

Job No.: J113016


Route: I-35

County: Clinton

**JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)**

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

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 <p>STATE OF MISSOURI RICHARD W. ORR NUMBER PE-2002003397 PROFESSIONAL ENGINEER</p> <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p><b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636</p>
	<p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>
	<p>JOB NUMBER: J113016 CLINTON COUNTY, MO DATE PREPARED: 9/26/2019</p>
	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</p>	

JOB  
SPECIAL PROVISION

A. General - Federal JSP-09-02E

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2019 Missouri Standard Plans  
For Highway Construction

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

B. Contract Liquidated Damages JSP-13-01B

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

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

Job No.: J113016  
Route: I-35  
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Notice to Proceed: February 3, 2020  
Completion Date: November 1, 2020

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

<b>Job Number</b>	<b>Calendar Days</b>	<b>Daily Road User Cost</b>
J113016	92	\$5,400

**3.0 Liquidated Damages for Contract Administrative Costs.** Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$1,500** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

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

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

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

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

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

## **2.0 Traffic Management Schedule.**

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

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

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

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

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

### **2.5.1 Traffic Safety.**

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

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

### 3.0 Work Hour Restrictions.

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

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

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

12:00 noon July 2, 2020 – 10:00 p.m. July 5, 2020  
12:00 noon July 2, 2021 – 6:00 a.m. July 6, 2021  
12:00 noon July 1, 2022 – 6:00 a.m. July 5, 2022

3.2 The contractor shall not perform any construction operation on the roadway, during restricted periods, holiday periods or other special events specified in the contract documents.

3.3 The contractor shall not alter the start time, ending time, or a reduction in the number of through lanes of traffic or ramp closures without advance notification and approval by the engineer. The only work zone operation approved to begin 30 minutes prior to a reduction in through traffic lanes or ramp closures is the installation of traffic control signs. Should lane closures be placed or remain in place, prior to the approved starting time or after the approved ending time, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delays, with a resulting cost to the traveling public. These damages are not easily computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of **\$500 per 15 minute increment** for each 15 minutes that the temporary lane closures are in place and not open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of unapproved closure time.

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

### 4.0 Detours and Lane Closures.

4.1 When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. The CMS shall be capable of communication with the Transportation Management Center (TMC), if applicable, prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer

or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

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

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

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

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

Missouri Highway Patrol 816-387-2345	
City of Cameron	Clinton County
Fire: 816-632-2345	Sheriff: 816-539-2156
Police: 816-632-6521	

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

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

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

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

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

Richard W. Orr, Project Contact  
Northwest District  
3602 North Belt Highway  
St. Joseph, Mo, MO 64506

Telephone Number: 816-387-2483  
Email: [Richard.Orr@modot.mo.gov](mailto:Richard.Orr@modot.mo.gov)

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

F. Supplemental Revisions JSP-18-01H

Stormwater Compliance Requirements

**1.0 Description.** This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes areas of land disturbance that will total one (1) acre or greater on the project site at any point in time. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein.

**1.1 Applicability.** The project site consists of all areas designated on the plans, including temporary and permanent easements. This provision does not apply to Contractor staging, plant, or borrow areas that are not located on MoDOT right of way (Off-site). The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

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

**2.1 Duties of the WPCM:**

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan ( SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the Engineer;

- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected within 7 days of the stormwater inspection or any extended period of time granted by the Engineer.

**3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point.** A Pre-Activity Meeting for Grading/Land Disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity Meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

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

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

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

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



limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

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

G. Utilities JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Bluebird Network 800 NW Chipman Road Suite 5750 Lee's Summit, MO 64063 (800) 778-9140	None	Communications
CenturyLink 625 Cherry Street Columbia, MO 65201 (573) 634-1615	None	Communications
City of Cameron 205 North Main Street Cameron, MO 64429 (816) 632-2177	None	Electric, Sewer, & Water
Clinton County PWSD #3 1209 Ashland Drive Cameron, MO 64429 (816) 632-2055	None	Water
Level 3 Now CenturyLink Fiber Jason Johns 625 Cherry Street Columbia, MO 65201 (636) 887-4947	<b>See Section 2.0</b>	Communications
Mediacom 1533 South Enterprise Avenue Springfield, MO 65804 (816) 797-0809	None	Communications
MoDOT Northwest District 3602 North Belt Highway St. Joseph, MO 64506 (816) 387-2956	None	Communications & Electric

