

# ADDENDUM NUMBER 1

**Title:** Katy Depot – Liberty Park Connect Sedalia Project  
**Owner:** City of Sedalia, Missouri  
**Engineer:** Wilson & Company, Inc., Engineers & Architects

ISSUE DATE: **September 16, 2025.**

Bidders are hereby notified of the following changes, additions, modifications, information and clarification for the above project, for which Bids are to be received on Wednesday, **September 24, 2025**, at 3:00 PM are amended as follows:

## **QUESTIONS AND CLARIFICATIONS**

1. Job is bidding a little late in the year so the construction window given with an April 3rd, 2026 completion date will require a lot of Cold Weather Concrete and slowing the cure time on concrete which will inconvenience property owners more up and down the street and was curious if there was a specific need for the City to spend a premium to complete in this window or would it be possible to extend the completion timeframe to be extended to summer/fall of 2026?

**Answer: The period of performance has been revised to have a delayed notice to proceed of March 1, 2026. Calendar days to complete is the same at 185 days.**

2. Concrete Maximum Slump requirements? Technical Specs S-16 & S-17 note a maximum of 3" slump but MoDOT's 501 specs allow for Max of 4" slump on most concrete mix designs and was curious if that could be increased to allow for a more workable product especially in areas along buildings etc where it will be a little tougher screeding.

**Answer: MoDOT's 501 spec does allow for a 4" slump, it is agreed that a high slump is easier to finish along buildings. S-16 and S-17 have been revised to allow for a 4" slump.**

3. Survey Staking - Technical Specification S-30 states construction staking will be performed by City but JSP G and Pay Item #2 asks for pricing for contractor performed staking. I assume we are responsible for our own staking?

**Answer: The Contractor is responsible for construction staking. S-28, S-29, S-30, and S-31 has been revised to exclude language pertaining to City responsibility to perform survey staking.**

4. Every Pole Supports - If we are just excavating down say 18" to 24" will we need to have Every come support the pole? If so does city have a budget price per trip they could share?

**Answer: The Contractor shall coordinate with Every on the bracing of poles. The City does not have a budget price per trip to share.**

5. Utilities located in line with the Thickened Sidewalk Edge - Are there any concerns with the depths of existing utilities being in conflict with excavating for the Thickened edge of sidewalk?

**Answer: Existing utilities and their location, as shown in the drawings, represent the best information obtainable for design location information obtained from**

**various utilities companies provided field locations. Elevations shown on plans are estimated only, and not confirmed.**

6. Demo and Site Preparation - Area duplications - Are any of the called out removal areas duplicated from one page to another following a match line? Just didn't want to unnecessarily overestimate based on those values.

**Answer: Called out removal areas are duplicated from one page to another following the match line.**

7. Saw joint sealing? – Is that necessary or required to seal concrete saw joints?

**Answer: According to City Standard Detail 3.105 Joint Sealant is to be used.**

8. Should we figure all drive approaches to be poured with High Early Strength Concrete or is it OK to have these closed for up to 14 Cal Days?

**Answer: Drive approaches should be poured with High Early Strength Concrete where properties have limited access. A JSP has been added to allow for high early strength concrete.**

9. Is detail 2.105 on sheet 44 of 80 the detail we need to follow for line 16 (Full Depth pavement patch)? Just wanted to verify whether or note that 1' pavement repair was either all asphalt or just a 2" overlay over concrete?

**Answer: Yes, detail 2.105 should be followed for the Full Depth Pavement Patch. The pavement repair section should be concrete with a 2" overlay.**

10. Remove and Reset sign qty – I counted 13 signs to remove and reset.

**Answer: 23 signs total for remove and reset have been accounted for. Plans and Project Manual have been updated to reflect change in quantity.**

11. Also if there is a detail for a concrete flume that would be helpful as well.

**Answer: The concrete flume construction should match elevations shown on sheet 36, and match the sidewalk depth of 6".**

12. Gutter Drains – Is there a detail and could there be a pay item for gutter drains – I noticed at least 2 while onsite crossing the existing sidewalk.

**Answer: A detail has been added to the miscellaneous detail sheet. This work shall be considered subsidiary to the sidewalk construction.**

13. Leaning and poor condition Retaining Walls – Several locations along the route have these types of retaining walls that will be hard to support after removing existing sidewalk – Are we to leave in place or would it be better to go ahead and provide a bid price to remove and install new to avoid contentious disputes with property owners?

**Answer: The walls are to be left in place. A Job Special Provision has been added requiring the Contractor to have the City's Representative present during work adjacent to any retaining walls.**

14. Fire Hydrants – I don't see any adjustments or notes for fire hydrants – If they fall within concrete limits is the expectation to just pour around them?

**Answer: Yes. There are hydrants located in or in proximity to the sidewalk construction. For example, east of Grand Ave (~Sta. 27+60), east of**

**Massachusetts (~Sta. 57+60), and east of Lafayette (~Sta. 64+10). The hydrants near Massachusetts and Lafayette will not be located within the sidewalk as the intersections are built with bump-outs, but the hydrant near Grand Ave will match closely with the proposed grade and the concrete should just be poured around the hydrant.**

15. Existing Inlets – Only Inlet/MH removal/replacement in plans is at Osage? What is the intent at other locations like at 3rd and Lamine, S. Moniteau, S. Vermont, S. Missouri, S. Harrison, S. Grand etc. where there are open inlets. (Just leave existing concrete and build the curb ramps around them?)

**Answer: Yes, the only removal/replacement in plans is at Osage. The curb ramps should be built around all other inlets/manholes. Integral curb will need to be utilized, shown on the plans, to make up grade around the inlet/manhole tops where necessary.**

16. At Osage on east side of the street where we are installing the New Manhole, I assume the intent is to remove the existing one? Plans just don't call that out specifically so just verifying.

**Answer: Yes, the existing one should be removed. Note added onto plans to remove the existing manhole.**

17. No Dumping stickers – Do we need to replace these when impacted?

**Answer: Yes, they should be replaced if disturbed. There will be no direct pay for this work.**

18. Parking Lane Closures – With these streets being wider and allowing parking is it acceptable to close the parking lane's overnight to park equipment and stage out of while working between these blocks?

**Answer: This is acceptable. The Contractor shall notify property owners 48 hours in advanced when doing so and must be approved by the City's representative. Staging should be limited to one block at a time to limit disruptions businesses and residents.**

19. Would hydroseeding be allowed on this project? Due to the small irregular areas on sidewalk projects we have found this is the best approach. Seed, fertilizer, and hydromulch would be mixed in the tank and sprayed in a single application. We would use the manufacturer's application rate of 2000 LBS/acre. See attached profile material data sheet.

**Answer: Yes, hydroseeding may be allowed for this project.**

20. Would MODOTs 805.3.1.1 specification apply to the permanent seeding if planted out of season? I am referring to the section stating that if planted out of season the fertilizer/seed are applied at a lower rate and then overseeded with another application of seed/fertilizer during the months suggested in the specification.

**Answer: This is correct.**

21. Will temporary seeding be required on this project? I saw in note #7 on page 37 of the plans stating that if construction activities cease and do not resume within 14 days the contractor is responsible to provide temporary seed at no additional cost.

**Answer: Only if the contractor ceases construction activities for 14 days.**

22. Will silt fence and curb inlets be installed per MODOT standards(806.10K)?

**Answer: Yes, silt fence and curb inlets should be installed per MoDOT Standard Plan (806.10K).**

23. Is there any sodding on this project? See note 21 on page 2 of the plans.

**Answer: No sodding is required. Note 21 on page 2 of the plans have been revised to state "seeded."**

24. I have a question about bid item #25. It has the bid quantity of remove and reset signs at 7 each. I counted 18 remove and reset signs in the plans. Will this be updated to reflect 18 or is there a specific 7 that you want completed? Also, I did not see a post spec in the spec sheets. Can I bid the post as 1.75" telespar (14 gauge) post with a new anchor and sleeve?

**Answer: 23 signs total for remove and reset have been accounted for. Project manual and plans have been revised for new total. Remove and Reset Sign JSP has been revised to clarify that MoDOT Section 903 applies. This can be found on page 88 of the Project Manual (page 6 of JSP).**

## **PLANS**

1. Plan Sheet #2; general note number 21 revised "sod" to "seeded" and bid item #25 quantity Remove and Reset Sign from 7 to 22.
2. Plan Sheet #14; Revised Location of Stop Bar going East on 3<sup>rd</sup> Street.
3. Plan Sheet #18; Added notes for removal and reset of an existing sign.
4. Plan Sheet #19; Added notes for removal and reset of an existing sign.
5. Plan Sheet #20; Added notes for removal and reset of an existing sign.
6. Plant Sheet #21; Added notes for removal and reset of an existing sign and removal of existing storm structure on southeast corner of 3<sup>rd</sup> Street and Osage Avenue.
7. Plan Sheet #46; Added Trench Drain detail.

## **PROJECT MANUAL**

1. Revised (3) Period of Performance with a delayed notice to proceed on March 1, 2026.
2. Revised the itemized bid form to update bid item number 25 quantity from 7 to 23;
3. S-28, S-29, S-30, and S-31 has been revised to exclude language pertaining to City responsibility to perform survey staking;
4. Job Special Provisions have been updated as follows:
  - a. JSP Remove and Reset Sign has been revised to indicate posts and signs must follow MoDOT Sec 903.
  - b. JSP Access to Commercial and Private Properties has been added for guidance and requirements for construction of entrances.
  - c. JSP Contractor/City Cooperation has been added to require the Contractor to inform and notify City when performing work adjacent to retaining walls.
  - d. JSP Property Owner Notification has been added to require the Contractor to notify the Property Owner 48 hours prior to any construction activities.

- e. JSP Rectangular Rapid Flashing Beacon Pedestrian Crosswalk System has been added to provide guidance and requirements for the RRFB Pedestrian Crosswalk System.

