



January 20, 2023

ADDENDUM NO. 1

This addendum is issued as part of the proposal documents entitled:

**REQUEST FOR BID
Withers Rd and Holt Dr Traffic Signal Improvement
CFDA Project #20.205
CMAQ – 3392(406)**

The following additions, deletions, modifications, or clarifications shall be made to the appropriate sections of the proposal documents and shall become part of the contract documents. Bidders shall acknowledge receipt of this Addendum No. 1 by signing this document and attaching it to the Bid Form.

C-410 Bid Form:

- ***Reference:*** C-410 Bid Form pages 1-6

Deletion: Deleted C-410 Bid Form pages 1-6 in their entirety.

Addition: Replace C-410 Bid Form pages 1-6 in its entirety with revised C-410 Bid Form dated January 20, 2023. **Revised Bid Form is attached to this Addendum as Exhibit A.**

Explanation: Bidder inquiry resulted in revisions to the traffic control plan and addition of separate curb ramp line items. Revisions required addition of new and modification of existing line items impacting Bid Form pages 3 and 4. Bid Form removed and replaced in its entirety for ease of documentation and submittal



C-810 Job Special Conditions:

- **Reference:** C-810 Job Special Conditions pages 1-14

Deletion: Deleted C-810 Job Special Conditions pages 1-14 in their entirety.

Addition: Replace C-810 Job Special Conditions pages 1-14 in its entirety with C-810 Job Special Conditions sealed 01-19-2023. **Revised Job Special Conditions is attached to this Addendum as Exhibit B.**

Explanation: Bidder inquiry resulted in revisions to the traffic control plan and addition of separate curb ramp line items. Revisions required addition of new and modification of existing line items impacting Revisions to quantities based on bidder inquiry resulted in changes to SPC-2.01 Measurement and Payment and SPC-13.01 Traffic Control and Routing. Job Special Conditions removed and replaced in its entirety for ease of documentation and submittal.

Contract Drawings for Withers Rd and Holt Dr Traffic Signal Improvement:

- **Reference:** Contract Drawings for Withers Rd and Holt Dr Traffic Signal Improvement

Deletion: Deletion of Sheet 00G-01 "General Notes and Summary of Quantities" and Sheet 01C-20 "Traffic Control Plan"

Addition: Replace Sheet 00G-01 and 01C-20 in their entirety with revised Sheet 00G-01 and 01C-20 sealed 01-19-2023. **Revised Sheets 00G-01 and 01C-20 are attached to this Addendum as Exhibit C.**

Explanation: Bidder inquiry resulted in revisions to the traffic control plan and addition of separate curb ramp line items. Revisions required addition of new and modification of existing line items impacting sheets 00G-01 and 01C-20.



END OF ADDENDUM NO. 1

RECEIPT ACKNOWLEDGEMENT – Sign this Addendum and attach it to the Proposal Pricing Form

BIDDER:

Name of Bidding Entity

Signature

Printed Name



EXHIBIT A

BID FORM

**CITY OF LIBERTY
LIBERTY, MISSOURI
WITHERS RD AND HOLT DR TRAFFIC SIGNAL IMPROVEMENT
CFDA PROJECT #20.205
CMAQ – 3392(406)
January 20, 2023**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Liberty, 101 E. Kansas Street, Liberty, MO 64068

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization & Bonds (3% max)	1	LS		
2	Construction Staking	1	LS		
3	Site Demolition	1	LS		
4	Clearing and Grubbing	1	LS		
5	Traffic Control - Channelizers	52	EA		
6	Traffic Control - Signs R9-9	4	EA		
7	Traffic Control - Signs W021-5	4	EA		
8	Traffic Control - Signs W020-1	8	EA		
9	Traffic Control - Signs W020-5	2	EA		
10	Traffic Control - Signs W020-6a	2	EA		
11	Traffic Control - Signs R1-1	2	EA		
12	Traffic Control Type III Barricades	10	EA		
13	Aggregate Base (MoDOT Type 1) (6")	145	SY		
14	Curb (Type CG-1)	130	LF		
15	Sidewalk (4" thick)	80.3	SY		
16	Concrete Curb Ramp (6" thick)	55.9	SY		
17	Truncated Domes	80	SF		
18	Luminaire, Class D - 150 Watt	4	EA		
19	Cable, 8 AWG 1 Conductor, Luminaire Power	1900	LF		
20	Cable, 12 AWG 1 Conductor, Pole & Bracket	480	LF		
21	Signal Head, Type 3B	10	EA		
22	Signal Head, Type 4B	2	EA		
23	Signal Head, Type 1S	8	EA		
24	Post, Signal 8 Ft.	4	EA		
25	Post, Type CL, 32 Ft. Arm and 10 Ft. Luminaire Arm	1	EA		
26	Post, Type CL, 36 Ft. Arm and 10 Ft. Luminaire Arm	1	EA		
27	Post, Type CL, 38 Ft. Arm and 10 Ft. Luminaire Arm	1	EA		
28	Post, Type CL, 40 Ft. Arm and 10 Ft. Luminaire Arm	1	EA		