Platte Clay Electric 1000 West 92 Highway Kearney, MO 64060 (816) 628-3121	None	Electric
Spire Missouri West 2202 Locust Street St. Joseph, MO 64501 (816) 969-2298	None	Gas
United Electric Cooperative 401 North US Highway 71 Savannah, MO 64485 (800) 748-1488	None	Electric

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

**2.0** The contractor shall contact and have Missouri One Call System mark Level 3 Now CenturyLink's interstate median fiber optic cable. The contractor shall inform **Jason Johns, of Level 3 Now CenturyLink Fiber**, to be on site for all work within two feet of this fiber optic cable. All work within two feet of this fiber optic cable shall be done with approval of the Engineer, after consultation with Jason Johns, the on-site Level 3 Now CenturyLink Fiber representative. The contractor shall exercise caution around all fiber optic cable of Level 3 Now CenturyLink Fiber throughout the life of the project.

**2.1** The engineer may adjust the placement of guardrail, guard cable, anchor assemblies, pipe extensions, etc. in the field, after utility facilities have been located, to eliminate as many fiber optic cable conflicts as possible.

H. Paver-Mounted Thermal Profiles NJSP-18-09

**1.0 Description** This work shall consist of collecting the paving location, surface temperature and paver stops with a Contractor supplied, Contractor retained Paver-Mounted Thermal Profile System (PMTPS) for each lift of mainline asphalt pavement. The PMTPS shall be used to continually monitor the surface temperature of the mat immediately behind the paver screed during paving operations in order to determine the thermal segregation levels for each subplot. Data from the PMTPS shall be automatically uploaded and processed through a wireless data connection or exported to an USB drive. This work shall be completed in accordance with the general principles set forth in AASHTO PP 80-17 "Standard Practice for Continuous Thermal Profile of Asphalt Mixture Construction", and specifically as stated in the following sections.

**2.0 PMTPS Equipment** The PMTPS shall consist of a temperature scanner/camera, wheel speed/distance sensor, GPS antenna, control panel and necessary cabling. The PMTPS shall measure the surface temperature over the complete paving width. The current position shall be recorded via the GPS antenna. The control panel shall feature the keys and screen displays necessary to control the system as well as the software for data recording and visualization during the paving process. The system shall provide a real-time map of the temperature readings, as well as the total number of sublots in each temperature segregation category. The system shall store the data locally on a memory stick and also upload the data directly to cloud-based software which shall be supplied by the contractor for use on this project. Logon information shall be provided to the engineer for direct access to the cloud storage. In addition the equipment shall meet the following requirements;

<u>Parameter</u>	<u>Requirement</u>
Longitudinal and Lateral Surface	≤ 12.0 inch intervals at all paving speeds
Temperature Readings Footprints	Tolerance: ±1 inch
Surface Temperature Readings	Range: 32°F to 480°F Accuracy: ± 6°F
Location (x and y)	Accuracy: ± 4 feet
Ground Distance Sensor	Accuracy: ± 1/1000 feet

**3.0 Verification.** The system shall have a documented verification before beginning construction and a minimum of once per week for Travel Distance and Temperature.

**4.0 PMTPS Training.** The PMTPS Technician and individuals performing daily setup of the equipment shall be properly trained. If trained personnel are unavailable PMTPS scanning and mainline paving shall not be performed. The PMTPS Technician shall have completed a qualifying Veta training within the last 2 years.

**5.0 Thermal Profile Sublots** For each run, the thermal profiles shall be divided into sublots that are 150 ft. in length and of the width placed. Sublots shall not extend over multiple days, different lifts or directions.

**6.0 Thermal Segregation** Exclude the following surface temperature readings from each sublot: (1) Surface temperature readings less than 180°F; and (2) Surface temperature readings within 2 ft. prior to and 8 ft. after paver stops that are greater than 1 minute in length. The temperature differential is the difference between the surface temperature readings at the 98.5 and 1 percentile in each 150 ft. sublot. The thermal segregation categories are based on the temperature differential as shown in the table below.