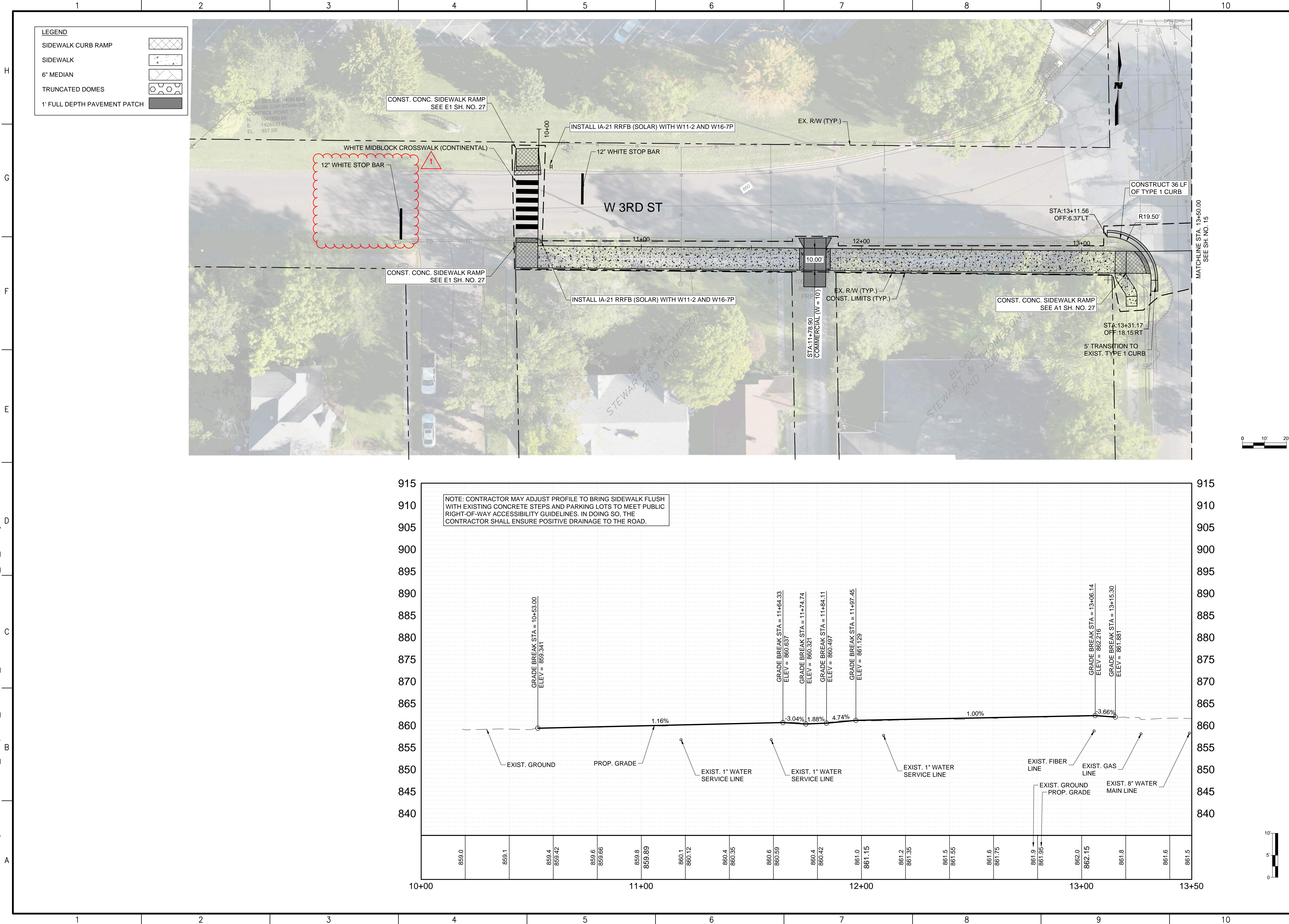
**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Proposal.**

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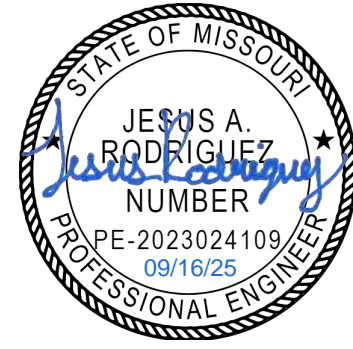


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**PROJECT NAME**  
KATY DEPOT TO LIBERTY PARK  
CONNECT SEDALIA PROJECT  
CITY OF SEDALIA, MO  
CITY PROJECT NO. 2024-130

REV.	DATE	DESCRIPTION	BY
1	09/15/2025	ADDENDUM 1	JAR

PROJECT NO:	2400029900
DESIGNED BY:	AJM
DRAWN BY:	AJM
CHECKED BY:	JAR
DATE:	9/16/2025

**SHEET TITLE**  
PLAN &  
PROFILE STA  
10+00 - 13+50

**SHEET NO:**  
14 OF 80

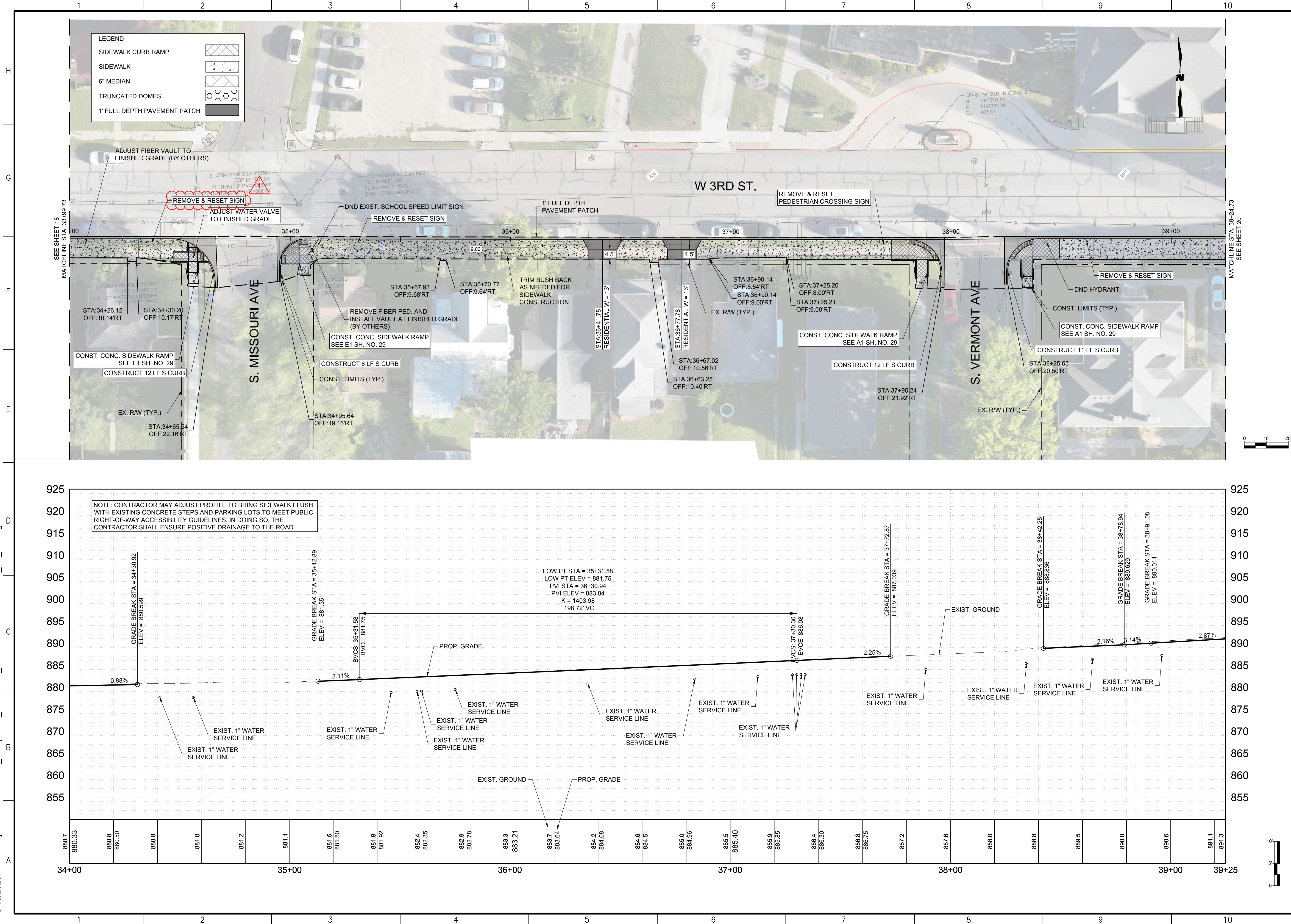




PROJECT NAME	
KATY DEPOT TO LIBERTY PARK CONNECT SEDALIA PROJECT CITY OF SEDALIA, MO CITY PROJECT NO. 2024-130	
PROJECT NO:	2400029900
DESIGNED BY:	AJM
DRAWN BY:	AJM
CHECKED BY:	JAR
DATE:	8/6/2025
SHEET TITLE	PLAN & PROFILE STA 28+85 - 34+00
SHEET NO:	18 OF 80



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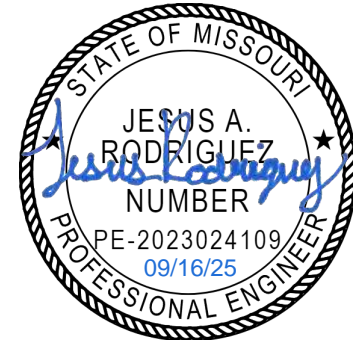


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CITY OF SEDALIA, MO  
CITY PROJECT NO. 2024-130**

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PROJECT NO: 2400029900  
DESIGNED BY: AJM  
DRAWN BY: AJM  
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SHEET TITLE

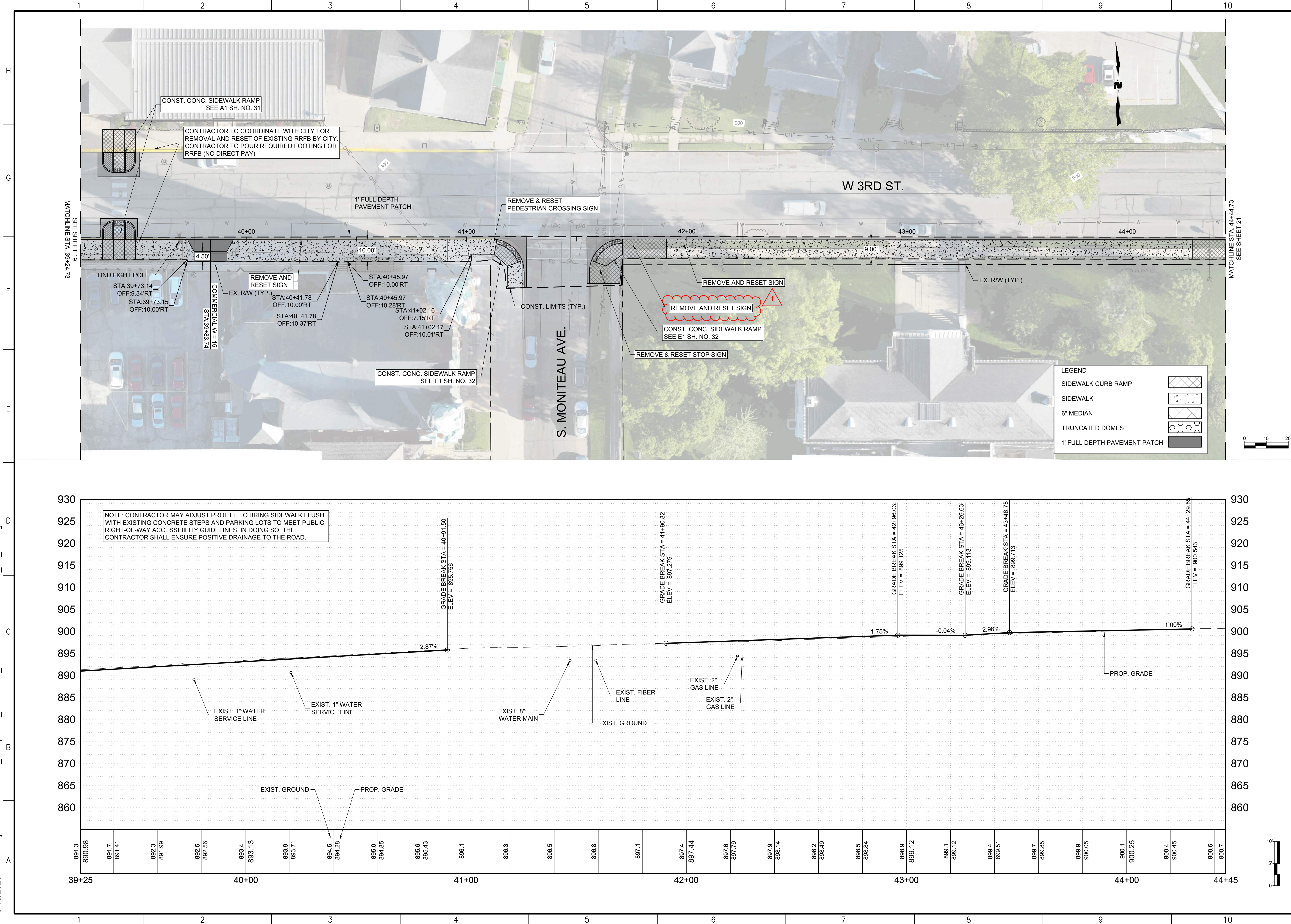
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34+00 - 39+25**

