

VOLUME 2: JOB SPECIAL PROVISIONS

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

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	Glendale, MO 424 N. Sappington Road Glendale, MO 63122
	HR Green, Inc. 520 Maryville Centre Dr, Suite 100 St. Louis, MO 63141 636-519-0990 Certificate of Authority #2002006608
	Consultant Job Number: 2503032.01 Glenway Drive Drainage Improvements Date Prepared: 7/14/2026
	Addendum No./Date:
Only the following items of the Job Special Provisions are authenticated by this seal: JSP A-S	

A. Definitions

1.0 The current edition of the St. Louis County Standard Specifications for Road and Bridge Construction as published by the St. Louis County Transportation Department (STLCO), have,

for the purpose of this contract, been adopted as the PRIMARY technical specifications except as modified herein. These specifications are updated regularly online at <https://stlouiscountymo.gov/>

2.0 Unless otherwise stated, all references to “plans” refer to the construction plans provided with this contract. However, when unclear or other details are referenced, the St. Louis County Department of Transportation Standard Plans, as published on their website, shall govern.

3.0 All references to St. Louis County Standard Specifications refer to the latest edition of the St. Louis County Standard Specifications for Road and Bridge Construction, most recent edition. Specific references to this document are given as “Section XXX.”

4.0 All references to the “Missouri Standard Specifications for Highway Construction” refer to the latest edition of that document. Specific references to this document are given as “MoDOT Section XXX.”

5.0 Whenever the phrases or words “St. Louis County Transportation Department”, “St. Louis County”, “STLCO” or “County” appear in the Standard Specifications and the Job Special Provisions, both the phrases and the words shall be construed signifying the “City of Glendale” acting through the Board of Aldermen.

6.0 Whenever the words “State”, “City”, or “County” appear in the Standard Specifications and the Job Special Provisions, they shall be construed as signifying the “City of Glendale.”

7.0 The Summary of Quantities, which summarizes the quantities for this project, specifies the specification to be used for each bid item. Whenever information for a bid item is not found in the St. Louis County Standard Specifications, the most current edition of the Missouri Standard Specifications for Highway Construction by the Missouri Department of Transportation, shall be used in its place.

8.0 Storm Sewer System and Appurtenances: The latest edition of the Standard Construction Specifications for Sewers and Drainage Facilities as published by the Metropolitan St. Louis Sewer District, St. Louis, Missouri, have, for the purpose of this contract, been adopted as the technical specifications.

B. MSD Standards

A. It is the intent of these plans and specifications to ensure that all sewer work done on projects within MSD's current boundary be accomplished in accordance with MSD's current standards and specifications unless otherwise directed by the Engineer.

B. The Contractor is advised that the adjustment to grade of manholes, catch basins and inlets may require the removal and replacement of such items as manhole frames and covers, inlet tops, sills and grates, cast iron curb inlets and other appurtenances found to be non-standard or substandard in dimensions or materials. The replacement items shall be of standard design and shall conform to the requirements of the latest edition of the standard details and the standard specifications of MSD. This work shall also include any modification to the upper portion of existing manholes and inlets necessary to accept the new standard items.

- C. Payment for adjustments and removal and replacement of drainage facilities required by the Engineer shall be made under the appropriate bid item, or when no bid item is included, under the provisions of Section 104.3, Changes in the Work.
- D. Contractor shall obtain final approval and approval letter from Metropolitan St. Louis Sewer District (MSD) at the time of project closeout. Contractor shall also provide MSD with any as-built drawings in accordance with MSD standards. Payment for MSD as-built drawings will not be measured for payment and will be considered completely covered by other items included in the contract.
- E. All drainage appurtenances shall be supplied and installed in accordance with the project plans and Metropolitan St. Louis Sewer District (MSD) Standards and shall be an approved material and supplier per MSD's most current Approved Materials List: <https://msdprojectclear.org/doing-business/design-construction/approved-materials-list/>

C. Modification to Measurement and Payment

1.0 General. The total 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 material 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 material actually furnished and the estimated amounts.

