1 and substitute the following:

11/12

701.3.1 Concrete. Drilled shafts shall be constructed of Class B-2 concrete, and all material, proportioning, mixing and transporting of concrete shall be in accordance with [Sec 501](#), except as specified herein. An air entrainment admixture shall be used. A high range water-reducing admixture may be used to increase the slump to a maximum of 9 inches $\pm$ 1 inch. If used, the water-reducing admixture shall be added only after the concrete has reached the job site to reduce the potential for flash setting. The concrete mix for drilled shafts shall be dense, homogeneous, fluid and resistant to segregation, and shall consolidate under self-weight. The concrete mix shall have a set time that ensures that fluidity is maintained throughout the shaft concrete placement and removal of temporary casing, if used. A concrete retarder in accordance with AASHTO M 194, Type B, may be incorporated into the mix to retard set approximately two hours. Concrete for drilled shafts shall have a 28-day minimum compressive strength of 4,000 psi. Portland cement shall be Type I or Type II. The maximum water to cement ratio of a concrete mix to be placed under water shall be 0.45.

Delete Sec 701.3.3.2 and substitute the following:

11/12

701.3.3.2 General Properties. The material used to make the slurry shall not be detrimental to the concrete or surrounding ground strata. Mineral slurries shall have both a mineral grain size that remains in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. Polymer slurries shall have sufficient viscosity and gel characteristics to transport excavated material to suitable screening systems or settling tanks. The percentage and specific gravity of the material used to make the slurry shall be sufficient to maintain the stability of the excavation and to allow proper concrete placement. If approved by the engineer, the contractor may use water and on-site soils as a drilling slurry. In that case, the range of acceptable values for density, viscosity and pH, as shown in the following table for bentonite slurry, shall be met, except that maximum density shall not exceed 70 pounds/cubic foot. When water is used as the drilling fluid to construct rock sockets in limestone, dolomite, sandstone or other formations that are not erodible, the requirements for slurry testing will not apply if the entire fluid column is replaced with fresh water after drilling. To do so, fresh water should be introduced at the top of the casing and existing water used during drilling should be pumped out of the excavation from near the base of the socket until the entire volume of fluid has been replaced.

Delete Sec 701.4.4.2 and substitute the following:

11/12

701.4.4.2 General Methods. Excavations required for shafts and rock sockets shall be completed in a continuous operation. The contractor shall be responsible for ensuring the stability of the shaft excavation and the surrounding soil. When obstructions, either expected or unexpected, are encountered, the contractor shall notify the engineer promptly. Either the dry method, wet method, temporary casing method, permanent casing method if specified, or combinations, as necessary, shall be used to produce sound, durable concrete drilled shafts free of defects. The permanent casing method shall be used only when required by the contract documents. Blasting excavation methods will not be permitted. When a rock socket is required, the engineer will be the sole judge as to what constitutes the top of sound rock. Sound rock will be considered as the point where the rock is sufficient quality to allow the permanent casing to be seated. The engineer may order in writing additional depths of rock socket below the top of sound rock as considered necessary to improve the foundation. If the top surface of the sound rock is found to be inclined across the width of the shaft, the contractor shall immediately notify the engineer. The contractor shall use an airlift, or other method approved by the engineer, to clean the bottom of the shaft excavation.

Delete Sec 701.4.4.2.3 and substitute the following:

11/12

701.4.4.2.3 Temporary Casing Construction Method. The temporary casing construction method shall be used at all sites where the stability of the excavated hole or the effects of groundwater cannot be controlled by other means. In this method, the hole shall be advanced through caving material by the wet method in accordance with [Sec 701.4.4.2.2](#). When a formation is reached that is nearly impervious, a casing shall be placed in the hole and sealed. Drilling may proceed by the dry method to the projected depth. The placement of concrete shall proceed by the dry or wet method, except that the casing shall be withdrawn after the concrete is placed. In the event seepage conditions prevent use of the dry method, excavation shall be completed by the wet method. Before and during casing withdrawal, a 5-foot minimum head of fresh concrete above the bottom of the casing shall be maintained at such a level that fluid trapped behind the casing is displaced upward out of the shaft excavation without mixing with or displacing the shaft concrete. Casing extraction shall be at a slow, uniform rate with the pull in line with the axis of the shaft. Temporary casings shall be removed while the concrete is still workable and the slump of the concrete is between 6 and 10 inches. Vibratory hammers shall not be used for casing installation or removal within 50 feet of other shafts that have been

completed less than 24 hours earlier. The reinforcing cage shall not be damaged or displaced when withdrawing the temporary casing.

Delete Sec 701.4.8 and substitute the following:

11/12

701.4.8 Unexpected Obstructions. When unexpected obstructions are encountered, the contractor shall notify the engineer immediately. Obstructions are defined as impenetrable objects that a) cannot be removed or excavated with augers fitted with soil or rock teeth, drilling buckets and/or underreaming tools and b) cause a significant decrease in the rate of excavation advancement, relative to the rate of advancement for the rest of the shaft excavation with the particular strata that the obstruction is located in. The engineer will be the sole judge of the significance of any reduced rate of shaft advancement and shall be present to evaluate the occurrence of the obstructions. Subsurface obstructions at drilled shaft locations shall be removed by the contractor. Such obstructions may include man-made materials such as old concrete foundations and natural materials such as boulders. The contractor shall employ special procedures or tools which may include but are not limited to: chisels, boulder breakers, core barrels, air tools, hand excavation, temporary casings, and increasing the hole diameter. Blasting will not be permitted. In the event, unexpected obstructions are encountered, the contractor shall strictly follow the procedure provided for a differing site condition set forth in [Sec 104](#). Any adjustment to the contract amount or time will only be those expressly permitted by the contract documents and only to the extent expressly provided in the contract documents. No contract adjustment will be determined, as to entitlement or amount on any basis other than under the contract as a differing site condition. Specifically, but not by way of limitation, the contractor agrees that the contractor will not be entitled to any contract adjustment arising from encountering an unexpected obstruction on the basis that, with respect to the obstruction, the Commission made: (1) a positive representation; (2) of a material fact; (3) which was false or incorrect; (4) as to which positive representation of material fact the contractor lacked knowledge that the representation was false or incorrect; (5) upon which positive representation of material fact the contractor asserts that the contractor relied; and (6) was damaged as a direct result of the positive representation of material fact.

Delete Sec 701.4.11.1 and 701.4.11.2 and renumber accordingly:

11/12

Delete Sec 701.4.11.1 and substitute the following:

11/12

701.4.11.1 Log of Excavated Material. The contractor shall maintain a log of excavated material for each foundation inspection hole, and a rough draft of the logs shall be delivered to the engineer within 24 hours of completion of the boring. A typed log prepared by a geologist or engineer along with recommendations for the tip of casing shall be delivered to the engineer within 5 days. The log shall include the following:

(a) The amount of NX cored per run and the amount recovered. All core loss shall be noted and explained. Clay layers shall be noted and located on the log by depth.

(b) The Rock Quality Designation (RQD) for the NX core. The bedding thickness and degree of weathering shall also be noted.

(c) One unconfined compression test per 5 feet of NX core, unless otherwise specified by the contract documents or directed by the engineer, shall be run on samples of NX core from the rock socket. The results of these tests shall be delivered to the engineer. The results of the unconfined compression tests shall be reported in units of kips per square foot (ksf). Any effect on time of performance resulting from delays in delivery of the above test results to the engineer will be nonexcusable.