SHEET NO:

19 OF 80



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CONSULTANTS

SEAL

STATE OF MISSOURI  
JESUS A. ROJAS GUTIERREZ  
NUMBER  
PE-2023024109  
09/16/25  
PROFESSIONAL ENGINEER

PROJECT NAME

KATY DEPOT TO LIBERTY PARK  
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CITY OF SEDALIA, MO  
CITY PROJECT NO. 2024-130

REV.	DATE	DESCRIPTION	BY
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PROJECT NO: 2400029900

DESIGNED BY: AJM

DRAWN BY: AJM

CHECKED BY: JAR

DATE: 8/6/2025

SHEET TITLE

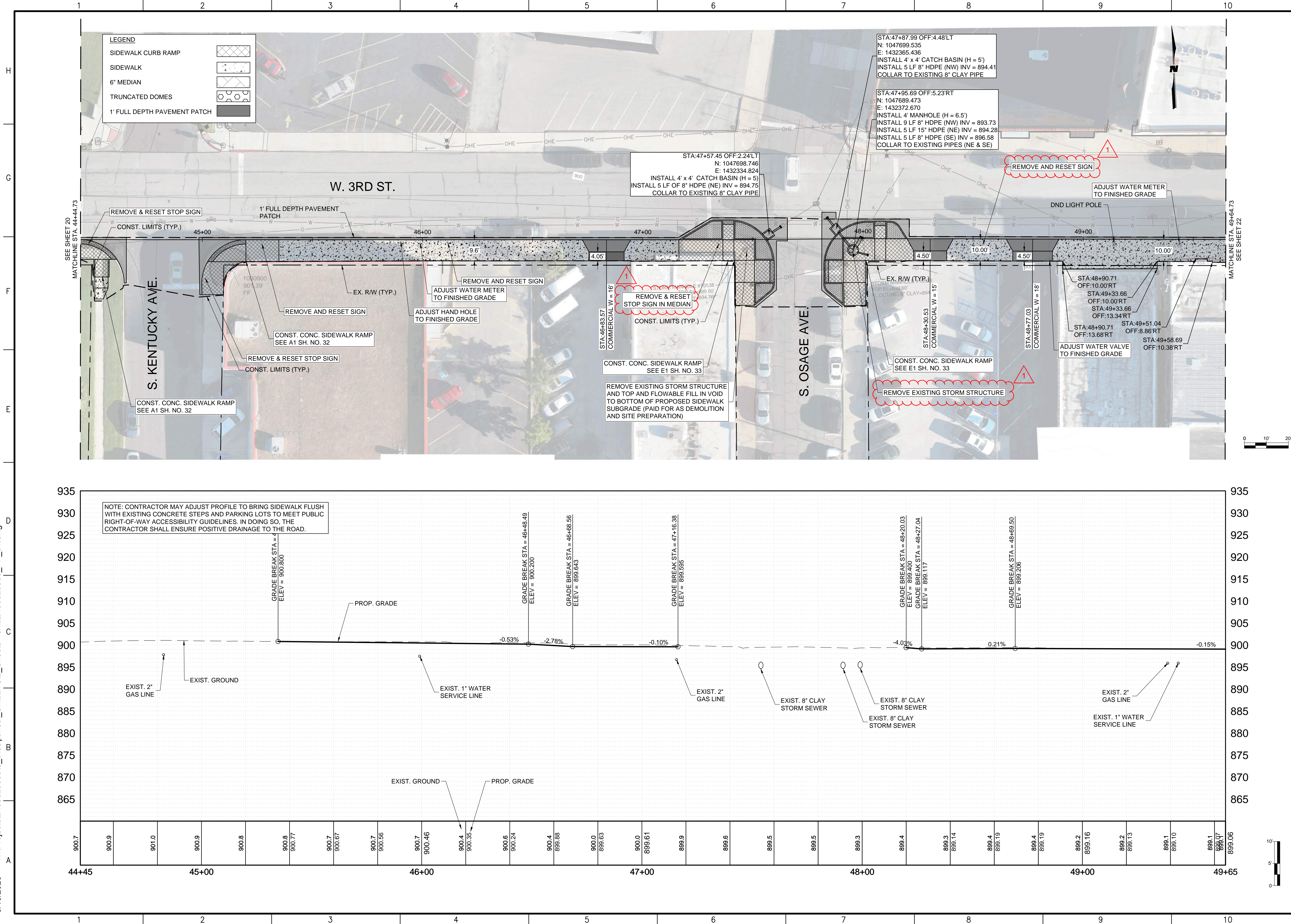
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39+25 - 44+45

SHEET NO:

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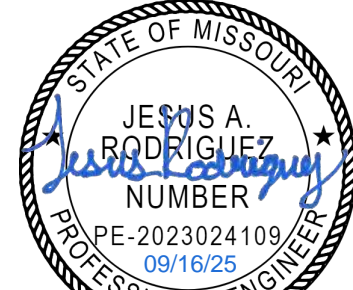


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CITY OF SEDALIA, MO  
CITY PROJECT NO. 2024-130**