3.0 Incidentals. There will be no direct pay for the minimum following items, or any other items not specifically identified within these plans and specifications:

- (a) Granular Backfill
- (b) Sawcutting
- (c) Irrigation Removal/Repair
- (d) Special Requirements
- (e) Resident Notification
- (f) Boneyard or laydown area

(g) Site maintenance

(h) Job Special Provisions, unless otherwise noted

D. Pre-Construction Conference

Engineer shall schedule a Pre-construction Conference prior to Contractor commencing work. Contractor shall submit a work schedule at the meeting showing all work to be completed within the stipulated time.

E. Special Requirements

CONTRACTOR'S WORK SCHEDULE

General: In all cases, the contractor shall notify the City Engineer, sufficiently in advance of operations, in order to provide for suitable inspection of the preparation work performed by the Contractor. In no case shall the Contractor be permitted to begin operations without prior approval by the City Engineer. The City is to be contacted at the following phone number:

City of Glendale Public Works Department (314) 968-8157

Work Hours: Glendale noise ordinance dictates construction work hours of 7am – 6pm on weekdays and 10am – 4pm Saturdays.

Schedule: The anticipated Notice to Proceed is expected to be issued by August 4, 2026. All construction operations will be completed by October 30, 2026.

NOTIFICATION OF BUSINESSES / RESIDENTS

Notification of Businesses / Residents: The contractor will be required to notify property owners and business owners adjacent to the effected roadways prior to any work being done. The City Engineer shall approve the letter prior to distribution. The contractor shall mail or hand-deliver the letters at least one (1) week, but not more than one (1) month, prior to work beginning in each phase area. If the paving phase begins 6 weeks or more after the initial letter, a secondary letter shall be sent by the contractor prior to paving to notify properties. This letter shall also be approved by the City prior to distribution. **One letter per household (i.e. 6 family unit = 6 letters).**

CLEANING UP

General: The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. Stormwater Erosion Best Management Practices shall be installed and maintained as necessary to minimize or eliminate site runoff.

The Contractor shall provide a restroom and trash barrel within a reasonable distance (typically 500 feet or less) of any area where work is occurring. The trash barrel will be labeled

as such and emptied at least weekly. Trash left elsewhere in the work area, such as in the overdig, will not be tolerated.

When forms are being stored on grass, i.e. lying, they will be stacked on top of not more than two 4x4 inch pieces of lumber. The purpose of this lumber is to eliminate the grass being killed beneath the forms when they are being stored prior to, or following placement of concrete. If the forms are stored on pavement, the lumber is not required. Storage of the forms on sidewalks shall not be allowed. Care shall be taken to ensure that forms are not laid on sprinkler system heads.

Any soil remaining on the pavement following backfill of the overdig shall be removed within 24 hours. Barricades, which are no longer required on a street or sidewalk, shall be moved to the storage area within 24 hours of opening the pavement/sidewalk. At no time shall items stored in the right-of-way or on the pavement block the drainage of water through the area.

Concrete Truck Washout: Concrete trucks must be washed out in a manner compliant with MSD and MDNR guidelines. They can generally be washed out into areas that have been excavated in preparation for future concrete placement. If this is not an option, it is recommended that the contractor provide a dumpster lined in plastic for washout or a City approved disposal device. At no time shall concrete washout occur on grass areas, pavement to remain in place, or in a location that drains directly into sewers.

End of Day: At the end of each work day the Contractor shall remove all remaining waste materials and rubbish from and about the project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces (streets, sidewalks, curbs, tree boxes, private property, and cars) and leave the job site "broomclean" or its equivalent. **Failure to comply with this section will result in an immediate Stop Work order.**

ENCOUNTERED TREE ROOTS

General: The City shall be notified if tree roots are encountered during the course of construction that will need to be altered. The City will have a staff arborist review the situation and make recommendations on the cutting/removal of the tree roots. City Code *Section 230.130 Protection of Public Trees* shall be followed. **Any tree roots encountered shall be saw cut vertically** and removed to a depth of 6" below the finished subgrade with the resultant excavation to be filled with a select compacted earth acceptable to the City. Removal of any tree roots shall be considered incidental and no separate payment will be made.

STORAGE OF EQUIPMENT

General: Equipment and materials shall be stored offsite unless otherwise approved by the City Engineer. The contractor may make arrangements to store equipment and materials on private property, however this shall be done in accordance with City Ordinance and is subject to approval by City Engineer.