(d) Color photographs of the core.

Delete Sec 701.4.13.1.3 and substitute the following:

11/12

701.4.13.1.3 Time Limitations. The elapsed time from the beginning of concrete placement in the shaft to the completion of the placement shall not exceed two hours. All admixtures shall be adjusted for the conditions encountered on the job so the concrete remains in a workable plastic state throughout the two-hour placement limit. Prior to concrete placement, the contractor shall provide test results of both a trial mix and a slump loss test conducted by an approved testing laboratory using approved methods to demonstrate that the concrete meets the two-hour requirement. The contractor may request a longer placement time if a concrete mix is provided that will maintain a slump of 6 inches or greater over the longer placement time in the entire shaft as demonstrated by trial mix and slump loss tests. The trial mix and slump loss tests shall be conducted using concrete and ambient temperatures approved for site conditions.

Delete Sec 701.4.17.2.3 and substitute the following:

11/12

701.4.17.2.3 Sonic Logging Test Procedure. The drilled shaft shall be tested between 2 and 40 days after concrete placement. The following procedures shall apply:

(a) Pipes shall be checked to ensure the pipes are free from blockages and are filled with water any addition of water shall be noted and reported.

(b) Levels shall be taken on top of each pipe, each pipe shall be plumbed and the length shall be recorded.

(c) Testing shall be performed between each pair of adjacent pipes around the shaft perimeter and also in pairing combinations between each pipe with all other pipes in the shaft. If concrete coring is performed to confirm the nature of an anomaly identified during CSL testing, a subsequent CSL survey shall be performed using the concrete core hole(s) and the CSL access pipes.

(d) All tests shall be carried out with the probes in the same horizontal plane unless the engineer directs that defects be further evaluated with the probes on different horizontal planes.

(e) The probes shall be raised simultaneously from the bottom of the pipes ensuring that all slack is taken out of the cables before the analyzer is switched on, and that the distance between transducers remains constant during the course of the test. The speed of ascent shall be less than 12 inches per second. Measurements shall be taken at 3-inch intervals or less. Anomalies indicated by reduced velocity in the drilled shaft concrete and significantly lower energy shall be reported. If anomalies are detected, additional tests with two or more sources per receiver with vertical offsets of greater than or equal to 20 inches may be conducted at the request of the engineer between the same tubes unless the anomaly is within 20 inches of the bottom of the shaft.

(f) The contractor shall provide accurate measurements of probe depths on the logs.

Delete Sec 701.4.17.2.4 and substitute the following:

11/12

701.4.17.2.4 Record of Testing. Preliminary results of the testing shall be provided on site prior to the CSL consultant leaving the site. A detailed CSL report and test data shall be submitted to the engineer within seven days. The CSL report shall be signed and sealed by a Professional Engineer. The CSL report shall include, but is not limited to, the following: project identification and dates of testing, a table and schematic showing shafts tested with accurate identification of tube coordinates and collar elevation, name of personnel that performed the tests and interpretation and those personnel's affiliation, equipment used, data logs, interpretation, analysis, and results. The data logs shall include XY plots of velocity and energy versus depth. CSL data shall be processed to provide easy to understand 2D cross-sections between tubes for all tube pair combinations. These plots shall be annotated by the CSL consultant as appropriate to delineate anomalous results. If offset surveys are performed as part of 3D tomography, data plots shall include 3D volumetric images for the entire shaft, color-coded, to indicate velocity or energy variations along the shaft. Locations and geometry of anomalies or unconsolidated zones shall be identified in 3D color images with detailed discussion. The results for CSL and 3D surveys shall be based on the percentage decrease in velocity as correlated to the following Concrete Condition Rating Criteria (CCRC). The velocity of good concrete shall be established from a nearby zone of good concrete. Deviations from the velocity shall be used for determining the Concrete Condition Rating.

Concrete Condition Rating Criteria			
Concrete Condition Rating	Rating Symbol	Velocity Reduction	Indicative Results
Good	G	0 to 10%	Acceptable concrete
Questionable	Q	10% to 25%	Minor concrete contamination or intrusion. Questionable quality concrete.
Poor	P/D	> 25%	Possible defects exist, possible water slurry contamination, soil intrusion, and or poor quality concrete.
Water	W	V= 4760 to 5005 ft/sec	Water intrusion, or water filled gravel intrusion with few or no fines present.
No Signal	NS	No signal received	Soil intrusion or other severe defect absorbed the signal, tube debonding if near top.

Delete Sec 701.6.1 and 701.6.2 and substitute the following:

11/12

701.6.1 Drilled Shaft. Accepted drilled shafts will be measured for payment to the nearest 0.10 linear foot of length along the axis of each shaft complete-in-place. For shafts without a rock socket, measurement will be from the plan top of the shaft elevation to the bottom of the shaft. For shafts with a rock socket, measurement will be from the plan top of the shaft to the top

of the rock socket. “Top of the rock socket” will be defined as the upper elevation at which rock occurs across the entire width of the shaft, as determined by the engineer. Reinforcing steel will be measured for payment in accordance with [Sec 706](#).

701.6.2 Rock Socket. The accepted rock sockets, if required, will be measured for payment to the nearest 0.10 linear foot of length along the axis of each rock socket in-place from the top elevation of the rock, as determined by the engineer and in accordance with [Sec 701.6.1](#), to the bottom of the rock socket as built. In the event that additional rock socket construction is directed by the engineer, the additional length will be measured to the nearest 0.10 linear foot. Reinforcing steel will be measured for payment in accordance with [Sec 706](#).

Delete Sec 701.6.5 and substitute the following:

11/12

701.6.5 Foundation Inspection Holes. Measurement for payment for foundation inspection holes will be to the nearest 0.10 linear foot of length along the axis of each hole by the linear foot. Measurement will be from the top of the rock socket to the bottom of the foundation inspection hole. If the engineer directs foundation inspection borings more than 10 feet or twice the diameter of the rock socket, whichever is greater, below the anticipated bottom of the rock socket elevation as shown on the plans, measurement for payment for that portion of the boring in excess of 10 feet below or twice the diameter anticipated bottom of the rock socket elevation as shown on the plans will be to the nearest 0.10 linear foot of excess.

Delete Sec 701.7.6 and substitute the following:

11/12

701.7.6 Foundation Inspection Holes. Payment for foundation inspection holes will be at the contract unit price and will be considered full compensation for drilling or coring the holes, extracting and packaging the samples or cores, laboratory testing, delivering the samples or cores to the specified MoDOT location and for all other expenses necessary to complete the work. If the engineer directs foundation inspection borings more than 10 feet or twice the diameter of the rock socket, whichever is greater, below the anticipated bottom of rock socket elevation as shown on the plans, payment for that portion of the boring in excess of 10 feet or twice the diameter of the rock socket, whichever is greater, below the anticipated bottom of the rock socket elevation as shown on the plans will be at the rate of 150 percent of the contract price per linear foot of excess.

SECTION 704 – CONCRETE MASONRY REPAIR

Delete Sec 704.4.1.7 and substitute the following:

10/11

704.4.1.7 Reinforcement Repair. Particular care shall be taken not to disturb or damage reinforcing bars. All exposed reinforcing bars shall be thoroughly cleaned by sand or hydro blasting. Cut or broken bars or bars with 25 percent or more cross sectional area lost shall be spliced 24 diameters on each side of the damage with new bars of the same size in accordance with [Sec 706](#). Damaged existing epoxy coated reinforcement shall be repaired in accordance with [Sec 710](#).