29	Controller Assembly Housing, NEMA TS2 Controller	1	EA		
30	Radar Detection System	1	EA		
31	Emergency Vehicle Preemption System	1	EA		
32	Conduit, 2 In., Trench with Tracer Wire	189	LF		
33	Conduit, 3 In., Trench with Tracer Wire	62	LF		
34	Conduit, 4 In., Trench with Tracer Wire	106	LF		
35	Conduit, 2 In., Pushed with Tracer Wire	91	LF		
36	Conduit, 4 In., Pushed with Tracer Wire	241	LF		
37	Conduit, 2 In., GRS External on Structure	10	LF		
38	Cable, 2 AWG 1 Conductor, Power	730	LF		
39	Cable, 6 AWG 1 Conductor, Power	80	LF		
40	Cable, 14 AWG 2 Conductor	1350	LF		
41	Cable, 14 AWG 5 Conductor	2930	LF		
42	Cable, 14 AWG 7 Conductor	860	LF		
43	Power Supply Assembly, Type 2 with 120 V Lighting Control Cabinet	1	EA		
44	Pull Box, Preformed Class 2	4.0	EA		
45	Pull Box, Preformed Class 3	1	EA		
46	Base, Concrete	15.38	CY		
47	Audible Pedestrian Pushbuttons and Signing (with Controller)	8	EA		
48	SH-Flat Sheet - Signal Sign	57	SF		
49	Signal Sign, Mounting Hardware	8	EA		
50	Preformed Thermoplastic Pavement Marking, 4 In., White	208	LF		
51	Preformed Thermoplastic Pavement Marking, 4 In., Yellow	27	LF		
52	Preformed Thermoplastic Pavement Marking, 24 In., White	88	LF		
53	Preformed Thermoplastic Pavement Marking, Left/Right Arrow	2	EA		
54	Sediment Fence	121	LF		
55	Inlet Protection	6	EA		
56	Sod	80	SY		
57	Seeding	100	SY		
58	Mulch	100	SY		
Total of All Unit Price Bid Items					

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ _____

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature]

[Printed name]

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: *Use in those states or other jurisdictions where applicable or required.*

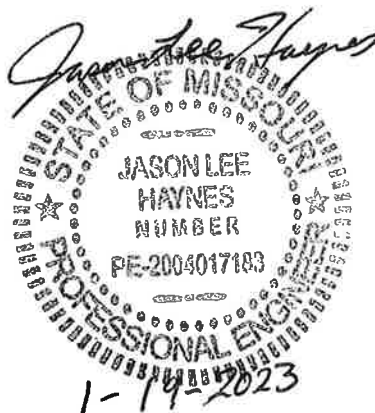


EXHIBIT B

**SPECIAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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SPC-1.01 SCOPE OF WORK

- A. The work provided for in these specifications shall consist of furnishing all labor, materials, equipment and performing all work necessary to accomplish construction of the improvements depicted on the drawings and described within these specifications. The scope of this work includes, but is not limited to, the following:
1. Site demolition. Demolition will consist of demolition and removal of the existing curb and gutter, asphalt pavement, curb ramps, sidewalk, and median trees within the limits shown on the drawings.
 2. Site clearing and grubbing. Contractor will be responsible for complete removal of trees in medians and turf around curb ramps. Contractor shall not clear or grub outside the limits of the temporary construction easement or outside of areas not to be disturbed without prior written approval from the city.
 3. Erosion and sediment control is the responsibility of the contractor for the duration of the project, from site mobilization to final project stabilization. At a minimum, erosion and sediment controls shall consist of inlet protection as shown in the plans and sediment fence for disturbed turf. Maintenance of installed measures are the sole responsibility of the contractor. Additional measures may be required to adequately prevent soil loss, and are the sole responsibility of the contractor.
 4. Earthworks. Contractor is responsible for excavation, filling, and compaction to reach the lines and grades shown on the drawings. Adequate compaction of embankments and gabion basket subgrades may require over-excavation in order to reach the minimum compaction requirements.
 5. New sidewalk/curb ramp construction shall ensure a smooth sidewalk transition to match the elevations and dimensions of the existing sidewalk.
 6. Other incidental and related work as set forth in these specifications and the detail drawings and as directed by the Engineer to make a complete and finished job.
- B. Work, including site access, conducted as part of this project shall be constrained to the existing right-of-way, easement for traffic control devices, and temporary construction easements.
- C. Final completion of project shall be no later than May 31st, 2023, unless previously approved by the Owner.

SPC-2.01 MEASUREMENT AND PAYMENT

- A. It is the intention of this section of the specifications to set forth the method of measurement and payment for that part of the work on the contract documents that will be directly paid for at the price bid per unit of measure.
- B. All the work to be performed under this contract will be paid for at the lump sum or unit prices stated in the proposal of the accepted bidder. Unit price payments will be based upon the measurement of installed items. Unit prices and lump sums shall constitute full compensation for all labor, materials, tools, equipment and incidentals required to complete the work, as described in accordance with the contract documents. Any material, equipment or operation not specifically mentioned, however, required for proper completion of the work shall be considered to be incidental to the unit price item to which it pertains.

Quantities listed in the bid are not guaranteed and are indicated only for convenience in comparing bids.

The following bid item additional information is included to provide payment calculation clarification for each listed bid item.

1. Bid Item #1 Mobilization and Bonds

- a. This work will not be measured for payment, but will be considered a lump sum price.
- b. Payment shall be full compensation for furnishing all bonds, materials, labor, equipment, and tools for the deployment of laborers and equipment to the site, site preparation, temporary utility installation, final site clean-up and demobilization. Payment of this item shall be lump sum by the following schedule:
 - 1) When 5 percent or more of the original contract amount is earned, 50 percent.
 - 2) When 10 percent or more of the original contract amount is earned, an additional 25 percent.
 - 3) When 25 percent or more of the original contract amount is earned, an additional 25 percent.