PROJECT NAME

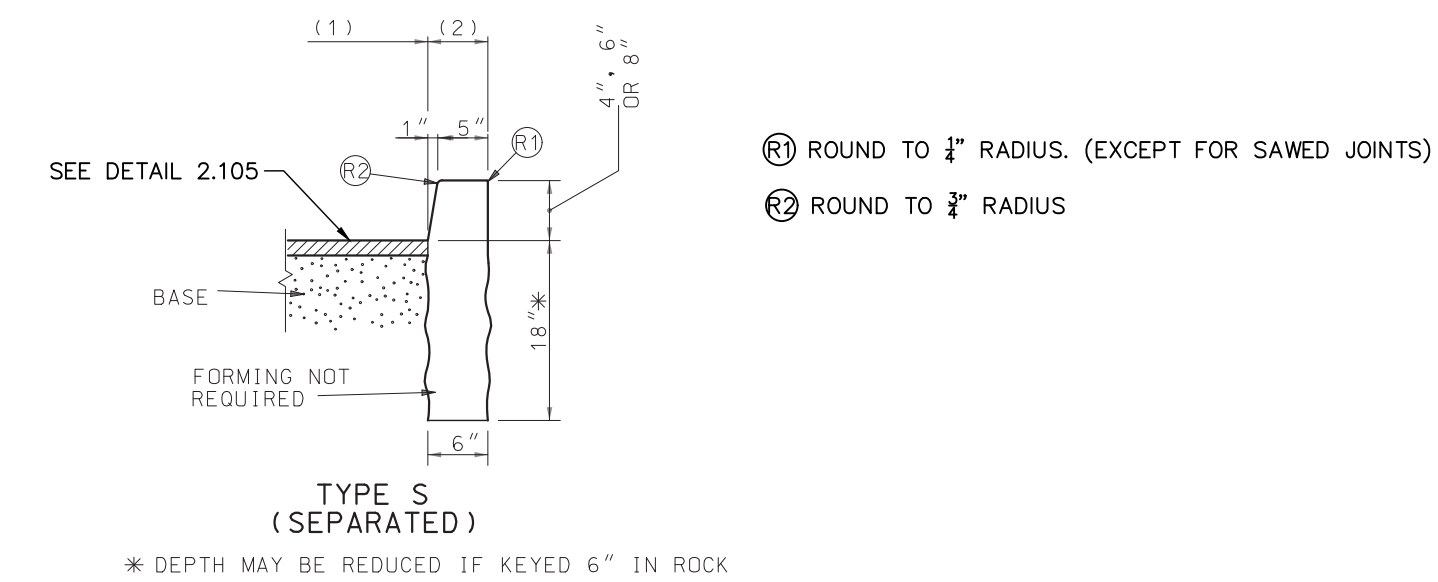
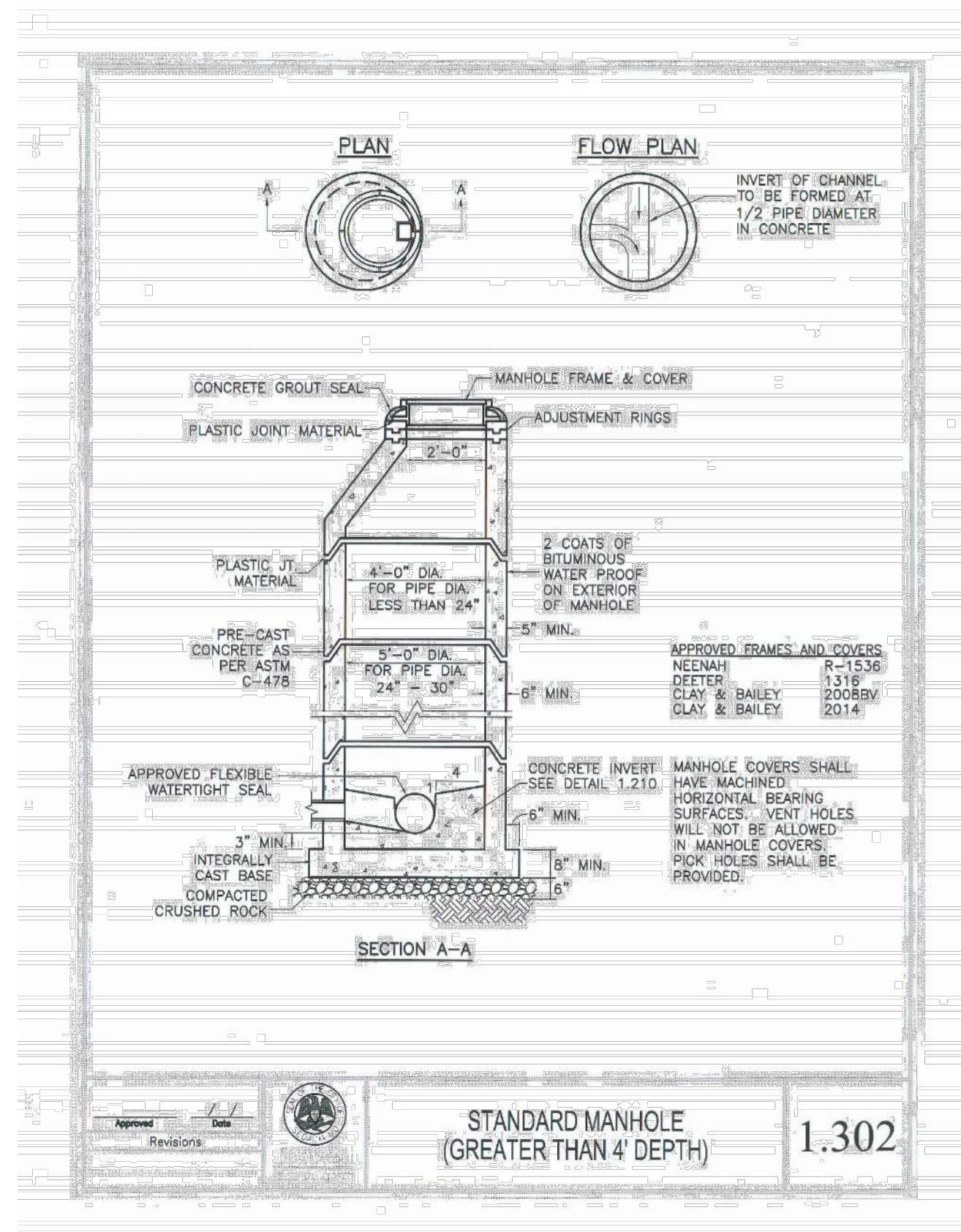
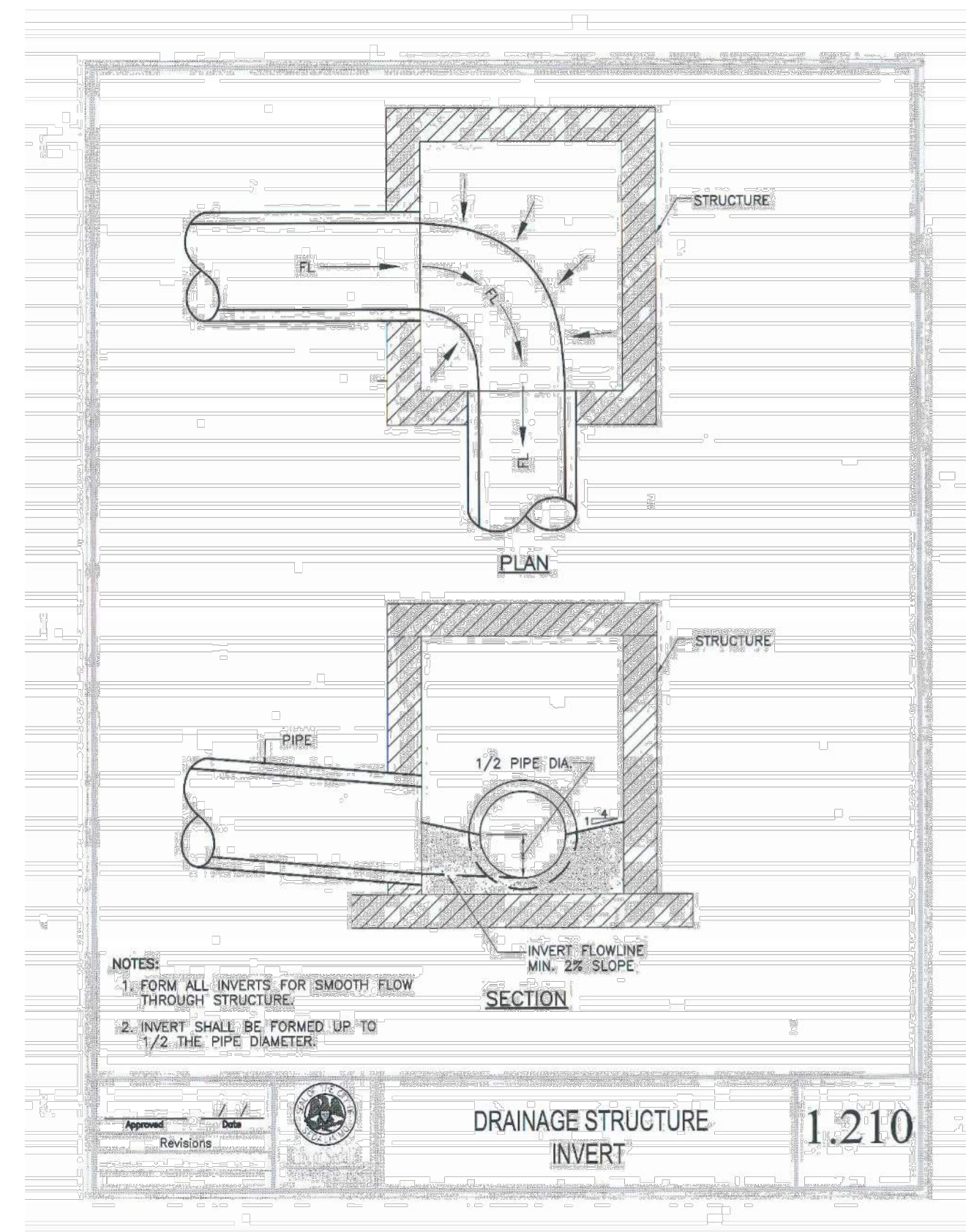
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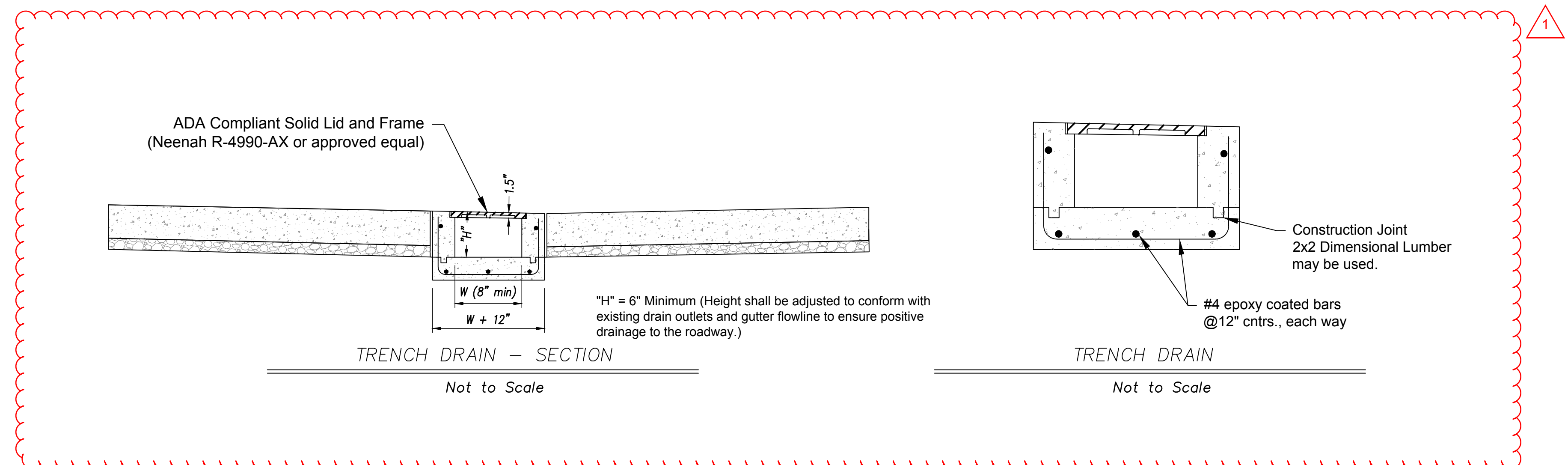
**PLAN &  
PROFILE STA  
44+45 - 49+65**

SHEET NO:  
21 OF 80





### TYPE S CURB DETAIL



**WILSON  
& COMPANY**

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PROJECT NAME

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PROJECT NO:	2400029900
DESIGNED BY:	AJM
DRAWN BY:	AJM
CHECKED BY:	JAR
DATE:	9/15/2025

SHEET TITLE

STANDARD  
DETAILS

SHEET NO:

46 OF 80



## NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Sedalia, 200 S. Osage Ave., Sedalia, MO, 65301 for the proposed work will be received by the City Clerk until 3:00 P.M. (prevailing local time) on September 24, at the office of the City Clerk at 200 S. Osage Ave, Sedalia, MO 65301 and at that time will be publicly opened in the first-floor council chambers. Bids should be delivered to: 200 S. Osage Ave., Sedalia, MO 65301.

**(1) PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The construction of a 8-10' wide sidewalk beginning at the Katy Depot continuing west along the south side of 3rd Street to a mid-block crossing at Sneed Avenue. Tasks include: Demolition, Earthwork, Grading, Storm Sewer, Concrete Sidewalk, ADA Ramps, Signage, Pavement Markings, Traffic Control, and Erosion Control.

**(2) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," 2023 edition and "Missouri Standard Plans for Highway Construction", 2023 edition, their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

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

### General Provisions & Supplemental Specifications

These supplemental bidding documents contain all current revisions to the bound printed 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. The standard plans and specifications in effect are the City of Sedalia Standard Plans and Specifications and the Missouri Department of Transportation (MoDOT) Standard Plans and Specifications, 2023 edition. If the more than one is referenced and in conflict, the City of Sedalia Standard Plans and Specifications shall supersede unless otherwise noted.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Sedalia" and the term "Engineer" is a reference to the Engineer of Record from Wilson & Company, Inc., Engineers & Architects.

The contracting authority for this contract is City of Sedalia.

**(3) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: 185

Delayed Notice to Proceed will be given March 1, 2026.

**(4) LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:



# ITEMIZED BID FORM

## TO THE CITY OF SEDALIA, MISSOURI:

Pursuant to and in compliance with the Notice to Contractors and having examined the plans and specifications with related documents and the site(s) of the proposed work, the undersigned bidder proposes and agrees, if this proposal is accepted, to furnish all labor, materials, tools, supplies, equipment and supervision and to do all other work necessary for the **KATY DEPOT – LIBERTY PARK CONNECT SEDALIA PROJECT, Project 2024-130, dated September 2, 2025**, as noted in these contract documents for the following price(s):

Item No.	Description	UNIT	Estimated Quantity	Unit Cost	Amount
BASE BID					
1	Mobilization	LS	1		
2	Construction Furnished Surveying and Staking	LS	1		
3	Demolition and Site Preparation	LS	1		
4	Adjust Utility Appurtenances	EA	9		
5	Unclassified Excavation	CUYD	870		
6	Type 5 Aggregate Base (6 in. Thick)	SQYD	5,803		
7	Concrete Curb (6 in.) Type 1	LF	36		
8	Concrete Curb (6 in.) Type S	LF	174		
9	Concrete Sidewalk (6")	SQYD	4,382		
10	Concrete Curb Ramp	SQYD	913		
11	Truncated Domes	SQFT	831		
12	Concrete Median	SQYD	109		
13	Concrete Driveway (8") (Commercial)	SQYD	262		
14	Concrete Driveway (6") (Residential)	SQYD	136		
15	Concrete Flume	EA	1		
16	Full Depth Pavement Patch	SY	819		
17	4' x 4' Catch Basin	EA	2		
18	4' Manhole	EA	1		
19	8" HDPE	LF	24		
20	15" HDPE	LF	5		
21	Concrete Collar	EA	3		
22	ADA Compliant Moveable Barricade	EA	22		
23	Construction Signs	SF	60.5		
24	Channelizers	EA	108		
25	Remove and Reset Sign	EA	23		
26	RRFB Pedestrian Crosswalk System	EA	2		
27	Preformed Thermoplastic Pavement Marking, 12 in. White	LF	28		
28	Preformed Thermoplastic Pavement Marking, 30 in White Midblock	EA	11		
29	Curb Inlet Check	EA	9		
30	Silt Fence	LF	381		
31	Seeding	AC	1		



**TOTAL AMOUNT OF BID: \$** \_\_\_\_\_

Bidder acknowledges receipt of the following addenda, which has been considered in the preparation of this bid:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

The undersigned agrees, if this proposal is accepted, to complete the work within **a period of 185 calendar days** from the date of the Notice to Proceed.