SECTION 712 – STRUCTURAL STEEL CONSTRUCTION

Delete Sec 712.5.1 and substitute the following:

11/12

712.5.1 Fit-up and Drifting. Truss spans, plate girders and continuous I-beams shall be supported to maintain required camber during erection. High-strength bolted field splices and primary connections, except for trusses and structures carrying live load erection stresses, shall have no less than one-half of the holes filled with a combination of fitting-up bolts and cylindrical drift pins. No more than 50 percent of this combination shall be fitting-up bolts. Splices and primary connections carrying erection traffic during erection or truss connections shall have no less than three-fourths of the holes filled with drift pins and bolts with no more than 50 percent of being fitting-up bolts. The specified ratio of pins to bolts shall apply to each element of the splice, for example, top flange, web and bottom flange of girders. Fitting up bolts shall be the same diameter as the high-strength bolts. High strength bolts may be used for fitting-up bolts, and may be left in place, as long as they are not damaged during erection. High strength bolts will be considered damaged and shall be replaced if they are tensioned past snug tight, used to draw two members together, driven into place with a hammer, or have any deformation of the threads. Drift pins shall be sized to provide a driving, tight fit that maintains structure geometry during erection. Reaming of the holes to aid in drifting the connections will not be permitted. Fitting-up bolts shall be placed uniformly to draw the entire splice tight. All fitting-up bolts and drift pins shall be properly installed before beginning high strength bolt installation. Holes that do not match shall be reamed only with approval from the engineer. Drifting that would distort the metal will not be permitted.

Delete Sec 712.5.3 and substitute the following:

11/12

712.5.3 Anchor Bolts. Anchor bolt wells for superstructures shall be formed in the substructure units in accordance with the details shown on the plans utilizing permanently placed galvanized corrugated steel pipe in accordance with AASHTO M36 Type 1 avoiding direct metallic contact with other reinforcement. Other removable forming material may be used and shall not be left

in place. Where permitted or required, the anchor bolt wells may be omitted, and in lieu thereof, holes drilled into the substructure without cutting any reinforcements. The anchor bolt holes shall be drilled in the exact location shown, to the required depth and perpendicular to the plane of the bridge seat. The drilled holes shall be at least 1 inch larger than the bolt diameter. When the anchor bolts are set in wells or holes, the wells hole shall be clean and dry prior to grouting with an expansive mortar in accordance with [Sec 1066](#). Excess mortar forced out of the holes shall be removed. The location of anchor bolts in relation to the center of slotted holes provided in movable plates and shoes shall be varied to compensate for the movement of spans due temperatures above or below 60 F. Nuts on anchor bolts through moving parts of expansion bearings shall be adjusted to provide ample clearance for free movement of the span.

Delete Sec 712.7.2 and substitute the following:

11/12

712.7.2 Snug Tightness of Connections. Regardless of the method of final tightening used to install the fasteners, the joint and all fasteners shall first be brought to the snug tight condition. Snug tight will be defined as the tightness where all faying surfaces of the joint are in firm contact as attained by a few impacts of an impact wrench or the full effort of a person using an ordinary spud wrench. Following the initial snug tightening of the fitting-up bolts, the remaining holes shall be filled with high strength bolts and tightened to a snug tight condition. All final bolts completing the connection shall be high strength and required nominal diameter. Snug tightening shall progress systematically from the most rigid part of the connection to the free edges. Bolts shall be retightened in a similar manner as necessary until all bolts are simultaneously snug tight, and the section is fully compacted with the bolted parts of the joint in full contact. For Type 3 and Type 1 bolts that will be field coated, if a connection is not completely tightened within five days of snug tightening, the contractor shall remove five percent or five bolts (whichever is less) of a given connection and conduct rotational capacity testing in accordance with [Sec 1080](#) to verify nut lubrication. For bolted field splices, the amount of bolts specified for bolt removal shall apply to each element of the splice (top flange, web and bottom flange). If the rotational capacity test is unacceptable, all bolts shall be removed, inspected, relubricated and may then may be reinstalled. For galvanized bolts, the above condition shall be met as well as the threads of the bolts and nuts shall be inspected for galling prior to final tensioning. Any bolts or nuts with threads that are galled shall be removed and replaced.

SECTION 724 – PIPE CULVERTS

Delete Sec 724.1.1 and substitute the following:

02/12

724.1.1 The contract will specify either the type of pipe or the group of permissible types of pipe. If a group of permissible types is specified, the contractor may use any of the types listed within the specified group as follows:

	Group A ^d	Group B ^d	Group C
Rigid Pipe			
Reinforced Concrete Culvert Pipe	X	X	X
Vitrified Clay Pipe	X	X	X
Flexible Pipe – Metal^a			
Aluminum Coated Steel Pipe	X	X	X
Polymer Coated Steel Pipe	X	X	X
Aluminum Alloy Pipe	X	X	X
Bituminous Coated Steel Pipe			X
Zinc Coated Steel Pipe			X
Flexible Pipe - Thermoplastic			
Polypropylene Pipe ^c	X	X	X
High Density Polyethylene Pipe ^b	X	X	X
Steel Reinforced Polyethylene Pipe ^b	X	X	X
Corrugated PVC Pipe ^c	X	X	X

^a Metal Pipe used for storm sewer applications shall be Type IA or Type IR

^b When used for Group A limited to 24" diameter and less

^c When used for Group A 36" diameter and less shall be used

^d Pipe used for storm sewers under the influence of a pavement section or future anticipated influence of a pavement section which has a 3,500 ADT or greater shall be Group A pipe. Pipe used in other storm sewer applications shall be Group B. No other substitutions will be allowed.

SECTION 725 – METAL PIPE AND PIPE ARCH CULVERTS

Delete Sec 725.2 and substitute the following:

08/12

725.2 Material. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

Item	Section
Corrugated Metallic-Coated Steel Culvert Pipe, Pipe-Arches and End Sections	1020
Bituminous Coated Corrugated Metal Culvert Pipe, Pipe Arch	1021
Corrugated Aluminum Alloy Culvert Pipe and Corrugated Aluminum Alloy Structural Plate	1024
Polymer Coated Corrugated Metal Culvert Pipe and Pipe Arches	1027

SECTION 805 – SEEDING

Delete Sec 805.4 substitute the following:

11/12

805.4 Acceptance. Acceptance of permanent seeding will be made when seeded disturbed areas meet the requirements for final stabilization as defined in the current state operating permit for land disturbance. Inspection for acceptance will be made within 60 days after seeding, excluding seeding dates that fall between September 30 and March 1. Seeding that occurs between September 30 and March 1 will be inspected no earlier than May 1.

SECTION 901 – HIGHWAY LIGHTING

Delete Sec 901.3.1 substitute the following:

11/12

901.3.1 Bolts, nuts and washers specified to be galvanized shall be galvanized in accordance with AASHTO M 232 (ASTM A 153), Class C, or mechanically galvanized in accordance with AASHTO M 298 (ASTM B 695) Class 55. Except for anchor bolts, galvanizing thickness shall not exceed 6 mils. For anchor bolts and nuts and for high strength bolts and nuts, except those in accordance with ASTM A325, the contractor shall furnish to the engineer a test report certified to be the last completed set of mechanical tests for each size in each shipment. For high strength bolts and nuts in accordance with ASTM A325, the contractor shall furnish to the engineer a copy of the manufacturer's inspection test report for each production lot or shipping lot furnished and shall certify the bolts furnished are in accordance with the specifications. Bolts and nuts in accordance with ASTM A 307 shall be accompanied by a manufacturer's statement that the bolts and nuts were manufactured in accordance with ASTM A 307.