2. Bid Item #2 Construction Staking

- a. Payment will be made for Construction Staking at the contract Lump Sum price. Payment will be made for full compensation for providing all necessary construction staking and shall include all labor, equipment, materials and incidentals necessary to complete the work.
- b. Payment will be calculated based upon a percentage complete based upon the channel center line linear feet of the entire project.
- c. Incidental to this work shall be the re-setting of property corners that are removed, damaged, or dislocated by the Contractor's operation:
 - 1) The Contractor shall locate all existing property corners within the Project limits prior to commencing construction.
 - 2) All property corners that can be saved shall be marked and protected. Property corners anticipated to be disturbed during construction shall be located by ties and shall be reset by the Contractor at the termination of construction activities.
 - 3) All property corners surveying shall be performed by a qualified land surveyor registered in the State of Missouri.
 - 4) The property corner shall be a 1/2 IN DIA steel rod at least 2 FT in length.

3. Bid Item #3 Site Demolition

- a. Payment will be made for Demolition & Removal at the contract Lump Sum price. Payment will be made for full compensation for removing existing improvements within construction limits including but not limited to curb and gutter, asphalt pavement, sidewalk, etc., unless

otherwise noted on the plans and shall include all labor, equipment, excavation, disposal of and incidentals necessary to complete the work.

- b. Payment for the removal and furnishing of existing signs to the City of Liberty shall be included within the bid for Site Demolition.
- c. Payment will be calculated based upon a percentage complete based upon the project center line linear feet of the entire project.

4. Bid Item #4 Clearing & Grubbing

- a. Scope of Work. This work shall consist of clearing, grubbing, removing, and disposing of vegetation and trees within the limits of right-of-way and easement areas, except such vegetation as is designated to remain or to be selectively treated.
- b. Construction Requirements. The construction plans establish the right-of-way and construction lines and denotes all trees and turf areas to be removed. The Contractor shall preserve without damage any trees and all other vegetation and shrubs not denoted for removal. All trees and turf designated for removal shall be cleared and grubbed as required and shall be disposed of in an acceptable manner.

Stumps and roots for trees designed for removal shall be grubbed to a depth of not less than 16 inches below the existing earth grade. Stump holes shall be back-filled with suitable material and compacted to the approximate density of the adjacent area.

Burning of products from clearing and grubbing operations will not be permitted. The burial of stumps and debris will not be permitted on the right-of-way. Products of clearing and grubbing shall be removed from the right-of-way and disposed of out of sight from the roadway provided an acceptable written agreement with the property owner on whose property the products are placed is submitted by the Contractor.

Within the construction limits of the project, the Contractor shall trim any tree which does not provide 9 feet vertical clearance above any sidewalk and 14 feet vertical clearance above any street. Tree trimming shall be done before final payment and the trees shall be shaped at the direction of the Engineer. This tree trimming shall be considered incidental to the contract and no additional compensation shall be allowed.

Contractor shall protect and preserve the established reference points and property monuments and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

- c. Method of Measurement. No measurements will be made for clearing and grubbing.
- d. Basis of Payment. The accepted quantities of clearing and grubbing will be paid for at the lump sum contract price. Payment shall include all incidental items necessary to complete the Work.

5. Bid Item # 5 through #12 Traffic Control – Channelizers, Signs and Barricades

Refer to SPC-13.01

6. Bid Item #15 Sidewalk (4" thick)

- a. Final measured quantity will be in square yards.
 - b. Payment for Sidewalk 4" thick shall be based on the unit price per square yard as set forth in the Proposal. Said price shall include all costs necessary to complete the work including, but not limited to, excavation, aggregate base, concrete reinforcement, concrete forming, concrete mix (pre-mix or mixed onsite), as well as all costs related to testing, curing, and finishing.
7. Bid Item #56 Sod
- a. Final measured quantity will be based on the square yard of the completed and installed item to the limits of the disturbed areas.
 - b. Payment for sod shall be based on the unit price per square yard as set forth in the Proposal. Said price shall include all costs necessary to complete the work including, but not limited to, aeration, fertilization, mulching and watering, as required by the drawings and specifications. The pay limits of seeding shall be to the limits of the drainage easement.
 - c. Contractor shall be responsible for all soil testing, topsoil and soil amendments/additives required to ensure the growth of an acceptable stand of vegetation.
 - d. Maintenance of sod placed shall be in accordance with APWA Division II; Construction and Material Specifications, Section 2400; and Seeding and Sodding, Specification Section 2402.
 - e. Contractor shall provide all hoses and sprinklers as necessary. Contractor may make arrangements with adjacent property owners to utilize outdoor water spigot connections. Compensation to property owners for water usages shall be incidental to this bid item.
8. Bid Item #57 Seeding & #58 Mulch
- a. Final measured quantity will be based on fully repairing disturbed turf area not included in the sodding areas and installed to the limits of the disturbed areas.
 - b. Payment for seeding and mulch is based on the square yardage of fully completed turf repair per city specifications. Said price shall include all costs necessary to complete the work including, but not limited to, soil preparation (disking, tilling, etc.), seed mixes, fertilization, mulching and watering, as required by the drawings and specifications. The pay limits of seeding shall be for all disturbed turn areas not identified in the plans for sodding.
 - c. Contractor shall be responsible for all soil testing, topsoil and soil amendments/additives required to ensure the growth of an acceptable stand of vegetation.
 - d. Maintenance of seeded vegetation placed shall be in accordance with APWA Division II; Construction and Material Specifications, Section 2400; and Seeding and Sodding, Specification Section 2403.
 - e. Contractor shall provide all hoses and sprinklers as necessary. Contractor may make arrangements with adjacent property owners to utilize outdoor water spigot connections. Compensation to property owners for water usages shall be incidental to this bid item.