<b>Temperature Differential (TD)</b>	<b>Thermal Segregation Category</b>
TD ≤25.0 F	Low
25.0 F < TD ≤ 50.0 F	Moderate
TD > 50.0 F	Severe

**7.0 Data Management.** All of the header inputs shall be correctly entered by the contractor at the start of each run. The Veta Thermal Segregation Report shall be generated and electronically submitted to the engineer for each day before the start of the next day's production, along with the Veta file. Each file shall be labeled with the corresponding production date, direction, starting and ending log mile, and lane according to the MoDOT IC-PMTPS

Protocol. The contractor shall deliver to the engineer a summary of the daily Thermal Segregation Reports two days prior to the 1<sup>st</sup> and 15<sup>th</sup> of each month for verification.

**8.0 Incentive/Disincentive.** Incentive/disincentive adjustments shall be made for each sublot in accordance with the following:

Thermal Segregation Category	Adjustment per 150 ft. Sublot
Low	\$7 Incentive
Moderate	No Pay Adjustment
Severe	\$7 Disincentive

**9.0 Quality Assurance (QA) Testing.** The Engineer will record spot temperature readings with a calibrated infrared thermometer. 2 QA test sets each consisting of 3 spot readings at the lane quarter points will be taken for each full production day. The test sets will be taken at random locations. The contractor shall assist the engineer with determining the GPS location of each spot reading location. The recorded temperature shall be within 12°F of the temperature recorded by the thermal scanner for each location. If 4 readings from any 2 consecutive test sets fall outside of the 12°F range, then conflict resolution shall be initiated to determine corrective action.

**10.0 Basis of Payment.** Payment for compliance with this provision will be made at the Lump Sum Price for Item 401-99.01, Infrared Scanning. No additional compensation will be provided to the contractor for any direct or indirect cost, including scheduling delays, associated with the installation of the noted equipment, training or the affiliated data processing.

I. Intelligent Compaction NJSP-18-08

**1.0 Description.** This work shall consist of collecting location, temperature, speed and intelligent compaction measurement values (ICMV) from properly instrumented rollers within the mainline paving limits and then submitting the Intelligent Compaction (IC) Data in the defined format. This provision shall apply for each lift of mainline pavement. This work shall be completed in accordance with the general principles set forth in AASHTO PP81-17 Standard Practice for Intelligent Compaction Technology for Embankment and Asphalt Pavement Applications, and specifically as stated in the following sections.

**2.0 IC Asphalt Rollers.** All asphalt rollers with the exception of the finish roller shall be properly instrumented. These instrumented rollers will be referred to as IC Rollers. Steel wheel rollers shall be self-propelled double-drum vibratory rollers equipped with accelerometers mounted to acquire signals from the vibratory response in the drum measuring the interactions between the rollers and compacted materials in order to evaluate the applied compaction effort known as the ICMV. Rubber tire rollers will not be required to collect the ICMV. IC Rollers shall be equipped with non-contact temperature sensors for measuring pavement surface temperatures as well as a Global Positioning System (GPS) to map the roller position history.

**3.0 Equipment Accuracy.** IC Roller accuracy shall be in accordance with the following.

Operating Parameter	Accuracy
Global Positioning System	±50 mm (±2 in.) in the X and Y Direction
Rolling Speed	±0.5 kph (±0.3 mph)
Frequency	±2 Hz

Amplitude	$\pm 0.2$ mm ( $\pm 0.008$ in.)
Temperature	$\pm 1.5^{\circ}\text{C}$ ( $\pm 2.7^{\circ}\text{F}$ )

**4.0 Onboard Unit.** The IC Rollers shall include an integrated on-board documentation system that is capable of displaying real-time color-coded maps of IC measurement values including the stiffness response values, roller location, number of roller passes, pavement surface temperatures and line work (alignment file) if applicable. The unit shall display the current value for roller speeds, vibration frequencies and vibration amplitude of the roller drums. The operator shall have the ability to label or select each Layer ID. The display unit shall be capable of transferring the data by means of a USB port to a removable media device.