Delete Sec 901.19.4 in its entirety and renumber accordingly:

07/11

SECTION 902 – TRAFFIC SIGNALS

Delete Sec 902.4.1 substitute the following:

11/12

902.4.1 Bolts, nuts and washers, except stainless steel, shall be galvanized in accordance with AASHTO M 232 (ASTM A 153), Class C or mechanically galvanized in accordance with AASHTO M 298 (ASTM B 695), Class 55. Except for anchor bolts, galvanizing thickness shall not exceed 6 mils. Anchor bolts shall have a minimum yield strength of 55,000 psi and a minimum elongation of 14 percent in 2 inches or 12 percent in 8 inches. For anchor bolts and nuts, and for high strength bolts and nuts, except those in accordance with ASTM A325, the contractor shall furnish to the engineer a test report certified to be the last completed set of mechanical tests for each size in each shipment. For high strength bolts and nuts in accordance with ASTM A325, the contractor shall furnish a copy of the manufacturer's inspection test report for each production lot or shipping lot furnished to the engineer and shall certify the bolts furnished are in accordance with the requirements specified. Bolts and nuts specified to meet ASTM A 307 shall be accompanied by a manufacturer's statement that the bolts and nuts were manufactured in accordance with ASTM A 307.

SECTION 903 – HIGHWAY SIGNING

Delete Sec 903.2.1 substitute the following:

08/12

903.2.1 Sign Posts and Tubular Steel Sign Supports.

Item	Section/Specification
Wood Posts	1050
Steel Pipe Posts	ASTM A 53, Grade B, or ASTM A 500, Grade B
Galvanizing of Steel Pipe Posts	ASTM A 53
Structural Steel Welding Electrodes	AWS A5.1 or AWS A5.5
Structural Steel Posts	AASHTO M270 Grade 50 or 50w
U-Channel Posts	ASTM A 499, Grade 60

SECTION 1005 – AGGREGATE FOR CONCRETE

Delete Sec 1005.2.1 and substitute the following:

12/11

1005.2.1 All coarse aggregate for concrete shall consist of sound, durable rock, free from objectionable coatings and frozen and cemented lumps. The percentage of deleterious substances shall not exceed the following values, and the sum of percentages of all deleterious substances, exclusive of Items 5 and 6, shall not exceed 6.0 percent. For crushed stone, the percentage of wear shall not exceed 50 when tested in accordance with AASHTO T 96.

Deleterious Material	Percent by Weight
Deleterious Rock	6.0
Shale	1.0
Chert in Limestone	4.0
Other Foreign Material	0.5
Material Passing No. 200 Sieve Gradations D & E	2.5 ^a
Thin or Elongated	5.0

^a Value may be raised to 3.0 percent, providing the material passing the #200 sieve in the fine aggregate is less than or equal to 1.0 percent.

SECTION 1010 – SELECT GRANULAR BACKFILL FOR STRUCTURAL SYSTEMS

Delete Sec 1010.3.1 substitute the following:

12/11

1010.3.1 To ensure proper functioning of the structure, the backfill material used for structural applications shall be in accordance with the following:

Sieve Size	Percent Passing by Weight
4-inch	100
No. 40	0-60
No. 200	0-10 *

* May be increased to 15% if gradation sample is obtained from the compacted backfill material.

Delete Sec 1010.3.4 substitute the following:

02/12

1010.3.4 The angle of internal friction for the backfill material shall be no less than 34 degrees. No testing will be required whenever 80 percent of the particle sizes are greater than 0.75 inch or whenever the backfill material consists entirely of crushed stone. When testing is required, testing shall be in accordance with one of the tests specified below.

Delete Sec 1010.3.6 and 1010.3.7 substitute the following:

12/11

1010.3.6 For select granular backfill other than crushed stone the organic content of the backfill material shall be less than or equal to one percent and shall be measured in accordance with AASHTO T 267 for material finer than the No. 10 sieve.

Delete Sec 1010.4.1.1 and substitute the following:

12/11; 11/12

1010.4.1.1 When metallic soil reinforcements are used, the backfill material shall be in accordance with the electrochemical requirements as follows:

Requirement	Test Method
Resistivity > 2000 ohm-cm	AASHTO T 288
pH of 5-10**	AASHTO T 289
Chlorides ≤ 100 ppm	AASHTO T 291
Sulfates ≤ 200 ppm	AASHTO T 290*

* Water soluble sulfates shall be tested in accordance with AASHTO T 290 Method A-Gravimetric Method with the following modifications: Per section 13, follow subsection 13.1 through 13.3 as stated in the test procedure. Transfer 250 ml of extracted sample to a 400-ml plastic beaker and place in a 90 C oven for 30 minutes. A blank should be run concurrently with the test sample using 250 ml of DI water. After 30 minutes, add 10 ml of barium chloride (100g/L) to test sample and blank. Place test sample and blank back into a 90 C oven and let samples digest for 12 to 24 hours. Filter through a retentive paper, wash the precipitate thoroughly with hot DI water, place the paper and contents in a weighted porcelain crucible, and slowly char and consume the paper without inflaming. Ignite at 1000 C for 2 hours, cool in a desiccator, and determine the mass as grams of barium sulfate. Subtract the blank and convert grams of barium sulfate to mg/kg of sulfate ion content.

** Use pH of 5-9 for aluminized soil reinforcement.

Amend Sec 1010.4.1.3 and to include the following:

12/11

1010.4.1.3 Resistivity shall be tested by the contractor in accordance with AASHTO T 288. Resistivity result will be defined by the minimum resistivity noted during the test. Resistivity shall be tested a minimum of once per 30,000 tons, by the Contractor and a minimum of once by quality assurance representing the engineer. Minimum sample frequency is per project, per source, per product. For samples that do not meet specifications a split sample shall be obtained from the source stockpile for final comparison testing. Contact the State Construction and Materials Engineer for acceptance.

Delete Sec 1010.5.1 and substitute the following:

12/11

1010.5.1 The contractor shall furnish to the engineer written certification that the backfill material provided complies with the applicable sections of this specification. Test results in the certification shall be within one year from the start of construction of each wall. Copies of all test results for tests performed to ensure compliance with this specification shall be furnished to the engineer. The engineer will assure a minimum of one complete set of quality assurance tests for each complete certification supplied by the contractor, within the same time constraints.

SECTION 1019 – CEMENT

Delete Sec 1019.2.1 and substitute the following:

07/11

1019.2.1 Portland Cement. All Portland cement shall be in accordance with AASHTO M 85 with the following modifications:

(a) Specific surface, fineness, for all Type I Portland cements shall not exceed 420 m²/kg using Air permeability test. Maximum fineness limits do not apply if the sum of C3S + 4.75C3A is less than or equal to 90.

(b) When slag cement is used as an inorganic processing addition, loss on ignition shall be corrected in accordance with ASTM C 114 and reported on mill test reports.