SPC-3.01 PROJECT VIDEOTAPING

- A. Prior to construction, the Contractor shall videotape the entire extent of the project. The videotaping may be conducted on foot. The videotape shall show the existing conditions on the project. Details of such items as fences, sidewalks, landscaping, and driveways shall be clearly shown.
- B. After construction, the Contractor shall conduct a second videotaping, showing the same extents and level of detail as specified above. A copy of both video tapes shall be submitted to the Engineer for record keeping purposes. No direct payment will be made for project videotaping, but shall be considered subsidiary to the bid item, "Mobilization & Bonds."

SPC-4.01 SAFETY OF THE PUBLIC

The Contractor shall provide temporary walks, fencing, barricades or other protective measures as necessary to insure the safety of the public adjacent to the construction site. Equipment storage areas and material stockpiles shall be located on sites provided by the Contractor with due regard to location, appearance, and hazard potential to the traveling public.

SPC-5.01 FEES FOR CONSTRUCTION PERMITS

The City agrees to waive all fees for construction permits associated with the work to be done under this contract. Fees for occupation license, as required by the City, will be the responsibility of the Contractor and shall be subsidiary to the Contract.

SPC-6.01 MATERIALS TESTING

The Contractor shall provide a testing agency to perform all required testing services for soils and concrete installed as part of the Work. Testing requirements and frequency shall be per Section 9000 of the Technical Specifications. No direct payment will be made for materials testing, but shall be considered subsidiary to the applicable bid items, including Bid Items #7, #8, and #41.

SPC-7.01 TRAFFIC SIGNAL APPROVED PRODUCTS

The Contractor shall provide only traffic signal materials listed on the City of Liberty's Approved Materials list for Traffic Signals with the following noted exceptions:

- A. Traffic signal controller shall be Econolite brand Cobalt ATC controller or approved equal.
- B. Traffic signal cabinet shall be Econolite brand NEMA TS2 Type 2 Size 6 cabinet or approved equal.

Signal controller and cabinet shall match current City standards and types for ease of programming and maintenance. Approved equals shall be proposed to the City in writing no less than nine (9) business days prior to bid opening for consideration. Equal product submissions will be rejected if they do not meet the existing standards used by the City of Liberty.

SPC-8.01 CONTRACT SPECIAL CONDITIONS

The work shall conform to these special conditions and to the Liberty Technical Specifications as referenced herein. The Liberty Technical Specifications (Latest Edition) will govern as though it were repeated verbatim herein, except as modified or superseded by these special provisions.

In those instances where a conflict exists between MODOT and City of Liberty Standards, Specifications or Design Criteria the City of Liberty guidance shall be followed.

SPC-9.01 INSPECTIONS

MoDOT and FHWA may make inspections of the work and the contractor shall grant them access to all parts of the work.

SPC-10.01 SIGNING RESTRICTIONS

On site signage shall consist only of those information signs and traffic control devices deemed necessary. On site signage shall not include promotional or other information signs regarding such matters as identification of public officials, contractors, organizational affiliations, and related logos and symbols.

SPC-11.01 STANDARDIZED CHANGED CONDITION CLAUSES

Standardized changed condition clauses.

A. Differing site conditions.

- a. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- b. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- d. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

B. Suspensions of work ordered by the engineer.

- a. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

- b. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- c. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- d. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant changes in the character of work.

- a. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- d. The term "significant change" shall be construed to apply only to the following circumstances:
 - i. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - ii. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SPC-12.01 ADA COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES

Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA

Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

- A. ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website: http://www.modot.mo.gov/business/contractor_resources/forms.htm
 - a. The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.
 - b. It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.
- B. Coordination of Construction.
 - a. Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.
 - b. When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.
 - c. When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.
- C. Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the

engineer. Documentation must be provided about the location of any non-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

- a. Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.
- D. Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.
- a. 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 documents.

SPC-13.01 TRAFFIC CONTROL AND ROUTING

Payment will be made for:

- Line Item 5: Traffic Control Channelizers
- Line Item 6: Traffic Control – Signs R9-9
- Line Item 7: Traffic Control – Signs W021-5
- Line Item 8: Traffic Control – Signs W020-1
- Line Item 9: Traffic Control – Signs W020-5
- Line Item 10: Traffic Control – Signs W020-6a
- Line Item 11: Traffic Control – Signs R1-1
- Line Item 12: Traffic Control Type III Barricades

at the contract unit price. Unit pricing shall be the full payment for any and all associated routing, labor, equipment, materials and incidentals necessary to complete the work.

- A. Construction operations shall be coordinated to result in the least practicable delay to traffic. Traffic shall be carried through construction with a minimum of one lane open in each direction at all times. Access to adjoining businesses and residences will be maintained at all times.
- B. The Contractor shall utilize the traffic control plan provided within the contract plans. The plans are to be considered a minimum representation of the measures to be taken. Any additional traffic control plans, signs, barricades, warning lights, and all other equipment necessary to

direct and reroute traffic including flagmen and other personnel necessary to provide the required traffic control shall be provided at no additional cost.