**5.0 Software Requirements.** The manufacturer's Intelligent Compaction software, or cloud computing, shall map and export gridded all-pass data and resemble PP81 section 4.3.5.2 as much as possible. At minimum, the exported data shall consist of the required fields in Table 5 of PP81 in order to allow adequate filtering in Veta.

**6.0 Global Positioning System (GPS).** Radio and receiver units shall be mounted on each IC roller to monitor the drum locations and track the number of passes of the rollers. The GPS system shall also meet the following requirements:

- (a) Set all GPS devices to the Universal Transverse Mercator (UTM) coordinate system No.15 except for portions of the SE District which are No. 16, regardless of whether GPS or Grid data are originally recorded. If UTM coordinates are not available, use the State Plane coordinate system and designate the appropriate State Plane zone. The recorded coordinates shall be in US survey feet. If an alternate coordinate system is established for the construction of the project, it may be used for the IC.
- (b) Provide a GPS system that can be a ground-based base station or Virtual Reference Station (VRS) to achieve Real Time Kinematic Global Positioning Systems (RTK-GPS) accuracy.
- (c) Provide GPS receivers on IC Rollers and a hand-held GPS rover that reference to the same ground-based base station channel or have the same VRS subscription.
- (d) Provide the recorded GPS data, whether from the IC Rollers or hand-held GPS rovers, in the following formats:
  - (i) The time stamp shall be in military format (HHMMSS.SS) in local time zone. Accuracy of 0.01 second is necessary to differentiate sequence of Intelligent Compaction data points during post processing.
  - (ii) Provide GPS latitudes and longitudes in DDMM.MMMMMMMMM or decimal degrees (DD.DDDDDDDDD).
  - (iii) Provide grid coordinates in feet to the nearest 0.1 foot.

**7.0 Rover.** The contractor shall provide one fully equipped survey grade hand-held GPS rover with RTK for the duration of the contract. The rover may remain in the possession of the contractor but shall be available to the engineer as needed.

**7.1 Rover Specifications.** The Rover shall read GPS signals L1 C/A, L1/L2 P-Code, and L2C and Glonass signals L1/L2 CA, L1/L2 P-Code. It shall achieve horizontal accuracies of 10mm + 1 ppm RMS and vertical accuracies of 15 mm + 1 ppm RMS in RTK surveys. It shall support Network RTK using NTRIP and have an internal modem with cellular service provided. Single Baseline RTK shall also be supported with an internal UHF Radio. Training shall be provided to ensure that MoDOT personnel shall have enough knowledge of software and hardware to operate the GPS rover.

**8.0 Control Points.** The contractor shall establish control points on the project at locations necessary to ensure compliance with the outlined provisions.

**9.0 Data Management.** All submitted files shall be adequately labeled prior to submission as defined in the MoDOT IC-PMTPS Project Protocol.

**9.1 Trial Section Data.** The results from the trial section shall be recorded on the appropriate spreadsheet and submitted to the engineer within 24 hours of completing the trial section.

**9.2 Unfiltered Raw Data.** Shall be downloaded twice per day and forwarded to the Engineer before the start of the next day's production.

**9.3 Formatted Raw Data.** Formatted Raw Data shall be submitted to the Engineer before the start of the next day's production. The formatted raw IC data shall be compatible with the latest version of Veta. The data shall include IC data files, core locations/data, and coordinates of daily production boundaries. The GPS and temperature verification data shall be submitted as well in a separate file. Each file shall be labeled with the corresponding production date, direction, starting and ending log mile, and lane if applicable (e.g. 160623, NB, 283.21-281.82, PL).

**9.4 Veta Project File.** The file shall include the day's production data and be submitted to the engineer within 36 hours after completion of the day's paving. The valid Veta project file shall contain the day's IC data, core locations and paving boundaries. IC Data shall include at a minimum roller locations, temperatures, amplitudes, frequencies and speeds.

**9.5 Report.** A report shall be furnished to the engineer by the contractor two days prior to the 1<sup>st</sup> and 15<sup>th</sup> of each month which includes the roller coverage results, classification for each segment, any qualifying GPS obstructions and the mean temperature at the optimum pass count.