Delete Sec 1019.2.3 and substitute the following:

07/11

1019.2.3 Blended Hydraulic Cement. All blended hydraulic cement shall be in accordance with Type IP, IS or IT of AASHTO M 240 with the following modification that chemical composition shall be provided and tolerances checked in accordance with Section 7.2 of AASHTO M240 and allowable constituent amounts of Type IP, IS and IT cements are within the specified limits listed below:

- (a) Type IP cement shall have a pozzolan constituent up to 25 percent by mass of the blended cement. Type IP cements, in which the pozzolan constituent is metakaolin or silica fume, shall be a maximum of 15 or 8 percent, respectively.
- (b) Type IS cement shall have a slag cement constituent up to 25 percent by mass of the blended cement.
- (c) Type IT cement shall have a slag cement and pozzolan constituent up to 40 percent by mass of the ternary blended cement. The maximum constituent requirements shall be in accordance with Sec 1019.2.3 (a) and (b) in some combination up to 40 percent. Insoluble residue requirements do not apply for Type IT cements.

SECTION 1029 – FABRICATING PRESTRESSED CONCRETE MEMBERS FOR BRIDGES

Delete Sec 1029.6.14 and 1029.6.15 and substitute the following:

05/12

1029.6.14 Surface Finish, I-Girders Surface finish shall be in accordance with Sec 703.3.5.8, except that no cracks of any kind in post-tensioned members shall be filled before the stressing is completed. The engineer will determine the kind, type and extent of cracks and surface defects, such as honeycomb and chipped edges or corners, that will be tolerated. Repairs may be permitted with mortar in accordance with Sec 703.3.2.9. Commercially available patching material may be used if approved by the engineer. The top surface of members shall be scored transversely to a depth of approximately 1/4 inch with a wire brush, stiff broom or other approved method. A 3-inch wide strip across the top flange of the member shall be smooth finished to accurate top flange depth at each camber point designated on the plans. No laitance shall remain on surfaces to be embedded in concrete. After removal of hold-down devices, holes shall be plugged. If the method for plugging these holes is not shown on the shop drawings, written approval of the proposed method shall be obtained from the engineer. Exposed reinforcing steel shall be thoroughly cleaned of all concrete before delivery of members. The portions of girders to be embedded in the diaphragms at supports shall be roughened by sandblasting or other approved methods to provide suitable bond between girder and diaphragm. Mechanical benders, without the use of heat, shall be used to bend the strands on girders.

1029.6.15 Surface Finish, Tee Girders. Surface finish shall be in accordance with Sec 703.3.5.8, except that no cracks of any kind in post-tensioned members shall be filled before the stressing is completed. The engineer will determine the kind, type and extent of cracks and surface defects, such as honeycomb and chipped edges or corners, that will be tolerated. Repairs may be permitted with mortar in accordance with Sec 703.3.2.9. Commercially available patching material may be used if approved by the engineer. The top surface of members shall be scored transversely to a depth of approximately 1/8 inch. A 6-inch square area at each end and at each camber point designated on the plans, centered on each stem, shall be smooth finished to accurate top flange depth. Laitance on surfaces to be embedded in concrete shall be removed by sandblasting, waterblasting or other approved methods. After removal of hold down devices, holes shall be plugged. If the method for plugging these holes is not shown on the shop drawings, written approval of the proposed method shall be obtained from the engineer. Exposed reinforcing steel shall be thoroughly cleaned of all concrete before delivery of members. The portion of girders to be embedded in the diaphragms at supports shall be roughened by sandblasting or other approved methods to provide suitable bond between girder and diaphragm. Mechanical benders, without the use of heat, shall be used to bend the strands on girders.

Delete Sec 1029.8 and substitute the following:

5/12; 08/12

1029.8 Marking. Each precast unit shall be identified with the date, manufacturer and identification number. Markings may be indented on the unit or painted thereon with waterproof paint, and shall be located as shown on the plans or as directed by the engineer.

Table I Dimensional Tolerances – I-Girders, Solid Slab Beams, Voided Slab Beams, Box Girder Beams and Miscellaneous Prestress Units	
Length of Beam	±1/8 inch per 10 feet of beam length, but no greater than 3/4 inch
Width (Flanges, Web and Fillets)	+3/8 inch, -1/4 inch
Depth (Flanges, Web and Fillets)	±1/4 inch
Depth (Overall)	+1/2 inch, -1/4 inch
Horizontal Alignment - I-Girders and Miscellaneous Prestressed Units (Deviation from a straight line to face of web at mid depth)	Length/8 in tenths of an inch max., all lengths
Horizontal Alignment - Solid Slab, Voided Slab and Box Girder Beams (Deviation from a straight line to face of slab/web)	1/4 inch max., to 40-foot lengths 3/8 inch max., 40 to 60-foot lengths 1/2 inch max., 60 to 80-foot or greater lengths 5/8 inch max, 80 to 100-foot lengths
Camber (Deviation from design camber within 7 days of strand release)	±1/2 inch, to 80-foot lengths ±1 inch, greater than 80-foot lengths ±1 1/2 inch, greater than 120-foot lengths
Stirrup Bars (Projection above top of beam)	± 3/4 inch
Stirrup Bars (Longitudinal spacing)	± 2 inches
Tendon Position- I-Girders and Miscellaneous Prestressed Units	± 1/4 inch center of gravity of strand group and individual tendons
Tendon Position - Solid Slab, Voided Slab and Box Girder Beams	± 1/8 inch center of gravity of strand group and individual tendons
Position of Deflection Points for Deflected Strands	± 6 inches, longitudinal
Position of Lifting Devices	± 6 inches, longitudinal
Side Inserts (Centerline to centerline and centerline to end)	± 1/2 inch
Coil Inserts (Centerline to centerline and centerline to end)	± 2 inches horizontal, except must be 3 inches or more from end of beam and within reinforcement cage of bent, ±1 inch vertical
Slab Drain Inserts	± 1/2 inch from designated location, engineer may approve location ± 6 inches from design, multiple inserts for single drain must be within ± 1/2 inch of vertical line
Exposed Beam Ends (Deviation from square or designated skew)	± 1/4 inch horizontal, ± 1/8 inch vertical per foot of beam height
Bearing Area (Deviation from plane)	±1/8 inch
Bearing Plates (Centerline to centerline)	±1/8 inch per 10 feet of beam length, but no greater than 3/4 inch
Bearing Plates (Centerline to end of beam)	±1/2 inch
Diaphragm Hole Location	±1 1/2 inches for centerline of group ±1/2 inch within group
Scupper holes, blockouts and voids	Placed as close as possible to design location after reinforcement steel and strands are properly located