- C. All signs and barricades used on the project shall conform to the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) pertaining to traffic controls for street and highway construction. Sign Sizes are to be, at minimum, as defined within the MUTCD for Conventional Roads.
- D. Barricades and/or signs shall not be removed from a sidewalk until sidewalk is acceptable to be fully opened to traffic. Such determination will be made by the Engineer or his representative in the field.
- E. The Project Inspector and Contractor's representative on this project will make inspections of the traffic control devices installed as part of this contract and maintain record of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records.
- F. The Contractor will be required at the time of the preconstruction conference to provide a schedule regarding the proposed location, length and approximate timing of traffic lane closures for construction activities and to designate a specific employee to be responsible for the maintenance of the traffic control devices and establish a method of contacting this person during both working and non-working hours. This information will be provided to the City Engineer.
- G. The City of Liberty, Missouri reserves the right to make adjustments or revisions in traffic handling requirements which may become necessary after construction on the project has started. These changes will be determined on the basis of periodic inspections throughout the duration of the project. Notice of such change will be transmitted to the Contractor and it will be his responsibility to make the necessary changes as soon as practicable after receipt of the notification.

SPC-14.01 SURFACE STRUCTURES AFFECTED BY CONSTRUCTION

All pavement, surfaces, driveways, curbs, walks, buildings, traffic signs, utility poles, guy wires and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards, parks and parking, shall be maintained and if removed or otherwise damaged, shall be restored to the original condition thereof, as determined and approved by the Engineer. All replacement of such surface structures or parts thereof shall be made with new materials conforming to the requirements of these specifications or, if not specified, as approved by the Engineer, at the Contractor's own cost and expense, unless otherwise provided by the contract.

SPC-15.01 UTILITIES

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>
City of Liberty, Water and Sanitary Sewer	No known adjustments needed.

Jason Thomas 2800 Riverview Rd, Liberty, MO 64068 Phone: (816) 985-7500	
Evergy Gwen Wyant 8325 N Platte Purchase, Dr Kansas City, Mo 64118 Phone: (816) 810-3204	Retire streetlight poles on the NE and SW corners of the intersection.
Spire Energy Chris Collins 7500 E. 35 th Ter, Kansas City, MO 64129 Phone: (816) 509-4400	Relocated N-S gas lines ~3-4' east to avoid signal poles 2 and 7
AT&T Mark Manion 500 E. 8 th St, Kansas City, MO 64106 Phone: (816) 772-0267	No known adjustments needed.
United Private Networks Harold Kalvei 950 W. 92 HWY, Kearney, MO 64060 Phone: (816) 500-3737	Relocate pullbox on NW corner ~3-4' southeast to planned signal conduit

- A. The existence and approximate location of utility facilities known to exist, as shown on the plans and bid documents, 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.
- B. The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation 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's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay

in their relocation and any cost to the contractor, it's subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

- C. The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

- D. Prior to beginning work, the contractor shall request locates from Missouri One Call.

- A. Basis of Payment. Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

SPC-16.01 BUY AMERICA

In addition to Section 106.9 of the Missouri Standard Specifications for Highway Construction, the following requirements will also be in effect for this project.

- A. Description. The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BIL includes Build America, Buy America Act Publication L. No. 117-58. This provision expands the Buy America requirements beyond what is currently only required for steel and iron products. The steel and iron provisions have not changed with the new bill. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. All other materials and manufactured products permanently incorporated into the project will be subject to Buy America requirements. There are three categories requiring Buy America Certification:
 - a. Iron and steel – no changes to the current specification requirements.
 - b. Manufactured products – these are currently exempted under the 1983 waiver from FHWA.
 - c. Construction materials consisting primarily of:
 - i. Non-ferrous metals;
 - ii. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - iii. Glass (including optic glass);
 - iv. Lumber; or
 - v. Drywall
- B. All products and or materials will only be classified under one of these categories and not under multiple categories. It is the prime contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the job. The implementation of this policy will be in effect for all projects awarded after November 10, 2022.
- C. New items designated as construction materials under this requirement will require the prime contractor to submit a material of origin form certification prior to incorporation

into the project. The Certificate of Material origin form

(https://modotgov.sharepoint.com/sites/cm/FormServerTemplates/CERTIFICATE_OF_MATERIALS_ORIGIN_NONIRON_STEEL.pdf) from the supplier and/or fabricator must show all steps of the manufacturing being completed in the United States. The Certificate of Material form shall be filed with the contract documents.

- D. Any minor miscellaneous construction material items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.
- E. The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.



EXHIBIT C

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GENERAL NOTES:

1. THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO ALL APPLICABLE STANDARDS AND SPECIFICATIONS OF THE CITY OF LIBERTY, MISSOURI TECHNICAL SPECIFICATIONS, LATEST EDITION.

2. CONSTRUCTION OF THE IMPROVEMENTS SHOWN OR IMPLIED BY THIS SET OF PLANS SHALL NOT BE INITIATED OR ANY PART THEREOF UNDERTAKEN UNTIL THE CITY IS NOTIFIED OF SUCH INTENT AND ALL REQUIRED AND PROPERLY EXECUTED BONDS AND CONTRACT AGREEMENTS ARE RECEIVED AND APPROVED BY SAME.

3. THE CONTRACTOR SHALL HAVE ONE (1) SIGNED COPY OF THE PLANS AND ONE (1) COPY OF THE APPROPRIATE CONSTRUCTION SPECIFICATIONS AND PROJECT MANUAL AT THE JOB SITE AT ALL TIMES. IT IS ADVISABLE THAT THE CONTRACTOR BECOME FAMILIAR WITH THE CITY REQUIREMENTS AND STANDARDS IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THIS APPROVED PLAN AND THE CITY REQUIREMENTS. ADVISE THE CITY'S REPRESENTATIVE OF ANY DISCREPANCY PRIOR TO BIDDING OR WORKING ON THIS PROJECT.