**10.0 Daily Verification.** The temperature and GPS on each IC Roller shall be verified and recorded at the start of each day. IC Roller GPS verification shall include verifying a point established by the rover for both X and Y position to an accuracy of +/- 6 Inches. The rover shall be verified for both X and Y position with a control point at the start of each day. The IC roller temperature sensor verification shall be compared with a temperature gun which has been calibrated within the last year. The temperatures shall compare to within 5°F. A record of each verification, shall be submitted to the engineer electronically as soon as possible but no later than the start of the next day's production.

**11.0 IC Segments.** Each IC Segment shall consist of one day's production.

**12.0 Technical Support.** Technical Support from the IC roller manufacturer shall include availability on an as-needed basis for the duration of the project at no cost to the Commission.

The manufacturer's representative shall provide assistance with setup, verification, data management, operation, and analysis.

**13.0 Training.** One training will be provided by the Engineer annually. The IC Technician and other IC quality control staff shall have completed a qualifying IC/IR training within the past 2 years. Equipment operators shall be knowledgeable of the equipment that will be used and trained as needed by the contractor or equipment supplier.

**14.0 IC Quality Control Plan.** A pre-activity meeting shall be required prior to mainline paving. The IC Quality Control Plan shall be submitted to the Engineer at least 2 weeks prior to the mainline paving pre-activity meeting. The plan at minimum shall include the following:

- (a) A list of personnel previously trained
- (b) Detailed daily verification procedure for checking the RTK-GPS of both the IC roller(s) and rover(s)
- (c) Procedure for the construction of the trial section and establishment of the optimum compaction pass count and target IC-MV value
- (d) Procedure for downloading IC data from the roller(s)
- (e) A list of employees attending the provided training, along with the procedure for training operators or other individuals who may not be attending the training
- (f) Detailed daily verification procedure for checking the temperature sensor on IC Roller
- (g) The name of the designated IC Quality Control Technician
- (h) Procedure for submitting data
- (i) Contact information for technical support staff
- (j) A list of the control points with either UTM or State Plane Coordinates established by the contractor

**15.0 Coring.** Cores shall be taken as typically required by the Missouri Standard Specification for acceptance of the pavement. The GPS coordinates of each core shall be collected with an accuracy of +/- 2 inches and submitted to the Engineer by the start of the next day's production.

**16.0 Daily Production Boundaries.** The paving limits of the freshly placed mat shall be collected with an accuracy of +/- 2 inch. The edge of the new paved mainline surface shall be collected at least every 100 feet for curves and every 200 feet for tangent sections. These points shall be used to define the boundaries of each segment.

**17.0 Software Access.** The contractor shall supply the Engineer with the manufacturer's Intelligent Compaction Computer Software 14 days prior to beginning work and until ninety days after completion of all work. If Cloud Storage or Cloud Computing is used, the Engineer shall be supplied one user ID with full access for the same time period specified.

**18.0 GPS Obstructions.** Isolated areas influenced by a GPS obstruction may be excluded from % roller coverage computation provided that the following conditions are satisfied:

- 1) The position data is present
- 2) The GPS Reception Mode as recorded by the onsite equipment indicates that a obstruction is present
- 3) The location is properly flagged in the Veta project file and the location is identified in the bi-weekly report
- 4) The total of these areas are no more than 5% of any single day's production.

**19.0 Trial Section.** Mainline paving shall begin with the construction of a trial section for each mix type. One trial section may be constructed for each mix design. The Engineer shall be notified at least 48 hours prior to construction of the trial section. The trial section shall be constructed and compacted with the same equipment, progression and methods which will be used during production. The roller speed and frequency used on the trial section shall be maintained during the construction of the project. The trial section shall be constructed with sufficient passes to determine the optimum density. The trial section shall typically be 1000 feet in length, with the last 400 feet being utilized for testing, the width of one lane and shall be constructed as part of the project. Within the 400 feet long testing portion, one Evaluation Location shall be identified for each 100 feet. Flexibility will be allowed up a maximum combined length of 1500 feet in order to facilitate the construction of the trial section. Areas needed beyond the 1500 feet will be assessed as deficient. Each Evaluation Location shall be positioned away from the center of the lane due to potential overlap of roller passes during compaction. After each of the passes, the contractor shall collect a density measurement with a nuclear gauge at each Evaluation Location. When approved by the engineer, initial pairs or pass groups may be completed between density measurements. The passes shall be continued until either the pavement density begins to decrease or the density measurement on two consecutive passes are within 0.2%. Following completion of the trial section, a compaction curve shall be constructed from the pass vs. density information. From this curve the optimum number of passes and optimum IC-MV shall be determined from either the peak density versus pass value or from the 0.2% increase pass versus density values. If the 0.2% increase is the determining factor, the pass prior to the 0.2% increase will be used. Cores shall be collected at each Evaluation Location after completion of the recorded passes. The density of each core shall be determined by the contractor and used to correlate with the final density collected from the nuclear gauge. If the density at the optimum pass count is determined to be outside the required acceptance range, then a new trial section shall be initiated. The trial section will not be considered for IC incentive or disincentive payment up to the 1500 feet max length.