Table II Dimensional Tolerances – Tee Girders	
Length of Beam	$\pm 1/8$ inch per 10 feet of beam length, but not greater than $1/2$ inch
Width (Overall)	$\pm 1/4$ inch
Depth (Overall)	$\pm 1/4$ inch
Flange Thickness and Stem Thickness	$\pm 1/8$ inch
Horizontal Alignment (Deviation from a straight line to face of each web)	$1/4$ inch max., to 40-foot lengths $3/8$ inch max., 40 to 60-foot lengths $1/2$ inch max., 60-foot or greater lengths
Camber (Deviation from design camber within 7 days of strand release)	$\pm 1/2$ inch, to 80-foot lengths ± 1 inch, greater than 80-foot lengths
Stirrup Bars (Projection above top of beam)	$\pm 3/4$ inch
Stirrup Bars (Longitudinal spacing)	± 2 inches
Tendon Position	$\pm 1/8$ inch center of gravity of strand group and individual tendons
Strand Projection	± 1 inch
Diagonal Tolerance	$\pm 1/4$ inch
Position of Deflection Points for Deflected Strands	± 6 inches, longitudinal
Position of Lifting Devices	± 6 inches, longitudinal
Side Inserts (Centerline to centerline and centerline to end)	$\pm 1/2$ inch
Coil Inserts (Centerline to centerline and centerline to end)	± 2 inches horizontal, except must be 3 inches or more from end of beam and within reinforcement cage of bent, ± 1 inch vertical
Exposed Beam Ends (Deviation from square or designated skew)	$\pm 1/4$ inch horizontal, $\pm 1/8$ inch vertical per foot of beam height
Bearing Area (Deviation from plane)	$\pm 1/8$ inch
Bearing Plates (Centerline to centerline)	$\pm 1/8$ inch per 10 feet of beam length, but not greater than $3/4$ inch
Bearing Plates (Centerline to end of beam)	$\pm 1/2$ inch
Center of Stem to Outside Edge of Top Flange	$\pm 1/8$ inch
Center to Center Distance Between Stems	$\pm 1/8$ inch
Stem End to End of Top Flange	$\pm 1/4$ inch
Diaphragm Hole Location	$\pm 1\ 1/2$ inches for centerline of group $\pm 1/2$ inch within group
Scupper holes, blockouts and voids	Placed as close as possible to design location after reinforcement steel and strands are properly located

Table III Dimensional Tolerances – Deck Panels	
Length	+ 1/8 inch, -1/2 inch
Width	± 1/4 inch
Depth	± 1/8 inch
Stirrup Bars (Projection above top of panel)	± 1/4 inch
Stirrup Bars (Longitudinal spacing)	± 1 inch
Tendon Position	± 1/8 inch center of gravity of strand group and individual tendons
Strand Projection	± 1 inch
Diagonal Tolerance	± 1/4 inch
Scupper holes, blockouts and voids	Placed as close as possible to design location after reinforcement steel and strands are properly located
Warpage of corner (one corner out of plane of other three)	Be 1/16 in./ft times the distance from the nearest adjacent corner
Bowing or camber, concave or convex, of any part of a flat surface	Shall not exceed length of bow in inches divided by 360, with maximum of 3/4 inch; and differential bowing or camber between the adjacent members of the same design shall not exceed 1/4 inch
Scupper holes, blockouts and voids	Placed as close as possible to design location after reinforcement steel and strands are properly located

SECTION 1039 – EPOXY RESIN MATERIAL

Delete Sec 1039.40.2 and substitute the following:

10/11

1039.40.2 General Requirements. The epoxy shall be furnished as a system in accordance with the requirements of ASTM C 881, Type IV, and Grade 3 and as described herein. When a cartridge dispensing system is used the epoxy shall have a gel time as stated in ASTM C 881 paragraph 5.2.

SECTION 1040 – GUARDRAIL, END TERMINALS, ONE-STRAND ACCESS RESTRAINT CABLE AND THREE-STRAND GUARD CABLE

Delete Sec 1040.3 and Sec 1040.3.1 and substitute the following:

08/12

1040.3 Steel Beam Guardrail. Guardrail beams shall be of the class and type shown on the plans. Guardrail beams shall be in accordance with AASHTO M 180, Type 1 or Type 2.

1040.3.1 Test Specimens. Test specimens for mechanical properties, irrespective of the galvanization method, shall be prepared and tested in accordance with ASTM A 653.

Delete Sec 1040.3.5 and substitute the following:

11/12

1040.3.5 Brand Registration and Guarantee. The manufacturer shall submit a brand registration and guarantee, and current test results indicating compliance with this specification prior to delivery of any material. Once the brand registration and guarantee is approved, the manufacturer's name will be added to the qualified list of guardrail fabricators.

Delete Sec 1040.8 and substitute the following:

11/12

1040.8 Repair of Galvanizing. Galvanized material shall be handled in a manner to avoid damage to the surface. No field punching, drilling, cutting or welding will be permitted after galvanizing. Any galvanized material on which the spelter coating has been damaged will be rejected or may be repaired in accordance with [Sec 1081](#), with approval from the engineer.

TABLE I - Certification Requirements			
Item	Galvanizing Standard	Steel Grade	Other
Wood Post and Blocks	-	-	a
Steel Posts, Plates and Brackets	AASHTO M 111	AASHTO M 270, Grade 36	b
Plastic Blocks	-	-	g
Guardrail Beam	Sec 1040.3	Sec 1040.3	b, c
Bolts, Nuts and Washers	AASHTO M 232	ASTM A 307	
End Terminals Systems	-	-	f
End Anchors			
- Tubes	AASHTO M 111	ASTM A 500/ASTM A 501	b
- Transition Cap Rail	AASHTO M 111	AASHTO M 270, Grade 36	b
One-Strand Access Restraint Cable			
- Cable	AASHTO M 30	AASHTO M 30	b
- Hardware	AASHTO M 232	AASHTO M 102/ ASTM A 220	b
Three Strand Guard Cable			
- Cable	AASHTO M30	AASHTO M 30 & AASHTO M 269	b
- Hardware	AASHTO M 232	AASHTO M 102/ ASTM A 220	d
- Cast Steel Components	AASHTO M 232	AASHTO M 103	d
- Malleable Iron Castings	AASHTO M 232	ASTM A 47	e
- Anchor Brackets	AASHTO M 111	AASHTO M 270	
- Cable Brackets	AASHTO M 111	AASHTO M 270, Grade 36	d
- Hook and Hex Bolts	AASHTO M 232	ASTM A 307	
- Hook Nuts	AASHTO M 232	ASTM A 563	
- Hooked Anchor Studs	AASHTO M 232	AASHTO M 314	

(a) Certification shall state that the material is in accordance with [Sec 1050](#) and shall include a listing of the material supplied and a certified test report as detailed in Section 7.2 of AWP, Standard M2, attesting to complete compliance with this specification.

(b) Certification shall include, or have attached, specific results of laboratory tests for physical and chemical properties from samples representative of the material.

(c) Shall have Brand Registration and Guarantee on file.

(d) All threaded parts of compensating cable end assemblies and hooked anchor studs shall be in accordance with ASTM F 568.

(e) All fittings for cable bracket, except the cable wedge, shall be in accordance with AASHTO M 232 or AASHTO M 298.

(f) Certification shall state the name of the manufacturer and that the units furnished are identical in material and design as those tested for performance in accordance with [Sec 606.30](#).

(g) Certification shall state that the materials furnished are identical in chemistry, mechanical properties and geometry as those that passed the NCHRP 350 crash test, and as those that were approved by the Missouri Department of Transportation.

SECTION 1041 – POLYPROPYLENE CULVERT PIPE

Delete Sec 1041.3.5 and substitute the following:

02/12

1041.3.5 Each individual section of pipe shall be marked in accordance with ASTM F 2736 or ASTM F 2764, and shall have “ASTM F 2736” or “ASTM F 2764” and the manufacturer’s name marked on the pipe.