DRIVEWAY APPROACH AND PEDESTRIAN ACCESS

General: Access to driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract shall any driveway be denied access for any reason other than construction activities and the curing of concrete. All concrete, including curbs and driveway pavements, shall be formed and poured within a two-calendar day period for each and every driveway. Excavation for this work shall be accomplished a maximum of one calendar day prior to forming, however, access shall be provided immediately after excavation.

All temporary materials used for access shall be the responsibility of the Contractor and shall be included in his unit bid price for each related item. No separate payment shall be made for the placement, maintenance or removal of said access.

If said access is not supplied as set out above, the City shall supply said access with its own forces, without notification to the Contractor, and shall deduct such costs from the sums due the Contractor, notwithstanding any other provisions given in this Contract.

Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at appropriate intervals. No separate payment will be made for providing pedestrian access.

SPRINKLER SYSTEMS AND UNDERGROUND ELECTRIC FENCES

General: It shall be the Contractor's responsibility to coordinate with the City to repair or replace sprinkler systems and any underground electric fences that are damaged due to construction activities to the satisfaction of the City Engineer. This shall include all sprinkler systems and underground electric fences on City right-of-way and private property. The Contractor shall be required to make the necessary repairs within five (5) working days.

If said repairs are not completed as set out above, the City shall make the necessary repairs and shall deduct the repair cost from the sums due the Contractor.

MAINTENANCE OF THE WORK

General: In accordance with Section 105.13 of the St. Louis County Specifications, the Contractor is responsible for the maintenance of all items completed by him and his subcontractors until acceptance by the City of Glendale, either partial or final, as provided for in Sections 105.15.1 and 105.15.2, respectively. Maintenance shall include removal and replacement of damaged items, either existing or newly constructed, or portions of items to the extent necessary for the work to fully comply with the specifications.

Replacement: No direct or additional payment will be made for the cost of repair or replacement of damaged items. No adjustment in final quantities will be made.

Basis of Payment: No direct payment will be made for following these Special Requirements.

F. Emergency Provisions and Incident Management

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

*Terry Jones, Public Works Superintendent
424 North Sappington Road, Glendale, MO 63122
314-968-8157*

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

City of Glendale
Fire: <u>(314) 965-7097</u>
Police: <u>(314) 965-0000</u>

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

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

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

G. Utilities

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Spire Contact: Brian Langenbacher Telephone: 314-713-6572 Email: Brian.Langenbacher@spireenergy.com	Yes
Missouri American Water Company Contact: Monte Griffith Telephone: 314-348-7851 Email: monte.griffith@amwater.com	TBD

Sanitary Sewer - MSD

Contact: Andy Day
Telephone: 314-768-2799
Email: aday@stlmsd.com

No

Storm Sewer - MSD

Contact: Andy Day
Telephone: 314-768-2799
Email: aday@stlmsd.com

Yes (see project plans for drainage improvements)

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Local Public Agency at this time. This information is provided by the Local Public Agency "as-is" and the Local Public Agency 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 Local Public Agency shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The Contractor agrees that any effects of the presence of the utilities, their relocation, Contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The Contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The Contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the Contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

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

1.4 Prior to beginning work, the Contractor shall request locates from Missouri OneCall.

2.0 Specific Requirements

Spire is the natural gas utility in the area. There is an identified conflict between an existing 2" steel gas main and proposed drainage facilities in the southeast corner of the Glenway Dr – Queen Anne Pl intersection. Spire plans to relocate the main in conflict. Timing for the relocation has not been determined yet, but Spire is aware of the construction schedule for this project. Coordination is ongoing.

Missouri American Water Company (MAWC) is the water utility in the area. A potential conflict has been identified between an existing marked water main and the proposed storm sewer pipe crossing Queen Anne Pl. MAWC is aware of the potential conflict and is determining how to handle this potential conflict. Coordination is ongoing.

Basis of Payment. No direct payment will be made for Utility Coordination. Utility Coordination should be considered part of, and incidental to the pay item "Mobilization". No payment will be made to the Contractor for Remobilization if the Contractor pulls off.

H. Contractor Quality Control

1.0 The Contractor shall be responsible for performing Quality Control (QC) activities necessary to ensure that materials and construction comply with the Contract Documents. QC activities shall be performed in accordance with applicable AASHTO test methods, industry standards, and accepted construction practices.