**20.0 Segment Classification.** Passing Segments shall have a minimum of 90% coverage at or above the optimum number of passes. Segments with between 90% and 70% coverage will be called moderate segments. Any segment with less than 70% coverage at the optimum number of passes shall be a Deficient Segment, including areas where data is lost. If 70% of the target IC-MV is not obtained, the segment shall be flagged accordingly in the Veta project file. All segments with a mean temperature of less than 180 F at the optimum pass shall be considered deficient.

**21.0 Basis of Payment.** Payment for compliance with this provision will be made at the contract unit price for Item No. 401-99.01, Intelligent Compaction, lump sum. In addition, an incentive payment of \$75 per 1000 feet will be made on all Passing Segments and a disincentive deduct of \$75 per 1000 feet will be made on all Deficient Segments. No additional payment will be made for the equipment, software, training, survey, analysis, trial section, trial section cores or any other incidentals necessary to complete the work.

$$\text{Incentive or Disincentive Payment} = ((\text{Length of Days Run}) / 1000) \times \$75$$



J. MoDOT's Construction Workforce Program NJSP-15-17A

**1.0 Description.**

**1.1** Projects utilizing federal funds include contract provisions for minority and female workforce utilization in the various trade crafts used to complete construction contracts. These federal contract workforce goals are described in the section labeled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity". These goals are included in all MoDOT federal aid contracts and are under the authorization and enforcement of the U.S. Department of Labor (US DOL).

**1.2** The Federal workforce requirement (Goals – TABLE 1) is authorized in 41 CFR Part 60-4 and Executive Order 11246 which set Equal Employment Opportunity goals with Affirmative Action requirements.

**1.3** The required federal aid workforce provisions noted above, coupled with the following additional contract provisions, constitute MoDOT's Construction Workforce Program herein called Program.

**1.4** This provision does not require pre-qualification nor is it a condition of award.

**1.5** The Program does not eliminate or limit any actions the US DOL may take in relation to this contract's federal provisions.

**1.6** The Program goals included in the contract are separate from any Disadvantaged Business Enterprise (DBE) or On-The-Job (OJT) training provision that may be included as contract provisions. DBE and OJT goals may or may not be included in a contract based on the individual size of contracts, type of contract work, anticipated length of contract, available and willing resources or other reasons.

**1.7** Contractor, for the purpose of this provision, means the prime contractor and any and all subcontractors.

**1.8** It is expected that the contractor recognizes the construction workforce goals for both minority and female workers in the project's county and make efforts to attain those goals, if possible, through the existing workforce makeup of the prime (including subcontractors) that will be on the project and/or through hiring opportunities that may arise for the project. However, it is not the intent of this provision to compel any contractor to displace existing workforce or move workers around to just meet the workforce goals.

**1.9** If the contractor's existing Missouri construction workforce meets or exceeds the federal workforce goals established in Table 1, then the OJT goal (Training Provision) if included in the contract, does not be apply.

**1.10 Contractor's Workforce Plan.** The Contractor shall submit its Workforce Plan a minimum of 1 week before construction starts. One plan shall be submitted for the project that shall include the cumulative planned workforce of the prime and subcontractor(s). The contractor shall prepare the plan, for total minority and female utilization, regardless of the craft. The Engineer will provide the Contractor with comments regarding their Workforce Plan prior to the start of construction. Once work starts, all monthly reporting shall include the craft of each worker reported. If the contractor's plan includes project manager, direct project support roles,

project testers or other project professionals, these designations should also be included in addition to the workers designated by craft such as laborer, operator, carpenter, ironworker and others.