SECTION 1042 – HIGHWAY SIGN MATERIAL

Delete Sec 1042.2.7 thru 1042.2.7.3 and substitute the following:

02/12

1042.2.7 Retroreflective Sheeting. Retroreflective sheeting shall be in accordance with latest versions or ASTM D 4956 and AASHTO M 268, except as noted herein. Color and luminance values for all MoDOT types of reflective sheeting shall be in accordance with ASTM D 4956. Retroreflective sheeting shall have sufficient adhesion, strength and flexibility such that the sheeting can be handled, processed and applied according to the manufacturer's recommendations without appreciable stretching, tearing, cracking or other damage. Adhesive performance for retroreflective sheeting shall be in accordance with ASTM D 4956. The sheeting surface shall be in condition to be readily screen processed and compatible with transparent overlay films, plus recommended transparent and opaque screen process colors. The retroreflective sheeting manufacturer shall furnish information as to the type of solvent or solvents that may be used to clean the surface of the sheeting without detrimental loss of performance and durability. Retroreflective sheeting having a datum mark on the surface shall be oriented vertically. ASTM D 4956 Type IX, XI or AASHTO M 268 Type C or D retroreflective sheeting applied as legend and border for specific signing applications, without a datum mark on the surface of the sheeting, shall be evaluated for rotational sensitivity per AASHTO M 268, Section 3.3. Retroreflective sheeting products that do not meet the rotational sensitivity requirements of Section 3.3 shall follow guidelines detailed in AASHTO M 268 Section 3.3.1 and fabricated per AASHTO M 268 Section 3.3.2. All yellow, orange and red sheeted signs shall be fabricated with ASTM D 4956 Type IX, XI or AASHTO M 268 Type C or D fluorescent yellow, fluorescent orange and prismatic red sheeting respectively.

1042.2.7.1 ASTM D 4956 Type I, Class 1 retroreflective sheeting shall be enclosed lens glass-bead or prismatic sheeting.

1042.2.7.2 All background sheeting applied to flat sheet and extruded panel signs shall be in accordance with ASTM D 4956 Type IV, Class 1. Retroreflective sheeting shall be high intensity that is an unmetallized micro prismatic reflective material.

1042.2.7.3 Retroreflective sheeting applied as legend and border shall be in accordance with ASTM D 4956, Type IX, XI or AASHTO Type C or D, Class 1. Retroreflective sheeting shall be an unmetallized cube corner microprismatic reflective material.

Delete Sec 1042.2.7.3.1 thru 1042.2.7.3.2 in their entirety:

02/12

Delete Sec 1042.2.8 thru 1042.2.8.3 in their entirety and renumber accordingly:

02/12

Delete Sec 1042.3 thru 1042.3.1 and substitute the following:

02/12

1042.3 Sign Fabrication. A sign shall consist of aluminum flat sheets or extruded panels retroreflectorized on the face side with all letters, numerals, symbols, borders, corners and route shields mounted on the face, and shall include all necessary mounting devices shown on the plans. Signs equal to or greater in width than six feet are considered structural (ST) and shall be fabricated on extruded panels. Signs less than six feet in width will be considered sheet (SH) signs and shall be fabricated with flat sheet. Any exceptions to these fabrication standards will be indicated on the plans.

1042.3.1 All signs shall be of the highest quality with consistent daytime and nighttime color and retroreflectivity throughout the sign and produced as follows.

Delete Sec 1042.3.1.2 and substitute the following:

02/12

1042.3.1.2 All materials used to fabricate a sign legend, including retroreflective and non-retroreflective sheeting, used for background, letters, numerals, arrows, symbols, borders and other features of the sign message shall be from a single manufacturer.

Delete Sec 1042.3.2 thru 1042.3.4 and substitute the following:

02/12

1042.3.2 Nuts on panel bolts used to connect extruded panels together to form a structural sign shall be torqued to 220 - 230 inch-pounds.

1042.3.3 Signs will be accepted on certification from the manufacture assuring all fabrication and sheeting specifications are in compliance with all applicable requirements specified herein. Periodic shop inspections of sign fabrication will be made at the discretion of MoDOT, to include contractor furnished signs for MoDOT projects. Routine shop inspections will include inspection and sampling of materials, inspection of treatment and fabrication processes, and of any signs completed at time of inspection. Inspections on delivered signs for maintenance operations will be conducted for quality assurance purposes by the appropriate district inspectors. Signs may be rejected at the fabrication shop and/or upon delivery based on unsatisfactory workmanship and/or material applications or based on any aspect of the product that is not in accordance with the specifications. The contractor will be charged with the transportation costs of sign inspectors for trips from Jefferson City, Missouri to which the

inspectors must travel for signs provided to MoDOT projects. Transportation costs will be deducted by the Commission from monies due the contractor.

1042.3.4 Signs shall be packaged and shipped according to the reflective sheeting manufacture's recommendations. Signs fabricated and shipped to MoDOT for maintenance operations shall be shipped in accordance with manufacture's recommendations and in a manner that meets the requirements of the engineer. All signs shall include decals indicating sign production date, lot number of reflective sheeting used in the production of sign and other information necessary for proper sign fabrication. Upon shipment of signs to MoDOT, certifications shall be submitted thereafter to Construction and Materials. Required paperwork shall include a certification statement indicating signs meet all applicable requirements herein to include aluminum standard and extruded panel, reflective sheeting (manufacturer, series and color), and hardware certifications. Material quantities, such as square foot of flat sheet, extruded panels, if produced, reflective sheeting and a shipping list of all signs shall be included in the certification packet.

SECTION 1044 – POST FOR MARKERS AND DELINEATORS

Delete Sec 1044.4.1.2 and substitute the following:

11/12

1044.4.1.2 Coating. Posts shall be hot-dip galvanized in accordance with ASTM A 123 coating thickness Grade 45, minimum. The corner weld shall be zinc coated after the scarfing operation. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and the exterior of the post shall be galvanized.

SECTION 1052 – MECHANICALLY STABILIZED EARTH WALL SYSTEM COMPONENTS

Delete Sec 1052.10.3 and substitute the following:

11/12

1052.10.3 Reinforcement Mesh. Metallic soil reinforcement mesh shall be in accordance with the specifications of the manufacturer of the wall system and the contract documents. The minimum grade of steel for strips and connection devices shall be either AASHTO M 270 Grade 36, ASTM A 1011 Grade 50 or ASTM A 463 Grade 50. Welding shall be in accordance with AASHTO M 55.

Delete Sec 1052.10.5 and substitute the following:

11/12

1052.10.5 Galvanizing and Aluminizing. All soil reinforcement material shall be either galvanized or aluminized. Galvanized soil reinforcement shall be in accordance with AASHTO M 111. Aluminized soil reinforcement shall be in accordance with ASTM A 463 Aluminized Type 2-100, SS, Grade 50, Class 2. Fasteners, including bolts, nuts and washers, shall be galvanized in accordance with AASHTO M 232. All connection devices shall be galvanized in accordance with either AASHTO M 111 or M 232.

SECTION 1057 – MATERIAL FOR JOINTS

Delete Sec 1057.6 and substitute the following:

12/11

1057.6 Preformed Fiber Expansion Joint Filler. Preformed fiber expansion joint filler material shall be in accordance with AASHTO M 213. Percent asphalt content shall be tested in accordance with AASHTO T 42 or 164 with the following modifications: Oven dry test strips at 104 ± 3 C for one hour. Cool and weigh approximately 50 g into an extraction bowl. Cover test portion in the bowl with a chlorinated solvent, such as trichloroethylene, and allow sufficient time for solvent to soak the test portion. Follow test procedure outlined in AASHTO T 164 section 12.3 and 12.4, except discard extract and washings. Carefully transfer extracted test strips and scrap residue from the filter ring into a tared weighing pan. Oven dry at 104 ± 3 C for one (1) hour and cool in a desiccators. Calculate the percent asphalt content by weight on an oven dry basis per ASTM D 545 subsection 7.5.4. In cases of dispute, AASHTO T 42 test results will control.