4. THE CITY OF LIBERTY HAS OBTAINED U.S. ARMY CORPS OF ENGINEERS 404 PERMIT AND MDNR 401 PERMIT AUTHORIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE REGULATIONS GOVERNING THE WORK.

5. THE ACCURACY AND ADEQUACY OF THE ALIGNMENTS, DIMENSIONS, AND ELEVATIONS SHALL BE CONFIRMED BY THE CONTRACTOR AT THE JOB SITE. IF THE CONTRACTOR FINDS ANY DIMENSIONS TO BE IN ERROR OR IN QUESTION, THE CITY'S REPRESENTATIVE SHALL BE PROMPTLY CONTACTED FOR CLARIFICATION PRIOR TO THE CONTINUATION OF THE WORK. THE ENGINEERING AND GEOLOGICAL DATA SHOWN ON THESE PLANS ARE FROM STUDIES MADE IN THE FIELD AND REPRESENTS THE BEST INFORMATION AVAILABLE AT THE TIME OF TESTING.

6. NOTIFY THE CITY'S REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO BEGINNING ANY WORK. FOR CONSTRUCTION UNDER DRIVEWAYS AND STREETS, CONTRACTOR SHALL NOTIFY RESIDENTS OF CONSTRUCTION ACTIVITIES WELL IN ADVANCE OF THE WORK, AND SHALL PROVIDE AND MAINTAIN A TEMPORARY SURFACE FOR ACCESS UNTIL PERMANENT RESTORATION IS COMPLETED.

7. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT PROPER TRAFFIC CONTROL IN CONFORMANCE WITH THE LATEST REVISION OF THE MUTCD.

8. DURING CONSTRUCTION, ACCESS SHALL BE MAINTAINED FOR EMERGENCY VEHICLES AND LOCAL TRAFFIC. CONTRACTOR SHALL NOTIFY THE CITY 72 HOURS PRIOR TO ANY STREET CLOSURES OR BLOCKAGES TO ALLOW THE CITY ADEQUATE TIME TO NOTIFY THE FIRE, POLICE AND AMBULANCE DEPARTMENTS, SCHOOLS, SCHOOL BUS COMPANIES, AND POST OFFICE OF THE UPCOMING WORK. CLOSURES AND TRAFFIC PLANS ARE SUBJECT TO APPROVAL OF THE CITY'S REPRESENTATIVE.

9. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL NOTIFY ALL THOSE UTILITY COMPANIES WHICH HAVE FACILITIES IN THE VICINITY 72 HOURS PRIOR TO THE CONSTRUCTION TO BE PERFORMED. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES, WHETHER SHOWN ON THESE PLANS OR NOT, PRIOR TO ANY EXCAVATION. ALL EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE TAKEN FROM UTILITY COMPANY RECORDS AND ARE APPROXIMATE ONLY. SOME SERVICE LINES FROM BUILDING TO MAIN HAVE UNKNOWN LOCATIONS AND MAY CONFLICT WITH THE PLAN. RELOCATION OF SAID SERVICE LINES REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE COORDINATED WITH THE UTILITY COMPANY. RELOCATION OF UTILITIES SHALL BE PERFORMED ONLY BY THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR, PRIOR TO CONSTRUCTION, SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES. THE REPAIR OF ANY DAMAGE TO SAID UTILITIES SHALL BE AT THE COST TO THE CONTRACTOR. ANY UTILITIES FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION, SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CITY'S REPRESENTATIVE. THE NAMES AND TELEPHONE NUMBERS OF UTILITY COMPANIES ARE ON THE TITLE SHEET.

10. ALL UTILITY AND SANITARY SERVICE LINES SHALL BE KEPT IN SERVICE AND PROTECTED DURING CONSTRUCTION OPERATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL EXISTING SERVICE LINES, AND NOTIFY THE CITY'S REPRESENTATIVE OF ANY CONFLICTS IMMEDIATELY. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATION OF ALL UNDERGROUND UTILITY LINES PRIOR TO ANY EXCAVATION. UTILITIES DAMAGED THROUGH THE NEGLIGENCE OF THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

11. ALL SIGNS, MAILBOXES, AND LANDSCAPING IN CONFLICT WITH THE PROPOSED CONSTRUCTION SHALL BE REMOVED AND RESET. TEMPORARY FENCING SHALL BE INSTALLED AT LOCATIONS WHERE EXISTING PERMANENT FENCING EXISTS; LOCATION SHALL BE DETERMINED IN THE FIELD. USE OF EXISTING FENCE AS TEMPORARY FENCING IS THE CONTRACTOR'S OPTION. NEW MATERIAL USED FOR TEMPORARY FENCE THAT WILL BE REUSED AS PERMANENT FENCE BY THE CONTRACTOR SHALL BE REVIEWED BY THE CITY REPRESENTATIVE TO DETERMINE WHETHER THE CONDITION OF THE MATERIAL IS ACCEPTABLE PRIOR TO INSTALLATION AS PERMANENT FENCING. THESE ITEMS ARE SUBSIDIARY TO THE BID ITEM "SITE PREPARATION".

12. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SITE EROSION CONTROL IN ACCORDANCE WITH THE CRITERIA SET FORTH BY THE STATE OF MISSOURI AND THE CITY OF LIBERTY AND/OR AS NOTED IN THE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL KEEP ONE (1) COPY OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ON SITE PER MISSOURI DEPARTMENT OF NATURAL RESOURCES (MDNR) REQUIREMENTS. TEMPORARY EROSION CONTROL SHALL BE INSTALLED PER THE SPECIFICATIONS, OR AS WARRANTED AND DETERMINED IN THE FIELD BY THE CITY'S REPRESENTATIVE. EROSION CONTROLS MUST BE IN PLACE PRIOR TO ANY SITE WORK AND MUST BE MAINTAINED CONTINUOUSLY THROUGHOUT THE PROJECT. PAYMENT FOR INSTALLATION AND CONTINUOUS MAINTENANCE SHALL BE INCIDENTAL TO THE EROSION CONTROL PAY ITEMS.

13.CLEARING AND GRUBBING OPERATIONS AND DISPOSAL OF ALL DEBRIS THERE FROM SHALL BE PERFORMED BY THE CONTRACTOR IN STRICT ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS, CODES, AND ORDINANCES. OPEN BURNING OF DEBRIS SHALL NOT BE PERMITTED.

14. DRIVEWAYS, SIDEWALK, AND OTHER AREAS INSIDE AND OUTSIDE THE CONSTRUCTION LIMITS DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT EXISTED BEFORE DAMAGE OCCURRED AT THE CONTRACTORS EXPENSE. ALL CATCH BASINS, UTILITY VALVES, HYDRANTS, MANHOLES, METER PITS, ETC. WITHIN GRADING LIMITS SHALL BE ADJUSTED OR REBUILT TO GRADE AS REQUIRED. ALL INLETS SHALL BE GRADED TO DRAIN. NO SEPARATE PAYMENT WILL BE MADE FOR ADJUSTMENTS NOT NOTED IN THE PLAN NOTATION AND CALLOUTS.

15. EXISTING TREES NOT DESIGNATED FOR REMOVAL SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. TREES DAMAGED DURING CONSTRUCTION SHALL BE PRUNED AND WOUNDS PROTECTED AS APPROVED BY THE CITY'S REPRESENTATIVE.

16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INDEPENDENTLY DETERMINE EARTHWORK TYPE AND QUANTITIES THEREOF. NO CLASSIFICATION OF EXCAVATED MATERIALS WILL BE MADE. NO ADDITIONAL PAYMENT WILL BE MADE FOR ROCK EXCAVATION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING THE AMOUNT OF ROCK EXCAVATION, IF ANY, TO BE INCLUDED IN HIS BID. EXCAVATION WORK SHALL INCLUDE THE REMOVAL AND SUBSEQUENT HANDLING OF ALL MATERIALS EXCAVATED OR OTHERWISE REMOVED IN PERFORMANCE OF THE WORK, REGARDLESS OF THE TYPE, CHARACTER, COMPOSITION, OR CONDITION THEREOF. ALL FILL AND BACKFILL MATERIAL SHALL BE FREE FROM ORGANIC MATTER WITH ALL UNDESIRABLE MATERIAL REMOVED.

17. ALL CONTRACTOR STOCKPILING, STAGING AND EMPLOYEE PARKING SHALL BE CONFINED TO THE LOCATIONS SHOWN ON THE PLANS. IF THE CONTRACTOR BELIEVES THAT HE REQUIRES MORE WORKING ROOM THAN IS PROVIDED IN THE PERMANENT EASEMENT OR RIGHT-OF-WAY, THE CONTRACTOR, AT HIS EXPENSE, MAY OBTAIN AGREEMENTS WITH PROPERTY OWNERS FOR ADDITIONAL TEMPORARY ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GAINING ANY TEMPORARY ACCESS REQUIRED TO COMPLETE THE WORK. THE CONTRACTOR SHALL PROVIDE OWNER AND CITY WITH COPIES OF ANY AGREEMENTS REACHED FOR SAID ACCESS.

18. THE TOP 6" OF ALL FILL SHALL BE TOP SOIL, AND SHALL BE APPROVED BY THE CITY'S REPRESENTATIVE PRIOR TO SOD OR SEED INSTALLATION. ALL BACK FILL SHALL BE TAMPED AND ORGANIC TOP SOIL PLACED THEREAFTER FOLLOWED BY SEEDING OR SOD AS REQUIRED BY THE SPECIFICATIONS. NO EXTRA PAYMENT WILL BE MADE FOR IMPORTED FILL MATERIAL REQUIRED TO CONSTRUCT FILLS TO LINES AND GRADES INDICATED ON THE DRAWINGS.

19. ALL AREAS THAT ARE DISTURBED SHALL BE SEEDED WITH THE TYPE OF GRASS SPECIFIED . THE CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SEEDING, FERTILIZING, AND EROSION CONTROL.

20. GROUNDWATER SEEPAGE MAY BE ENCOUNTERED. IF WATER SEEPAGE IS ENCOUNTERED DURING EXCAVATION, USE OF TEMPORARY DEWATERING TECHNIQUES MAY BE NECESSARY AT NO ADDITIONAL COST TO THE CITY.

21. THE CONTRACTOR SHALL NOT BE ALLOWED TO WORK SUNDAY. HOLIDAYS AND SATURDAY WORK SHALL BE APPROVED BY THE CITY'S REPRESENTATIVE.

22. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF THE CONSTRUCTION WORKERS AND THE PUBLIC.