**1.11** The plan accepted by the engineer before the start of construction will be the effort expected of the prime contractor to maintain during the life of the project.

**1.12** If the contractors planned project workforce plan (including OJT hours if included in the contract) is short of the goals included in Table 1, there is opportunity for the contractor to receive a reimbursement of \$10.00 / hour for any new project minority and female hires needed through the remainder of the project. The reimbursement is applicable to work that qualifies for prevailing wage under the federal Davis-Bacon Act, 40 U.S.C. §§ 3141–3148, in accordance with an approved workforce plan. Any reimbursement must be pre-approved by the Engineer. The reimbursement is provided as a remedy to the contractor and as an aid in the long-term growth of experienced persons in the building of roads and bridges in Missouri. The contractor shall manage the plan through the life of the project as described in the plan or as modified, in coordination with the Engineer. The total amount available per project is not capped.

**1.13** The Contractor's workforce plan may include existing construction support and professional services staff.

**2.0 Forms and Documentation.** The bidder must submit the following documents if awarded the contract:

**Cumulative Workforce Utilization Reports.** This report is contract specific. One report shall be submitted to the Engineer by the 15<sup>th</sup> of each month. The report will be used to report the total workforce compliance data for the prime contractor and all subcontractors retained by the contractor on the Commission's construction contract. The reporting shall include the workforce hours per each craft broken down by gender and ethnicity. Construction Support, testing and other professional services hours shall be included as these hours are part of the overall plan. The report will include the previous month's hours worked for the project. For projects less than 60 days in length, only one report with total hours worked by classification is required at substantial completion of construction.

### **3.0 Methods for Securing Workforce Participation and Good Faith Efforts.**

**3.1** By submitting a bid, the Bidder agrees, as a material term of the contract, to carry out MoDOT's Construction Workforce Program by making good-faith efforts to utilize minority and female workers on the contractor's job sites to the fullest extent consistent with submitting the lowest bid to MoDOT. The Bidder shall agree that the Program is incorporated into this document and agree to follow the Program. If a bidder is unable to meet the workforce goals at the time of bid, it shall be required to objectively demonstrate to MoDOT that the goals have been met or demonstrate a good faith effort has been made with the level of effort submitted prior to the start of construction.

**3.2** The Engineer, through consultation with MoDOT's External Civil Rights (ECR's) Division, may determine that the contractor has demonstrated that good-faith efforts to secure minority and female participation have been made.

**3.3** In evaluating good-faith efforts, the ECR's Division will take into consideration the affirmative actions listed in the Federal Provisions (including provisions of Executive Order 11246).

**3.4** MoDOT's Program allows the contractor flexibility to implement a project specific workforce and improve the diversity of their existing workforce that can be utilized across various areas of the state to meet future MoDOT Program goals and Federal Provisions.

**3.5** If the contractor's approved plan changes during the project and/or the available workforce changes from what is approved at any time, it is the contractor's responsibility to remedy, in coordination with MoDOT's ECR Division, the conditions as outlined and made available through this provision.

**4.0 Compliance Determination. (Required with project closeout)** All documentation and on-site information will be reviewed by MoDOT's ECR Division in making a determination of whether the contractor made sufficient good faith efforts to meet the compliance with MoDOT's Construction Workforce Program.

**5.0 Liquidated Damages.** If the contractor elects to not submit a workforce plan prior to work starting or fails to fulfill their workforce plan committed to prior to the start of construction, the contractor will be required to establish a good-faith effort determination, as to why either of these events occurred. MoDOT may sustain damages, the exact extent of which would be difficult or impossible to ascertain, as this impacts the cost of future road and bridge construction. Therefore, in order to liquidate those damages, MoDOT shall be entitled, at its sole discretion, to deduct and withhold the following amounts: **The sum of one thousand five hundred (\$1,500)**

**6.0 Administrative Reconsideration.** The contractor shall be offered the opportunity for administrative reconsideration upon written request related to findings and/or actions determined by MoDOT's ECR's Division. The Administrative Reconsideration Committee shall be composed of individuals not involved in the original MoDOT determination(s).