NAME OF BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
DATE: \_\_\_\_\_



Reinforcing Steel for concrete structures shall conform to Section 1036 of the 2023 Missouri Standard Specifications for Highway Construction.

Preformed Fiber Expansion Joint material shall conform to requirements of AASHTO M 213 and Section 1057.5 of the 2023 Missouri Standard Specifications for Highway Construction.

#### **S-16 PORTLAND CEMENT CONCRETE PAVEMENT, CURB, AND CURB & GUTTER**

GENERAL: This section governs the furnishing of all labor, equipment, tools and materials and the performance of all work necessary to construct Portland cement concrete driveway approaches and sidewalk complete including all necessary or incidental work done in accordance with the applicable requirements of Section S-9 thru S-13 unless otherwise specified or shown on the plans.

Construction methods and materials for Portland cement concrete pavement, curb, and curb & gutter shall conform to requirements of Section(s) 501, 502, and 609 of the 2023 Missouri Standard Specifications for Highway Construction; however, **the maximum slump allowed shall be 4" with a maximum of 5.5 gallons of water per sack of cement.** The requirements for Portland cement shall be a minimum of 6.25 sacks per CY with class A sand and a 3" slump. Minimum compressive strength in 28 days shall be 4,000 psi. Air-entrainment shall be used with the designated quantity of air by volume to be 5½ %, with an operating tolerance of 1 ½-percentage points. The use of calcium chloride or other accelerating admixtures in concrete mixtures will not be permitted.

GRADING AND SUBGRADE PREPARATION: All excavation required in the rough grading and subgrade preparation shall be done by the Contractor. Fine grading shall be done by the Contractor in accordance with Sections 203, 209 and 210 of the 2023 Missouri Standard Specifications for Highway Construction with compaction to at least 95% of maximum dry density.

BASIS OF PAYMENT: The cost of furnishing all labor, equipment, tools, and materials and the performance of all work necessary to construct Portland cement concrete pavement, driveway approaches, curb, curb & gutter, and sidewalks complete, including all incidental work necessary in grading and sub-grade preparation and including breaking up existing concrete sidewalk, and including any fill or excavation, and including concrete saw cutting, shall be included in the unit price per square yard. ADA ramps will be bid on a separate lump sum unit price per ramp.

#### **S-17 MIXING AND PLACING CONCRETE**

CONCRETE: A uniform consistency of concrete shall be maintained at all times. The concrete slump shall not exceed four (4) inches. Consolidation by hand will be permitted.

Concrete may be mixed in transit mixers or mixed in a central mixing plant. Sufficient notice shall be given the City Engineer, prior to placing concrete of the method of mixing to be used so the mixing and delivery equipment can be checked and approved for use.



**EXPANSION JOINTS, PRE-MOLDED NON-EXTRUDING TYPE:** Expansion joints consisting of  $\frac{1}{2}$  inch pre-molded non-extruding expansion joints shall be placed at not to exceed 300 feet centers, at locations shown on the plans, and at radius points. Expansion joints shall be one-half ( $\frac{1}{2}$ ) inch wide pre-molded non-extruding type shaped to fit cross section of the pavement. The pre-molded joint filler shall be supported to prevent its displacement while depositing concrete at the expansion joints. Pre-molded filler shall be positioned in true alignment at right angles to the line of the pavement centerline and be normal to the surface of the concrete.

**CONTRACTION JOINTS:** All joints shall conform to the details as set out in the plans. These joints shall be straight and perpendicular to the pavement surface. The transverse joints shall be at right angles to the edge of the gutter. Contraction joints in pavement shall be formed at 15 feet spacing. The Contraction joint shall be one-quarter ( $\frac{1}{4}$ ) inch wide by one and a half ( $1\frac{1}{2}$ ) inches deep: The joints may be formed or sawed. Before the pavement is opened to traffic, all joints shall be marked off into square blocks by contraction joints as shown on the plans. The joints shall be one-eighth ( $\frac{1}{8}$ ) inch wide by one (1) inch deep, and may be formed either by inserting a fiber strip, tooling or by use of a concrete saw. Care must be taken to avoid over finishing at joints.

**CONSTRUCTION JOINTS:** Transverse and dowelled construction joints as indicated on the typical section shall be installed at the close of each day's work or when interruptions of more than thirty (30) minutes occur. It shall be located at least five (5) feet from any other transverse joint. It shall be formed from a clean wood plank, cut identical with the cross section of the pavement with holes drilled for dowel bars. The plank shall be accurately set and held in place at right angles to the edge of the pavement. When operations are resumed, the plank shall be carefully removed and all surplus concrete or materials on the subgrade removed and fresh concrete deposited directly against the old. The concrete surface shall be floated and straight edged to a true surface as called for on the plans.

**FINISHING:** Finishing operations shall be such as to require a minimum of manipulation from initial placing to finish surface. After the concrete has thoroughly consolidated and leveled, and the initial set has taken place, the surface shall be finished with a soft wood or cork float and finished with no other mortar than that contained in the concrete. The resulting surface shall be uniform in color with all imperfections removed. The edges shall be rounded with an edging tool having a  $\frac{1}{4}$ " radius except in instances when the edges of the pavement and at the joints. The final surface texture shall be applied manually with a wire comb.

**FINAL SURFACE TEST:** The Contractor will be held responsible for the correct alignment, grade and contour specified. Any spots higher than one-fourth inch ( $\frac{1}{4}$ ") on a ten (10) foot straight edge shall be ground to the required surface by the contractor at his own expense. Depth of water ponded in any sags or low spots in the pavement shall not exceed one-quarter ( $\frac{1}{4}$ ) inch in depth.

**PROTECTION AND CURING:** As soon as possible after concrete is finished and without marring the surface, the concrete shall be cured with a membrane spray. The Contractor shall protect the concrete work against damage or defacement of any kind until it has been accepted by



the City. Concrete that is not acceptable to the City Engineer because of damages or defacements shall be removed and replaced, or repaired to the City Engineer satisfaction at the expense of the Contractor.

**COLD WEATHER CONCRETING:** Except by specific written authorization by the City Engineer, concrete placing shall cease when the descending air temperature in the shade falls below 40 degrees Fahrenheit. When concreting is permitted during cold weather, the temperature of the mixed concrete shall be not less than 50 degree Fahrenheit at the time of placing the forms. The aggregates may be heated by steam or dry heat prior to being placed in the mixer. The water shall be not hotter than 170 degree Fahrenheit. When concrete is being placed during cold weather and the air temperature may be expected to drop below 35 degree Fahrenheit, a supply of straw or other suitable blanketing material shall be provided along the line of work. Care must be exercised to prevent the wind from removing the blanketing material. At any other time when the air temperature may be expected to reach the freezing point during the day or night, the material so provided shall be spread over the concrete to a sufficient depth to prevent freezing of the concrete. Such protection shall be maintained for at least five (5) days. If required by the City Engineer, concrete less than twenty-four (24) hours old shall also be covered by approved devices capable of maintaining the temperature within the concrete at 50 degree Fahrenheit or higher. Concrete injured by frost action shall be removed and replaced at the contractor's expense.

**INTEGRAL CURB:** Integral Curb shall be cast monolithic with the pavement. The cross-section and dimensions shall match the existing curb. Concrete for integral shall conform to the specifications in section S-12 thru S-20 of this manual.

## **S-18 CONCRETE MASONRY CONSTRUCTION**

Concrete masonry construction shall conform to the specifications of Section 703 of the 2023 Missouri Standard Specifications for Highway Construction, and to the requirements of section S-12 and S-20 of these General Specifications.

## **S-19 FORMS**

All forms shall be in good condition, with not more than one-fourth inch (1/4") variation in horizontal and vertical alignment for each ten (10) feet in length. The forms shall be set true to line and grade shall be adequately supported to stay in position while depositing and compacting the concrete. They shall be designed and constructed to permit their removal without damage to the concrete.

Side forms shall be made of steel of a section approved by the Public Works Director and the height shall be equal to the thickness of pavement at the edge, unless specifically accepted by the Public Works Director. Straight forms of wood shall have a minimum nominal thickness of 2".



Earth or crushed rock subgrade under the forms shall be thoroughly compacted prior to placing of concrete. Any fill required shall be Type 1 Aggregate Base or approved crushed rock or gravel.

The method of connecting form sections shall be such as to insure a tight neat joint. Each time forms are used they shall be cleaned thoroughly and oiled before concrete is placed against them.

## **S-20 CONCRETE SIDEWALKS**

This section governs the furnishing of all labor, equipment, tools and materials and the performance of all work necessary to construct sidewalks including all necessary incidental work done in accordance with the applicable requirements. All items of material included in this section shall conform to the requirements in Section S-12 thru S-19 unless otherwise specified or shown on the plans.

The incidental work of clearing and demolition of existing sidewalk, grading and sub-grade preparation shall be carried on well in advance of the sidewalk construction as herein specified.

**GRADING AND SUBGRADE PREPARATION:** All excavation required in the rough grading and sub-grade preparation shall be done by the Contractor. Fine grading and sub-grade shall be done by the Contractor in accordance with Section 209 and 210 of the 2023 Missouri Standard Specification for Highway Construction with compaction to at least 95% of maximum density.

**FORMS:** All forms shall be in good condition, with not more than one fourth inch (1/4") variation in horizontal and vertical alignment for each ten (10) feet in length. The forms shall be set true to line and grade shall be adequately supported to stay in position while depositing and compacting the concrete. They shall be designed and constructed so as to permit their removal without damage to the concrete. Forms shall also conform to the requirements of Section S-19 of these specifications.

**EXPANSION JOINTS, PRE-MOLDED NON-EXTRUDING TYPE:** Expansion joints constructed at the locations shown on the plans shall be one-half (1/2) inch wide and shall extend the full depth of the sidewalk.

**CONTRACTION JOINTS:** The sidewalk surface shall be marked off into square blocks by contraction joints as shown on the plans. The joints shall be one-eighth (1/8) inch wide by one (1) inch deep, and may be formed either by inserting a fiber strip, tooling or by use of a concrete saw.

**CONCRETE WORK:** Concrete shall be placed in accordance with the requirements of Section S-17 of these specifications. Concrete shall be a minimum of 4,000 psi. Joints shall be constructed at the locations shown on the plans. The pre-molded joint filler shall be supported so as to prevent its displacement while depositing concrete at the expansion joints. Pre-molded filler shall be positioned in true alignment at right angles to the line of the sidewalk and be normal to the surface of the concrete.



Highway Construction. Pipe installation and jointing shall meet the requirements of Section 728 of the 2004 Missouri Standard Specifications for Highway Construction

EMBEDMENT: Crushed stone for Pipe Embedment shall conform to Gradation D, Section 1005.2.4, Coarse Aggregate of the 2023 Missouri Standard Specifications for Highway Construction.

BASIS OF PAYMENT: The unit price bid per linear foot of PVC pipe shall include unclassified excavation, trenching, crushed stone bedding, furnishing and laying pipe and joint materials, and crushed stone backfill and earth backfill with suitable material. Length of PVC pipe will be measured from the interior wall surface of manholes, inlets and box culverts.