Prior to beginning work, the Contractor shall submit a Quality Control Plan (QC Plan) to the Engineer for review and acceptance.

2.0 Quality Control Plan.

The QC Plan shall be appropriate with the scope of work and shall include, at a minimum:

- (a) Name and contact information of the individual responsible for coordinating QC activities.
- (b) Identification of the testing firm proposed to perform QC testing, if applicable.
- (c) A brief description of the Contractor's QC approach for asphalt paving, concrete curb construction, and aggregate base placement.

Formal certification programs are not required; however, all QC activities shall be performed by personnel experienced in the applicable work and testing methods.

3.0 Concrete Curb, Asphalt, and Aggregate Base Materials.

Routine field testing of concrete curb, asphalt, and aggregate base is not required unless directed by the Engineer.

2 weeks prior to placement, the Contractor shall submit the following for review:

- Concrete mix design for curb, and concrete pavement base, including specified compressive strength and air entrainment.
- Asphalt mix design for asphalt pavement and asphalt curb
- Aggregate base source and gradation information.

The Engineer may require additional testing if material quality or workmanship is found to be deficient based on visual inspection or observed performance.

4.0 Non-Conformance.

If City verification testing or inspection indicates non-conforming materials or workmanship, the Contractor shall investigate the cause and propose corrective actions. The Engineer may require additional testing, corrective measures, or removal and replacement of work at no additional cost to the City.

5.0 Quality Assurance Testing and Inspection. The City of Glendale may perform independent verification testing and inspection to confirm the Work is constructed in accordance with the Contract Documents. The City will provide the Contractor with a general description of anticipated tests and inspections and their approximate locations or frequency. The Contractor shall provide the City with a minimum of forty-eight (48) hours' notice prior to readiness for any City-required verification testing or inspection

6.0 Basis of Payment. No direct payment will be made for compliance with this provision. All costs associated with Contractor QC activities and coordination shall be included in the Contract unit prices.

I. Saw Cuts

1.0 Description. The Contractor shall sawcut full depth at the limits of all removals or grading as shown on the plans or as directed by the Engineer. Extreme care shall be exercised so as not to damage adjacent sidewalk, pavement, or bituminous surface to remain. The sawcut shall be vertical and shall result in a straight, clean, and neat edge of uniform appearance.

2.0 Method of Measurement. The quantity of full depth saw cutting will not be measured.

3.0 Basis of Payment. No direct payment will be made for any required saw cutting. Saw cutting will be considered incidental to other items.

J. Single and Double Curb Inlets, Untrapped

A. **Description.** This work shall consist of furnishing and constructing the Single Curb Inlet, Untrapped and Double Curb Inlet, Untrapped, herein after referred to as "curb inlet structures", in accordance with these specifications, as depicted on the plans or as directed by the Engineer.

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

<u>Item</u>	<u>Section</u>
Concrete	501
Granular Backfill	1005
Geotextile	1011
Miscellaneous Drainage Material	1013
Reinforcing Steel for Concrete	1036

1. Curb inlet structures, including inlet stones, tops, and lids, shall be in accordance with St. Louis County Specification Section 726 and 731 and the Construction Specifications for Sewers and Drainage Facilities of the Metropolitan St. Louis Sewer District, latest edition.
2. The backfill material shall consist of a granular backfill in accordance with Gradation D or E of Section 1005.

3. All connections to new or existing drainage system pipes shall be in accordance with Specification Section 604 and the Construction Specifications for Sewers and Drainage Facilities of the Metropolitan St. Louis Sewer District, latest edition.

C. Design Requirements.

1. The Contractor shall field-verify all grades, including the roadway profile grade, at all inlet locations prior to ordering materials for the curb inlets.
2. The curb inlet structures shall be of may be either cast-in-place or precast concrete material.
3. If precast inlets are to be used, the Contractor shall be responsible for submitting shop drawings to MSD for review and approval prior to ordering and receiving the curb inlets.

D. Construction Requirements.

1. Backfill. The curb inlet structures shall be backfilled with approved granular backfill within the excavation limits.

E. Method of Measurement.

1. Measurement of curb inlet structures will be made per each, irrespective of curb inlet structure type.
2. Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.
3. No measurement will be made for required excavation for placement of the curb inlet structures or any of the other items that are incidental to the furnishing and placement of the curb inlet structures.