Delete Sec 1057.8 and substitute the following:

12/11; 05/12

1057.8 Plastic Joint Compound for Vitrified Clay and Concrete Pipe. Plastic joint compound shall be a homogeneous blend of bituminous or butyl rubber material, inert filler and suitable solvents or plasticizing compounds thoroughly mixed at the factory to a uniform consistency suitable for sealing joints of vitrified clay and concrete pipe. The physical requirements of the compound shall be in accordance with ASTM C 990. Trowel grade material shall conform to the following requirement:

Bitumen, soluble in soluble chlorinated solvent, such as Trichloroethylene, percent by weight, min	45
Ash, percent by weight	15-50
Penetration, standard cone, 150 g, 5 sec, 25 C – use 12 ounce can, d mm	110-275

Primer, as recommended by the manufacturer, shall be used with extruded rope or flat tape types, if required to maintain the material in position while pipe sections are being joined.

Delete Sec 1057.9 and substitute the following:

05/12

1057.9 Tubular Joint Seal. Tubular joint seal shall be manufactured from extruded closed-cellular rubber, the base polymer being a blend of nitrile and vinyl meeting the physical requirements of ASTM D 1056, Type 2, Class C, Grade 1, and the chemical resistance requirements of ASTM C990. The seal shall be a single continuous part conforming to the joint shape. The outer surface shall be completely covered with a natural skin. The cross-sectional diameter and installation shall be in accordance with the manufacturer's recommendations for the size of pipe being placed.

Delete Sec 1057.12 and substitute the following:

12/11

1057.12 Documentation. All material specified in this section shall include certification showing representative test results of the material and certify that the material supplied is in accordance with these specifications.

SECTION 1058 – POLYETHYLENE SHEETING

Delete Sec 1058.2 and 1058.3 and substitute the following:

12/11

1058.2 Polyethylene Sheeting for Curing. Polyethylene sheeting for curing Portland cement concrete shall be white and shall be in accordance with ASTM C 171.

1058.3 Polyethylene Sheeting as a Bond Breaker. Polyethylene sheeting for use as a bond breaker between a bridge approach slab and a granular base shall be in accordance with ASTM E 1745 Performance Class A.

SECTION 1065 – DELINEATORS

Delete Sec 1065.4 and substitute the following:

11/12

1065.4 Retroreflective Sheeting. The retroreflective sheeting shall be in accordance with ASTM D 4956 Type 5 or 8 requirements. Retroreflective sheeting shall be permanently affixed to the body of the delineator and follow guidelines in accordance with [Sec 1042.2.7](#) for application of sheeting. Manufacturer's certification shall be provided for delineator sheeting.

SECTION 1067 – TRUNCATED DOMES

Amend Sec 1067.4 and include the following:

12/11

1067.4 Acceptance. All material shall be obtained from a source identified on the Qualified List (QL) designated for this specification.

SECTION 1073 – JOINT MATERIAL FOR STRUCTURES

Delete Sec 1073.4 and substitute the following:

02/12; 05/12

1073.4 Strip Seal. Strip seals shall be in accordance with ASTM D 5973 and the following additional requirements.

SECTION 1081 – COATING OF STRUCTURAL STEEL

Amend Sec 1081.3.3.4 and substitute the following:

10/11

1081.3.3.1.4 Straps for steel stay-in-place forms shall be removed in areas where field coating shall be required in accordance with this Specification. Flame cutting will not be permitted. The contractor shall take care not to damage the structure or the shop coating during strap removal. Any damage to the shop coating as a result of the contractor's operations shall be repaired by the contractor in accordance with this Specification. Any damage to the rest of the structure shall be repaired as approved by the Engineer.

Amend Sec 1081.3.3.2.4 and substitute the following:

10/11

1081.3.3.2.4 Straps for steel stay-in-place forms shall be removed in areas where field coating shall be required in accordance with this Specification. Flame cutting will not be permitted. The contractor shall take care not to damage the structure or the shop coating during strap removal. Any damage to the shop coating as a result of the contractor's operations shall be repaired by the contractor in accordance with this Specification. Any damage to the rest of the structure shall be repaired as approved by the Engineer.

Delete Sec 1081.4.2 and substitute the following:

12/11

1081.4.2 Systems of Protective Coatings. All structural steel shall be recoated by the contractor in the field using one of the complete systems, including prime coats, in accordance with [Sec 1081.2](#), unless noted otherwise. Recoating of structural steel, including surface preparation, weather conditions, application, touch-up and protection, shall be in accordance with all requirements of [Sec 1081.3](#) unless in conflict with [Sec 216](#), which shall control.

Delete Sec 1081.5.1 and Sec 1081.5.2 and substitute the following:

12/11

1081.5.1 Scope. This specification covers the field preparation of structural steel surfaces to be overcoated, disposal of paint residues and power washing water, furnishing and applying the specified coatings, protection and drying of the coatings, furnishing protection from coating spatter or disfigurement and final cleanup.

1081.5.2 System of Protective Coatings. All exposed and accessible surfaces of structural steel and steel bearings shall be coated with the Calcium Sulfonate paint system in accordance with [Sec. 1081.2](#) unless otherwise noted. The color of the topcoat shall be as shown on the plans. Overcoating of structural steel shall be in accordance with all requirements of [Sec 1081.3](#) except surface preparation and unless in conflict with [Sec 216](#), which shall control.

Delete Sec 1081.5.5 and substitute the following:

12/11

1081.5.5 Identification. At the completion of the final coating application, the contractor shall, stencil in black paint on the structure the number of the bridge, the words "OVERCOATED – Calcium Sulfonate" and the month and year the coating was completed. The letters shall be capitals approximately 3 inches high. The legend shall be stenciled on the outside face of an outside girder near each end of the bridge as directed by the engineer.

SECTION 1092 – SIGNAL EQUIPMENT

Delete Sec 1092.1 and substitute the following:

10/11

1092.1 Signal Heads. Signal heads shall meet the following requirements:

(a) All signal heads shall be weatherproof and black in color in accordance with [Sec 1092.1.1](#). All indications shall be 12 inches unless specified otherwise.

(b) All signal indications in conventional signal heads shall be illuminated with LED modules. All LED modules, , shall be in accordance with ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement dated Jun 27, 2005, shall be Intertek ETL verified and shall be in accordance with the following:

(1) The lens of each green indication shall be clear. If a polymeric lens is supplied, a surface coating shall be applied to provide abrasion resistance.

(2) The LED modules shall not contain Aluminum Gallium Arsenide (AlGaAs).

(3) The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or shall be set on a non-dimming operation.

(4) Module shall be labeled with “Manufactured in conformance with the ITE LED Circular Signal Supplement”.

(5) Provided with spade adapters.

(c) All yellow and green arrow LED modules shall be in accordance with ITE Vehicle Traffic Control Signal Heads. Light Emitting Diodes (LED) Vehicle Arrow Traffic Signal Supplement dated July 1, 2007, shall be Intertek ETL verified and shall be in accordance with the following.

- (1) Be omni-directional
- (2) The lens of each green arrow indication shall be clear
- (3) Provided with space adapters