## **S-28 STORM SEWER INLETS AND MANHOLES**

CONCRETE: Concrete shall conform to the requirements in Section S-12 through S-20 of these General Specifications. The concrete shall be tamped and spaded or vibrated between the forms and the top surface of the floor of the inlet shall be given a smooth trowel finish. The inlets & manholes shall conform to requirements of Section 604 of the 2023 Missouri Standard Specifications for Highway Construction. The top surfaces of the inlet cover slab shall be finished with a fine brush finish.

FORMS: Forms shall be constructed mortar-tight, true to line and grade, securely staked, and braced. The inlets and manholes shall be constructed in accordance with the details shown on the plans.

MANHOLE FRAMES & GRATES: Manhole frames and grate frames shall be set in place before the concrete is placed. Cast iron manhole frames and covers shall conform to Section 614.30 and steel grates & bearing plates shall be galvanized and shall conform to Section 614.10 of the 2023 Missouri Standard Specifications for Highway Construction.

BASIS OF PAYMENT: The unit price for storm sewer inlets and manholes shall include all unclassified excavation including removal of existing inlet structure and compacted backfilling, furnishing all materials, and constructing the inlets and manholes and connecting all storm sewer pipes through the walls of the inlet or manhole and grouting around pipes and placing gravel or crushed stone filter material on the outside of weep holes.

## **S-29 LAYING REINFORCED CONCRETE PIPE**

INSTALLATION: Installation of reinforced concrete pipe shall conform to Section 726 and Figure 726.30F of the 2023 Missouri Standard Specifications for Highway Construction.

BEDDING: Crushed stone for bedding under and around pipe and for trench backfill shall conform to the gradation listed in Section S-27 of these General Specifications.

CONSTRUCTION STAKING: The Contractor will set stakes for line and grade on the storm sewer pipes, inlets and manholes, and new pavement. If the Contractor's equipment damages the



stakes, the Contractor will have to employ a surveyor to re-set the stakes at the Contractor's expense.

**BASIS OF PAYMENT:** The unit price bid per linear foot of reinforced concrete pipe shall include unclassified excavation, trenching, sawing existing pavement, crushed stone bedding; furnishing and installing pipe, joint materials, crushed stone backfill, earth backfill (with suitable material) and asphalt pavement patching. Length of reinforced concrete pipe will be measured from the interior wall surface of manholes, inlets and box culverts.

### **S-30 LAYING HIGH DENSITY POLYETHYLENE PIPE (HDPE)**

**INSTALLATION:** Installation of HDPE pipe shall conform to Section 730 and Figure 730.00 of the 2023 Missouri Standard Specifications for Highway Construction

**BEDDING:** Crushed stone for bedding under and around pipe and for trench backfill shall conform to the gradation listed in Section S-27 of these General Specifications.

**CONSTRUCTION STAKING:** The Contractor will set stakes for line and grade on the storm sewer pipes, inlets and manholes, and new pavement. If the Contractor's equipment damages the stakes, the Contractor will have to employ a surveyor to re-set the stakes at the Contractor's expense.

**BASIS OF PAYMENT:** The unit price bid per linear foot of HDPE pipe shall include unclassified excavations, trenching, crushed stone bedding, furnishing and laying pipe and joint materials, and crushed stone backfill and earth backfill with suitable material.

### **S-31 LAYING CORRUGATED METAL PIPE**

**INSTALLATION:** Installation of corrugated metal pipe shall conform to Section 725 and Figure 725.00A of the 2023 Missouri Standard Specifications for Highway Construction.

**BEDDING:** Crushed stone for bedding under and around pipe and for trench backfill shall conform to the gradation listed in Section S-27 of these General Specifications.

**CONSTRUCTION STAKING:** The Contractor will set stakes for line and grade on the storm sewer pipes, inlets and manholes, and new pavement. If the Contractor's equipment damages the stakes, the Contractor will have to employ a surveyor to re-set the stakes at the Contractor's expense.

**BASIS OF PAYMENT:** The unit price bid per linear foot of corrugated metal pipe shall include unclassified excavation, trenching, crushed stone bedding, furnishing and laying pipe and joint materials, and crushed stone backfill and earth backfill with suitable material. Length of corrugated metal pipe will be measured from the interior wall surface of manholes, inlets and box culverts.



## **TECHNICAL SPECIFICATIONS**

All work shall be done in accordance with the “City of Sedalia Standard Specifications,” and the “2023 Missouri Standard Specifications for Highway Construction.”

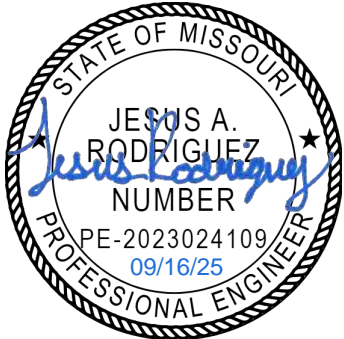
A copy of the 2023 Missouri Standard Specifications for Highway Construction can be obtained at the following link: <https://www.modot.org/media/46057>



## JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

A.	Measurement and Payment	1
B.	Work Zone Traffic Management Plan	4
C.	Utilities	5
D.	Adjust Utility Appurtenances	6
E.	Remove and Reset Sign	6
F.	Mobilization	6
G.	Construction Furnished Surveying and Staking	7
H.	Demolition and Site Preparation	7
I.	ADA Compliant Moveable Barricade	7
J.	ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C	8
K.	Supplemental Revisions	9
L.	Access to Commercial and Private Properties	17
M.	Contractor/City Cooperation	18
N.	Property Owner Notification	18
O.	Rectangular Rapid Flashing Beacon Pedestrian Crosswalk System	19
P.	Final Payment Documents	20

	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<b><i>Wilson &amp; Company, Inc., Engineers &amp; Architects</i></b> 800 East 101 <sup>st</sup> Terrace, Suite 200 Kansas City, MO 64131
	Certificate of Authority: 2003007599 Consultant Phone: 816-701-3126
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: TAP5700(512) PETTIS COUNTY, MO DATE PREPARED: 08/11/2025 ADDENDUM DATE: 09/16/2025
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	







JOB  
SPECIAL PROVISION

A. Measurement and Payment

**1.0 General.** This section covers methods of measurement and payment for items of Work under this Contract. This section supersedes all other measurement and payment sections in the referenced specifications.

**1.1** The Contract Price shall cover all Work required by the Contract Documents. All Costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies and appurtenances; providing all construction plant, equipment, and tools; and performing all necessary labor and supervision to fully complete the work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included in the prices bid.

**2.0 Estimated Quantities.** All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.

**BID ITEM & SPECIFICATION REFERENCE TABLE**

ITEM NO.	MoDOT SPEC	PROJECT SPEC	DESCRIPTION	MEASUREMENT	PAYMENT	UNIT
1	618		Mobilization	NONE	PLAN	LS
2	627		Contractor Furnished Surveying and Staking	NONE	PLAN	LS
3	200		Demolition and Site Preparation	NONE	PLAN	LS
4		JSP	Adjust Utility Appurtenances	NONE	PLAN	EA
5		S-12	Unclassified Excavation	NONE	PLAN	CY
6		S-14	Type 5 Aggregate for Base (6 in. Thick)	NONE	PLAN	SY
7		S-16	Concrete Curb (6 in.) Type 1	FIELD	FIELD	LF
8		S-16	Concrete Curb (6 in.) Type S	FIELD	FIELD	LF
9		S-20	Concrete Sidewalk (6 in.)	FIELD	FIELD	SY
10		S-16	Concrete Curb Ramp	FIELD	FIELD	SY
11	608		Truncated Domes	FIELD	FIELD	SF



12	608		Concrete Median	FIELD	FIELD	SY
13		S-16	Concrete Driveway (8")(Commercial)	FIELD	FIELD	SY
14		S-16	Concrete Driveway (6")(Residential)	FIELD	PLAN	SY
15		S-16	Concrete Flume	NONE	PLAN	EA
16		S-12 & S-16 & S-25	Full Depth Pavement Patch	NONE	PLAN	SY
17		S-28	4' x 4' Catch Basin	NONE	PLAN	EA
18		S-28	4' Manhole	NONE	PLAN	EA
19		S-30	8" HDPE	FIELD	FIELD	LF
20		S-30	15" HDPE	FIELD	FIELD	LF
21	604		Concrete Collar	PLAN	PLAN	EA
22		JSP	ADA Compliant Moveable Barricade	PLAN	PLAN	EA
23	616		Construction Signs	PLAN	PLAN	EA
24	616		Channelizers	PLAN	PLAN	EA
25	903	JSP	Remove and Reset Sign	FIELD	FIELD	EA
26		JSP	RRFB Pedestrian Crosswalk System	NONE	PLAN	EA
27	620		Preformed Thermoplastic Pavement Marking, 12 in. White	FIELD	FIELD	LF
28	620		Preformed Thermoplastic Pavement Marking, 30 in. White Midblock	FIELD	FIELD	EA
29	806		Curb Inlet Check	FIELD	FIELD	EA
30	806		Silt Fence	FIELD	FIELD	LF
31		S-34	Seeding	FIELD	FIELD	AC

### 3.0 PLAN QUANTITY, CONTRACT UNIT PRICE, LUMP SUM (L.S.)

**3.1 Description.** This section covers items listed as Plan Quantity, Lump Sum (L.S.) in the Measurement and Payment Column.

**3.2 Method of Measurement.** The work provided herein will not be measured for payment, but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described Item.

**3.3 Basis of Payment.** Item will be paid for at the contract unit price based on plan quantity. Additional measured quantity of the described Item will be determined and adjusted as defined in 4.2 and in the applicable specification for the described Item.



#### **4.0 PLAN QUANTITY, CONTRACT UNIT PRICE, CUBIC YARDS (C.Y.)**

**4.1 Description.** This section covers items listed as Plan Quantity, Cubic Yards (C.Y.) in the Measurement and Payment Column.

**4.2 Method of Measurement.** The work provided herein will not be measured for payment, but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described item.

**4.3 Earthwork Items.** No adjustment has been made to earthwork quantities for swell and shrinkage resulting from excavating cut and compacting fill. The quantities for which payment will be made will be those shown in the plans, provided the project is constructed essentially to the lines and grades shown on the plans. A partial check of existing ground elevations will be made at the time slope stakes are set, and of the finished work for deviations in the grade, width or slope from the authorized grade or typical section. Final measurement will not be made except when cases as defined in the applicable specification for the described Item are determined to be present. If present, measurement will be as defined in the applicable specification for the described Item.

**4.4 Non-Earthwork Items.** The quantities for which payment will be made will be those shown in the plans. Final measurement will not be made except when cases as defined in the Applicable Specification for the described item are determined to be present. If present, measurement will be as defined in the Applicable Specification for the described Item.

**4.5 Basis of Payment.** Item will be paid for at the contract unit price and will be considered full compensation for all items as listed in the Applicable Specification for the described item.

#### **5.0 PLAN QUANTITY, CONTRACT UNIT PRICE, SQUARE YARDS (S.Y.), SQUARE FEET (S.F.) OR ACRES**

**5.1 Description.** This section covers items listed as Plan Quantity, Square Yards (S.Y.), Square Feet (S.F.) or Acres in the Measurement and Payment Column.