23. ALL BENCHMARKS, CONTROL POINTS, PROPERTY MARKERS AND RIGHT-OF-WAY MONUMENTS DISTURBED OR DESTROYED SHALL BE RESET BY A MISSOURI REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

24. CONTRACTOR SHALL CONTACT A FIELD REPRESENTATIVE FROM HIS GEOTECHNICAL PRODUCTS SUPPLIER WHOM IS EXPERIENCE IN THE MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES FOR SUCH PRODUCTS. PRIOR TO INSTALLATION OF BANK STABILIZATION AND ROLLED EROSION CONTROL PRODUCTS THE CONTRACTOR SHALL MEET SAID REPRESENTATIVE, ON SITE, TO DISCUSS THE CORRECT INSTALLATION PROCEDURE, STAPLE CHARACTERISTICS AND PATTERN RECOMMENDED FOR THE SITE CHARACTERISTICS. THE CONTRACTOR SHALL PROVIDE THE CITY'S REPRESENTATIVE A WRITTEN ACCOUNT OF SAID MEETING DETAILING THE PRESCRIBED INSTALLATION METHODS AGREED ON. METHODS SHOULD BE CONCEIVED TO PROMOTE RAPID DENSE VEGETATION ESTABLISHMENT AND PREVENT GEOTEXTILE FAILURE OR ROLL OVER AND RILL EROSION BENEATH THE GEOTEXTILE ON SLOPES AND WITHIN CHANNELS.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	MOBILIZATION AND BONDS (3% MAX)	1	LS
2	CONSTRUCTION STAKING	1	LS
3	SITE DEMOLITION	1	LS
4	CLEARING AND GRUBBING	1	LS
5	TRAFFIC CONTROL - CHANNELIZERS	52	EA
6	TRAFFIC CONTROL - SIGNS R9-9	4	EA
7	TRAFFIC CONTROL - SIGNS W021-5	4	EA
8	TRAFFIC CONTROL - SIGNS W020-1	8	EA
9	TRAFFIC CONTROL - SIGNS W020-5	2	EA
10	TRAFFIC CONTROL - SIGNS W020-6A	2	EA
11	TRAFFIC CONTROL - SIGNS R1-1	2	EA
12	TRAFFIC CONTROL TYPE III BARRICADES	10	EA
13	AGGREGATE BASE (MODOT TYPE 1)(6")	144.6	SY
14	CURB (TYPE CG-1)	130	LF
15	SIDEWALK (4" THICK)	80.3	SY
16	CONCRETE CURB RAMP (6" THICK)	55.9	SY
17	TRUNCATED DOMES	80	SF
18	LUMINAIRE, CLASS D - 150 WATT	4	EA
19	CABLE, 8 AWG 1 CONDUCTOR, LUMINAIRE POWER	1900	LF
20	CABLE, 12 AWG 1 CONDUCTOR, POLE & BRACKET	480	LF
21	SIGNAL HEAD, TYPE 3B	10	EA
22	SIGNAL HEAD, TYPE 4B	2	EA
23	SIGNAL HEAD, TYPE 1S	8	EA
24	POST, SIGNAL 8 FT.	4	EA
25	POST, TYPE CL, 32 FT. ARM AND 10 FT. LUMINAIRE ARM	1	EA
26	POST, TYPE CL, 36 FT. ARM AND 10 FT. LUMINAIRE ARM	1	EA
27	POST, TYPE CL, 38 FT. ARM AND 10 FT. LUMINAIRE ARM	1	EA
28	POST, TYPE CL, 40 FT. ARM AND 10 FT. LUMINAIRE ARM	1	EA
29	CONTROLLER ASSEMBLY HOUSING, NEMA TS2 CONTROLLER	1	EA
30	RADAR DETECTION SYSTEM	1	EA
31	EMERGENCY VEHICLE PREEMPTION SYSTEM	1	EA
32	CONDUIT, 2 IN., TRENCH WITH TRACER WIRE	189	LF
33	CONDUIT, 3 IN., TRENCH WITH TRACER WIRE	62	LF
34	CONDUIT, 4 IN., TRENCH WITH TRACER WIRE	106	LF
35	CONDUIT, 2 IN., PUSHED WITH TRACER WIRE	91	LF
36	CONDUIT, 4 IN., PUSHED WITH TRACER WIRE	241	LF
37	CONDUIT, 2 IN., GRS EXTERNAL ON STRUCTURE	10	LF
38	CABLE, 2 AWG 1 CONDUCTOR, POWER	730	LF
39	CABLE, 6 AWG 1 CONDUCTOR, POWER	80	LF
40	CABLE, 14 AWG 2 CONDUCTOR	1350	LF
41	CABLE, 14 AWG 5 CONDUCTOR	2930	LF
42	CABLE, 14 AWG 7 CONDUCTOR	860	LF
43	POWER SUPPLY ASSEMBLY, TYPE 2 WITH 120 V LIGHTING CONTROL CABINET	1	EA
44	PULL BOX, PREFORMED CLASS 2	4	EA
45	PULL BOX, PREFORMED CLASS 3	1	EA
46	BASE, CONCRETE	15.4	CY
47	AUDIBLE PEDESTRIAN PUSHBUTTONS AND SIGNING (WITH CONTROLLER)	8	EA
48	SH-FLAT SHEET - SIGNAL SIGN	57	SF
49	SIGNAL SIGN, MOUNTING HARDWARE	8	EA
50	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 4 IN., WHITE	208	LF
51	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 4 IN., YELLOW	27	LF
52	PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN., WHITE	88	LF
53	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	2	EA
54	SEDIMENT FENCE	121	LF
55	INLET PROTECTION	6	EA
56	SOD	80	SY
57	SEEDING	100	SY
58	MULCH	100	SY

FILED ON TIME

NAME