**7.0 Available Pre-Apprentice Training Programs.** The Commission has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants. MoDOT strongly encourages the hiring of individuals from the MoDOT funded pre-apprentice training programs.

**8.0 Independent Third-Party Compliance Monitor (Monitor).** MoDOT may utilize a monitor that will be responsible for tracking the project's workforce utilization for the information the contractor submits. The contractor and its subcontractors shall allow the monitor access to their reports, be available to answer the monitor's questions and allow the monitor to access to the site and to contractor and subcontractor employees. The monitor shall abide by the contractor's project site protocols.

**9.0 Regional Diversity Council (Council).** (Applicable to the Kansas City and St. Louis District regions only) The Council shall consist of local community leaders, leadership of local construction trades, MoDOT staff, Industry representation, and a representative(s) from the Federal Highway Administration. The Council will meet quarterly and evaluate the workforce activity per each project according to the following criteria:

- a. Review monthly workforce reports.
- b. Review progress toward the stated project workforce program.

- c. Review findings of Administrative Reconsideration hearings.
- d. Recommend *other* workforce actions to MoDOT.

### 10.0 Federal Workforce Goals.

Female Participation for Each Trade is 6.9% Statewide for Missouri.

Minority Participation for Each Trade is shown below in Table 1.

**TABLE 1:**

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4

Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

As used in these specifications:

"Minority" includes;

- (i) Black (all person having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

- (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

K. Contractor Quality Control NJSP-15-42

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

**2.0 Quality Control Plan.**

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

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

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

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

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

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

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

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

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

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

**4.3 Pre-Activity Meeting.** A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

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

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

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

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

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

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

L. Optional Temporary Pavement Marking Paint NJSP-18-07A

**1.0 Description.** This provision provides the contractor with the option to either complete all Permanent Pavement Marking Paint (PPMP) prior to the time limits specified herein or to apply Temporary Pavement Marking Paint (TPMP) in accordance with Sec 620.10.2 (4 in. width) in all locations shown on the plans as PPMP and delay application of the PPMP until the spring of 2021, as allowed herein. PPMP is defined as Standard Waterborne Paint and High Build Waterborne Paint and does not include Sec 620.20.3 Durable Pavement Markings.

**1.1** No application of PPMP shall occur between October 1, 2020 and March 1, 2021, both dates inclusive, except as stated herein. When the contractor has begun application of PPMP prior to October 1, 2020, and weather limitations stated in Sec 620.20.2.4 can be met, the contractor may complete the PPMP within the first seven (7) calendar days of October. If all (100%) of the PPMP is not completed on or before October 7, 2020, all previously applied PPMP, including any painted markings applied prior to October 1, shall be considered TPMP, and the contractor shall complete the remaining marking with TPMP, and then re-apply PPMP in all planned locations after March 1, 2021. All PPMP shall be completed prior to June 1, 2021. No additional payment will be made for PPMP that is later determined to be TPMP due to the contractor's failure to complete the PPMP within the time specified.

**1.2 Use of TPMP Prior to October 1.** The contractor has the option to apply TPMP in lieu of PPMP prior to October 1, 2020, even when there is sufficient time to complete the PPMP prior to October 1, 2020. For example, the contractor may choose to use TPMP as a base coat for the PPMP on open-graded surfaces in order to achieve higher retroreflectivity readings on the surface coat as compared to a single application.

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

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

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

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

**4.0 Time Exception.** If application of PPMP is to be delayed to the spring of 2021, the contractor shall submit a request to the engineer for a time exception and shall provide a revised work schedule that shows the planned completion of the PPMP.

**4.1** Upon receipt of the time exception request in Section 4.0, the engineer will list "Application of Permanent Pavement Marking Paint" as an exception on the Semi-Final Inspection form, thus



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County: Clinton

granting an exception to the count of contract time thru June 1, 2021, solely for the purpose of delaying application of PPMP. This time exception shall not apply to any time needed to complete any other work items. Liquidated Damages, as specified elsewhere in this contract, shall remain in effect for all other work items not completed by the contract time limits, as specified elsewhere in this contract, and for PPMP not completed by June1, 2021.

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

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

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