**5.2 Method of Measurement.** Final measurement of the completed item will not be made except where authorized changes during construction of the described Item are determined to be present. Determination of changes will be made as set forth in the Applicable Specification for the described item. If present, measurement will be as defined in the Applicable Specification for the described item.

**5.3 Basis of Payment.** Basis of payment will be as defined in the Applicable Specification for the described Item. Payment for the accepted quantity of the described item will be paid for at the contract unit price with proper allowance made for any deductions for deficiency in thickness, compressive strength, smoothness or marred surface.

#### **6.0 PLAN QUANTITY, CONTRACT UNIT PRICE, LINEAR FEET (L.F.)**

**6.1 Description.** This section covers items listed as Plan Quantity, Linear Feet (L.F.) in the Measurement and Payment Column.

**6.2 Method of Measurement.** Final measurement of the completed item will not be made except where authorized changes during construction of the described Item are determined to

be present. Determination of changes will be made as set forth in the Applicable Specification for the described item. If present, measurement will be as defined in the Applicable Specification for the described item.

**6.3 Basis of Payment.** Item will be paid for at the contract unit price and will be considered full compensation for all items as listed in the Applicable Specification for the described item.

## **7.0 PLAN QUANTITY, CONTRACT UNIT PRICE, EACH (EA.)**

**7.1 Description.** This section covers items listed as Plan Quantity, Each (EA.) in the Measurement and Payment Column.

**7.2 Method of Measurement.** Final measurement of the completed item will not be made except where authorized changes during construction of the described Item are determined to be present. Determination of changes will be made as set forth in the Applicable Specification for the described item. If present, measurement will be as defined in the Applicable Specification for the described item.

**7.3 Basis of Payment.** Item will be paid for at the contract unit price and will be considered full compensation for all items as listed in the Applicable Specification for the described item.

### **B. Work Zone Traffic Management Plan**

**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.

## **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, hours traffic control will be in place, and work hours.

**2.2** The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

**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 the 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 the traffic congestion in the work zone.

**2.5.1 Traffic Delay.** The contractor shall be responsible for maintaining access for all residents throughout the job site during construction. If disruption of access occurs and traffic backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operation which contributed directly to the delay and make adjustments to the operations to prevent the queues from occurring again.

### **2.5.2 Traffic Safety.**



**2.5.2.1** Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning, as approved by the engineer.

**2.5.2.2** When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, 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 (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

### **3.0 Work Hour Restrictions**

**3.1** Work hours shall be from 7:30 am to 5:30 pm, Monday through Friday. No work shall be performed on weekends or holidays without prior approval from the engineer.

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

### **4.0 Detour and Lane Closures**

**4.1** The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The changeable message sign shall be installed at a location as approved or directed by the engineer.

**4.2** Access for residents shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic through the project area. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

**5.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

## **C. Utilities**

**1.0 Description.** 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 City at this time. This information is provided by the City "as-is" and the City 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 County 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 utilities listed on the Plans. Known utilities:

- (1) EVERGY – Surface and/or aerial facilities are located along the project corridor. Power poles within 10' of any site disturbances shall be braced and Evergy shall be notified by the contractor.
- (2) LIBERTY UTILITIES – There are buried facilities and meters along the project corridor. There are several gas valves that will need to be adjusted to the finished grade of the sidewalk. The project will require the contractor to coordinate with Liberty Utilities on any adjustments.
- (3) AT&T – There are several AT&T pull boxes and pedestals along the project corridor. The project will require the contractor to coordinate with AT&T on any adjustments.
- (4) Sedalia Water Department – Any existing water main, valves, meters, hydrants, and service lines in conflict with construction will be relocated or adjusted in conjunction with the project by the Contractor.

D. Adjust Utility Appurtenances

**1.0 Description.** This work shall consist of adjusting the elevation of water valves/manholes and other utilities as indicated in the plans.

**2.0 Construction Requirements.** Adjusting the elevation of water valves/manholes includes the height adjustment required to meet the proposed grade and cross slope at the locations as shown on the plans. This work is specific to adjustments made in or adjacent to concrete sidewalks.

**2.1** Any adjusted utility shall be secured to the proposed surface and flush with the concrete sidewalk.

**3.0 Method of Measurement.** The quantity of Special Provision (Adjust Utility Appurtenances) to be measured for payment will be the number of utility appurtenances adjusted and accepted as completed work.

**4.0 Basis of Payment.** The accepted quantity of Special Provision (Adjust Utility Appurtenances) will be paid for at the contract unit price per each. Payment will be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

E. Remove and Reset Sign

**1.0 Description.** The contractor's attention is directed to the fact that if any existing signs interfering with the construction of sidewalk shall be removed, salvaged, and reinstalled on new posts, anchor and sleeve meeting MoDOT Section 903.

**2.0 Basis of Payment.** The contract unit price will include all labor, equipment, materials, and incidentals necessary to remove and reset existing signs.

F. Mobilization

**1.0 Description.** This item shall consist of the preparatory work and operations necessary for the project prior beginning work on the various items on the project site. This item shall follow Section 618 in the 2023 Missouri Standard Specifications for Highway Construction.



**2.0 Basis of Payment.** Payment for Mobilization will be made incrementally as stated within 2023 Missouri Standard Specifications for Highway Construction Section 618.2.

G. Construction Furnished Surveying and Staking

**1.0 Description.** This work shall consist of providing the necessary surveying and staking for the successful prosecution of the work. This work shall abide by Section 627 in the 2023 Missouri Standard Specifications for Highway Construction.

**2.0 Basis of Payment.** Payment for Construction Furnished Surveying and Staking will be paid for at the contract lump sum price and be made in accordance with Section 627.4 in the 2023 Missouri Standard Specifications for Highway Construction.

H. Demolition and Site Preparation

**1.0 Description.** This work shall consist of furnishing of all labor, materials, and equipment for the performance of all site preparation and demolition within the limits of work and in addition to demolition items as shown on the Plans.

**2.0 Definitions.** The following terms have meanings indicated:

- A. Site Preparation: Site preparation shall consist of removing and disposing of all vegetative matter such as trees, brush, down timber, and other objectionable materials found on or above the surface, or subgrade of the site. It shall include removing buildings, fences, lumber, waste dumps, and trash and the salvaging of such materials as may be specified and disposing of the debris.
- B. Demolition: This work shall consist of demolishing, removing, and disposing of all structures and improvements within the construction limits. This work shall apply to all structures and improvements, whether on, above or below the surface of the ground or subgrade.

**3.0 Basis of Payment.** Payment for Demolition and site preparation will be paid for at the contract lump sum price and be made in percent of item completed.

I. ADA Compliant Moveable Barricade

**1.0 Description.** This work shall consist of providing moveable barricades to close the existing pedestrian facilities during construction and/or to safely reroute pedestrians around construction activities. The Contractor will be responsible for moving the pedestrian barricades with their planned order of work.

**2.0 Construction Requirements.** The Contractor shall use a moveable barricade that meets requirements as established the ADA. The pedestrian barricades shall be of self-supporting type, having a minimum length of 6 feet per unit. The face of the barricade shall not extend into an adjacent sidewalk considered open for pedestrian use. The Contractor will be responsible for setting and maintaining the pedestrian barricades until all of the proposed improvements have been constructed.

**3.0 Method of Measurement.** Measurement for ADA Compliant Moveable Barricade will be made per each for each 6 foot (minimum) unit provided.

**4.0 Basis of Payment.** Payment for all work necessary to fulfill the requirements noted above shall be considered completely covered in the contract unit price each. No direct payment will be made for any necessary relocation of the ADA compliant barricade.

## J. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C

**1.0 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.

**2.0 ADA Checklist.** The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

<https://www.modot.org/forms-contractor-use>

**2.1** The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide 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. This notification shall be made in writing. 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.

**2.2** 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-compliant items to remain.

### **3.0 Coordination of Construction.**

**3.1** 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 compliant 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.

**3.2** *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.*



**3.3** 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.

**4.0 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-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant 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.

**4.1** Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

**5.0 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.

**5.1** 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.

K. Supplemental Revisions

- Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

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

- Stormwater Compliance Requirements

**1.0 Description.** This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or

more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

**1.1 Definitions.** The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the “permitted site”, as defined in MoDOT’s State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

**1.2 Reporting of Off-Site Land Disturbance.** If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

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

### **2.1 Duties of the WPCM:**

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT’s statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project’s Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer’s weekly inspections;



- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

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

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

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

- **Delete Sec 106.9 in its entirety and substitute the following:**

**106.9 Buy America Requirements.**

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

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

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

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

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

**106.9.2** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

**106.9.3** "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

**106.9.4** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

**106.9.4.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.4.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the



project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

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

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

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

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

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

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

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

Manufactured products means:

- (a) Articles, materials, or supplies that have been:

- (i) Processed into a specific form and shape; or
  - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

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

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

- Third-Party Test Waiver for Concrete Aggregate

**1.0 Description.** Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.

**2.0 Material.** All aggregate for concrete shall be in accordance with Sec 1005.

**2.1** MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.

**2.2** AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

**2.3** Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

**3.0 Testing Facility Requirements.** All third-party test facilities shall meet the requirements outlined in this provision.

**3.1** The testing facility shall be AASHTO accredited.

**3.1.1** For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.

**3.1.2** Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.



**3.2** The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

**3.3** Results, no more than five years old, from the third-party test facility shall compare within  $\pm 2.0$  percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

**3.4** When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.

**3.5** Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative dynamic modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

**4.0 Method of Measurement.** There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

**5.0 Basis of Payment.** No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

- ***Delete paragraph 15.0 of the General Provision Disadvantaged Business Enterprise (DBE) Program Requirements and substitute the following:***

**15.0 Bidder's List Quote Summary.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

- ***Add Sec 102.7.9 to include the following:***

**102.7.9 Bidder's List Quote Summary.** Each bidder shall submit with each bid a summary of all subcontractors, material suppliers, and service providers (e.g. hauling) considered on federally funded projects pursuant to 49 CFR 26.11. The bidder will provide the firm's name, the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder's List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

- **Delete Sec 102.1 - 102.2.5 and substitute the following:**

**102.1 Notice of Bid Opening.** After the date is fixed for the receipt of bids, the notice of bid opening will be posted on MoDOT's website and published as required by law. The notice of bid opening will contain a description of the proposed work, instructions and information to the potential bidder regarding bid forms, plans, specifications, combination bids and the reservation of the right of the Commission to reject any and all bids.

**102.2 Contractor Questionnaire.** Each prospective bidder, including a joint venture, shall file a contractor questionnaire on the form furnished by the Commission, which is available on MoDOT's website. The contractor questionnaire shall be furnished to the Commission as a separate document apart from any other document submitted. A bid will not be opened and read unless a fully responsive contractor questionnaire is on file with the Commission at least seven days prior to the time set for the opening of the bids. A new contractor questionnaire shall be filed as described in **Title 7 CSR 10-15.010**, except the Commission reserves the right to request a contractor questionnaire from any contractor as of any date if the Commission has shown reason to believe that the contractor's experience data may have changed from that shown on the questionnaire on file. This document shall include a record of the bidder's experience data. The Commission will use this information as an aid to determine in each instance the lowest responsible bidder and nothing contained herein shall be construed as depriving the Commission of the Commission's discretion in the matter of determining the lowest responsible bidder.

**102.2.1** At any time prior to award, as a condition of award and for a period of three years after the date of final acceptance, the Commission may request true copies of the bidder's financial data, including the bidder's balance sheet, profit and loss statement and similar financial data, as of the close of the bidder's most recent fiscal year prior to submission of the bid, and for each fiscal year between the contract award and final acceptance of the contract work. Unless specified otherwise by the Commission, financial data shall be prepared by an accountant and audited financial data shall be provided if it is available to the bidder for the fiscal period requested. A bidder who has not closed the first fiscal year prior to the date of the request shall supply the last periodic balance sheet, profit and loss statement and similar data.

**102.2.2** Each prospective bidder shall sign the contractor questionnaire acknowledging that such bidder will fully comply with all written requests by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, to provide information for the purpose of establishing a prevailing wage.

**102.2.3** The prospective bidder doing business in the State of Missouri shall submit the charter number with the contractor questionnaire. The entity must be in good standing on file with the Corporation Division of the Missouri Secretary of State's Office to be approved and successfully awarded a bid. Each corporation that is a party to a joint venture shall submit the same required report with the corporation's joint venture contractor questionnaire.



**102.2.4** All prospective bidders who are corporations organized in states other than Missouri or countries other than the USA shall furnish, at the prospective bidder's cost, a certified copy of a current certificate of authority to do business in Missouri, with said certificate to remain on file with the Commission. Such a certified copy may be secured from the corporation supervisor in the Office of the Secretary of State, Jefferson City, Missouri. The prospective bidder agrees to cause the prospective bidder's authority to do business as a foreign corporation to be continued and extended throughout the life of any contract awarded and until all claims thereon and thereunder shall have been finally settled. All prospective bidders shall have a valid certificate of authority to transact business in Missouri at the time of bid opening as a condition of responsiveness.

- **Delete Sec 108.13.1 and substitute the following:**

**108.13.1** The acts, omissions and liabilities of persons or firms affiliated with the contractor or of persons that are principals of the contractor, are those of the contractor, unless the circumstances clearly negate that conclusion. Persons or firms are "affiliates" of each other if, directly or indirectly, either one controls or has the power to control the other or a third person controls or has the power to control both. Examples of control include, but are not limited to: interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees on projects or a new business entity organized following the determination of ineligibility or non-responsibility of a person or firm which has the same or similar management, ownership or principal employees as the ineligible person. A "principal" will be defined as an officer, director, owner, partner or other natural person within a firm with primary management, supervisory or contracting responsibilities, including participating in, or formulating, bids.

L. **Access to Commercial and Private Properties**

**1.0 Description.** This improvement is in a commercial and residential area. While working on entrances or adjacent properties, the contractor shall make every reasonable effort to minimize any interference to the properties and to pursue the work diligently. The Contractor shall maintain access to all properties within the project limits that do not have access from another roadway for the duration of the construction. This may be accomplished by constructing entrances half-at-a time if the parcel has only one entrance. If the parcel has multiple entrances, the Contractor will be allowed to close one entrance as long as the remaining entrance(s) are open unless otherwise specified in this provision. The Contractor may also use surfacing and concrete accelerating admixtures as approved by the engineer to maintain access.

**1.1** Under no circumstances shall the Contractor block ingress/egress to and from businesses during the normal business hours of each business unless as approved by the property owner and the Engineer.

**2.0 Construction Requirements.**

**2.1 Commercial Entrances.** On all commercial entrances greater than 20 feet wide, the Contractor shall keep one-half of the entrance open at all times. On commercial entrances less than 20 feet wide it may be necessary for the Contractor to provide temporary aggregate to provide access to the property. The Contractor shall remove and dispose of temporary aggregate following the completion of the entrance. For properties with more than one entrance the Contractor may construct one entire entrance at a time with the approval of the property owner and the Engineer.

**2.2 Private Entrances.** The Contractor shall complete the entrances as quickly as possible and shall **take no longer than four (4) weeks** to complete any one entrance over 20 feet wide. The Contractor shall **take no longer than five (5) days** to complete any one commercial entrance with a width less than 20 feet.

**2.2.1** Private entrances 20 feet or wider may be constructed one half at a time. One half of the entrance shall be open at all times and the Contractor shall **take no longer than ten (10) days** to complete the entrance.

**2.3** The Contractor has the option of using high early strength Portland Cement concrete pavement (PCCP) for use in paved approaches and other areas of improvements as shown on the plans or approved by the Engineer. All materials, mixtures, and placement requirements shall in accordance with all applicable sections of Section 501, 502, and 613, except as specified herein. An accelerator will be allowed as approved by the Engineer.

**3.0 Communication.** The Contractor shall contact each property owner at least 48 hours prior to any sidewalk or entrance construction within their property limits to advise them of the work that will take place and the timeframe of the work. The Contractor will be allowed to vary from Section 1.0 of this provision if other access arrangements are made with the property owner or tenant. These variations must be approved by the Engineer prior to beginning work.

**4.0 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 documents.

M. Contractor/City Cooperation

**1.0 Description.** It shall be the Contractor's responsibility to inform and notify the City's representative 48-hours prior to starting any construction activities adjacent to retaining walls.

**2.0 Communication.** The City's representative is required to be on-site during any work adjacent to retaining walls. The City's representative may make modifications to design depending on the integrity of the retaining wall during demolition.

**3.0 Basis of Payment.** No direct payment will be made to the contractor for labor, equipment, materials, or time required to comply with this provision.

N. Property Owner Notification

**1.0 Description.** It shall be the Contractor's responsibility to inform and notify the adjacent property owner 48-hours prior to starting any construction activities that may impact driveway and parking lot access or occur along the frontage of the property owner's parcel, unless specified more specifically in a property owner agreement. The notification shall be in written form and include the contractor's contact information, the Engineer's contact information, and an estimated schedule of work and the associated impacts.

**2.0 Basis of Payment.** No direct payment will be made to the contractor for labor, equipment, material, or time required to comply with this provision.

O. Rectangular Rapid Flashing Beacon Pedestrian Crosswalk System

**1.0 Description.** Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crosswalk Systems shall be installed at locations indicated in the plans. RRFB Pedestrian Crosswalk Systems shall consist of one signal post with pedestrian crossing signs and RRFBs facing traffic. At minimum, each pedestrian crossing shall have two RRFB systems, one on each side.

**2.0 Beacon Requirements.**

**2.1 General Conditions.** RRFB systems shall meet requirements set forth by this JSP and in the MUTCD 11<sup>th</sup> Edition. An RRFB system shall consist of two rapidly-flashed rectangular-shaped yellow indications, each with a LED-array based pulsing light sources, and shall be designed, located, and operated in accordance with the detailed requirements specified below.

- a. Each Rectangular Rapid Flashing Beacon System – Front and Rear Facing (2-sided) shall have front and rear facing signs and RRFBs for a total of two (2) pedestrian (W11-2) crossing warning signs, 2 instructional signs (R10-25), 2 diagonal downward arrow plaques (W16-7P) and 4 RRFBs.
- b. Power for the RRFBs shall be supplied via solar power.
- c. The yellow warning signs shall be fluorescent yellow signs.

**2.2 Restrictions.**

- a. An RRFB shall only be used to supplement a W11-2 (Pedestrian) with a diagonal downward arrow (W16-7p) plaque, located at or immediately adjacent to a marked crosswalk.
- b. An RRFB shall not be used for crosswalks across approaches controlled by YIELD signs, STOP signs, or traffic control signals. This prohibition is not applicable to a crosswalk across the approach to and/or egress from a roundabout.
- c. An RRFB shall not be installed independent of the crossing signs for the approach the RRFB faces. The RRFB shall be installed on the same support as the associated W11-2 (Pedestrian) and plaque.

**2.3 Beacon Dimensions and Placement in Sign Assembly**

- a. Each RRFB shall consist of two rapidly-flashed rectangular-shaped yellow indications, each with an LED-array based pulsing light source. Each RRFB indication shall be a minimum of approximately 5 inches wide by approximately 2 inches high.
- b. The two RRFB indications shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of approximately seven inches (7 in), measured from nearest edge of one indication to nearest edge of the other indication.
- c. The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the W11-2 sign that it supplements.

**2.4 Beacon Flashing Requirements.**

- a. When activated, the two yellow indications in each RRFB unit shall flash in a rapidly flashing sequence. As a specific exception to the requirements for the flash rate of beacons provided in Paragraph 3 of Section 4S.01, RRFBs shall use a much faster flash rate and shall provide 75 flashing sequences per minute.
- b. The flash rate of each individual yellow indication, as applied over the full flashing sequence, shall not be more than 5 flashes per second, to avoid frequencies that might cause seizures.
- c. The light intensity of the yellow indications during daytime conditions shall meet the minimum specifications for Class 1 yellow peak luminous intensity in the publication



"Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles J595," 2005, Society of Automotive Engineers (SAE).

## **2.5 Beacon Operation.**

- a. The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation. The length of actuation shall be programmable and changeable.
- b. All RRFBs associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when activated, simultaneously commence operation of their alternating rapid flashing indications and then shall also cease operation simultaneously.
- c. A pedestrian instruction sign with the legend PUSH BUTTON TO TURN ON WARNING LIGHTS should be mounted adjacent to or integral with each pedestrian pushbutton. Push buttons shall meet American's with Disabilities Act (ADA) requirements in both location and design with Tactile (if braille is required by project), visible and audible feedback when pushed.
- d. The audible message should be a speech message that says, "Warning lights are flashing to cross XX Street." The audible message should be spoken twice.
- e. The duration of a predetermined period of operation of the RRFBs following each actuation should be based on the MUTCD procedures for timing of pedestrian clearance times for pedestrian signals.
- f. A small light directed at and visible to pedestrians in the crosswalk will be installed integral to the RRFB or push button to give confirmation that the RRFB is in operation.

## **2.6 Other.**

- a. Except as otherwise provided above, all other provisions of the MUTCD applicable to Warning Beacons shall apply to RRFBs.
- b. The signs shall meet the requirements of MoDOT Sec 903. The minimum height of the lowest sign shall be seven feet if mounted in sidewalk to meet ADA requirements.
- c. The post shall be meet MoDOT signal standards in Sec 902. The post will be located so that a minimum of four feet of walkable sidewalk is maintained.

**3.0 Method of Measurement.** Measurement for installation of RRFBs will be made per each post assembly. No measurement will be made for individual items that make up a RRFB post assembly.

**4.0 Basis of Payment.** All labor, equipment, and materials necessary to install the beacons, signs, pedestrian actuation, post, foundation, all components required to connect to the power supply, and other equipment to have a fully operational RRFB system will be included in the pay item "RRFB Pedestrian Crosswalk System" per each.

## **P. Final Payment Documents**

**1.0 Description.** If the final payment documents are not completed and ready for final payment in accordance with Sec 109.8, within 60 calendar days of final acceptance of the project, the Contractor shall pay to the Contracting Authority the amount of **\$750.00** as liquidated damages and as a penalty for each Calendar Day until the final payment documents are completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due to the Contractor. Final payment documentation shall include but not be limited to the following:

- (a) An affidavit, on the form prescribed by the Contracting Authority, to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the contract bond.

(b) A Certification, on the form prescribed by the Contracting Authority, showing the actual final DBE participation on the project including name of DBE, type of work and amount paid to each DBE firm.

(c) An affidavit, on the form prescribed by the Contracting Authority , to the effect that all workers have been paid in compliance with prevailing wage requirements within the contract.