- F. Basis of Payment.** The curb inlet structures shall be paid for at the contract unit price for the item listed below, and such payment shall include all construction, excavation, equipment, and materials necessary for the complete installation of the structures. No direct payment will be made for incidental items necessary to complete the work, including but not limited to, inlet stones, inlet lids, subbase preparation, granular backfill, steel reinforcing bars, grout or mortar, expansion joints, gutter sumps, curbing at sumps, tools, or labor.

Item No.	Unit	Description
604-12.01	Each	Single Curb Inlet, Untrapped
604-12.02	Each	Double Curb Inlet, Untrapped

K. Lump Sum Temporary Traffic Control JSP-22-01B

1.0 Delete MoDOT Section 616.11 and insert the following:

616.11 Method of Measurement. Measurement for relocation of post-mounted signs will be made to the nearest square foot of sign area only for the signs designated for payment on the plans. All other sign relocations shall be incidental. Measurement for construction signs will be made to the nearest square foot of sign area. Measurement will be made per each for each of the temporary traffic control items provided in the contract.

616.11.1 Lump Sum Temporary Traffic Control. No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change based on field conditions. This is not a complete list and may exclude quantities for duplicate work zone packages used in simultaneous operations. The contractor shall provide all traffic control devices required to execute the provided traffic control plans for each applicable operation, stage, or phase. No measurement will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer.

2.0 Delete MoDOT Section 616.12 and insert the following:

616.12 Basis of Payment. All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the contract. Whether the devices are paid individually, or per lump sum, no direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.
- (g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.
- (h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (i) Provide and maintaining work zone lighting and work area lighting.

616.12.1 Lump Sum Temporary Traffic Control. Traffic control items grouped together in the contract or plans for lump sum payment shall be paid incrementally per MoDOT Sec 616.12.1.1. Alternately, upon request from the contractor, the engineer will consider a modified payment schedule that more accurately reflects completion of traffic control work. No payment will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer. Additional items directed by the engineer will be paid for in accordance with Sec

109.4. No adjustment to the price will be made for overruns or underruns of other work or for added work that is completed within existing work zones.

616.12.1.1 Partial payments. For purposes of determining partial payments, the original contract amount will be the total dollar value of all original contract line items less the price for Lump Sum Temporary Traffic Control (LSTTC). If the contract includes multiple projects, this determination will be made for each project. Partial payments will be made as follows:

- (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.
- (b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.
- (c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.
- (d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

616.12.1.2 Temporary traffic control will be paid for at the contract lump sum price for Item:

Item No.	Unit	Description
616-99.01	Lump Sum	Misc. Lump Sum Temporary Traffic Control

Traffic control items included in the lump sum pay item shall be limited to *only* those items listed below (all items listed below are MoDOT bid items).

616-10.05 – Construction Signs
616-10.10 – Relocated Signs
616-10.20 – Channelizer (Drum-like)
616-10.22 – Channelizer (Cone)
616-10.25 – Channelizer (Trim-Line)
616-10.26 – Channelizer (Vertical Panel)
616-10.30 – Type 3 Moveable Barricade
616-10.33 – Direction Indicator Barricade
616-10.40 – Flashing Arrow Panel
616-10.47 – Type 3 Object Marker
616-10.55 – Sequential Flashing Warning Light
616-10.70 – Tubular Marker
616-10.98A – Changeable Message Sign without Communication Interface, Contractor Furnished / Retained

L. Site Restoration

- 1.0 Description.** This work shall include the repair and full restoration to any existing improvements on or adjacent to the proposed project limits damaged during the course of the construction. The construction limits shall be as shown on the bid drawings, the Contractor shall limit operations accordingly.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage to all property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, landscape areas, sprinklers, walks, pavements, roadways, mailboxes, structures, utilities, and utility service lines and appurtenances, not designated for removal, relocation or replacement in the course of construction.

Existing landscaping and landscaped areas shall be repaired and restored in kind to the satisfaction of the engineer.

- 2.0 Basis of Payment.** This work will not be measured for payment.

M. Positive Drainage

- 1.0 Description.** The Contractor is made aware that the grade behind the new back of curb is being altered and care shall be taken during construction to provide proper drainage to prevent localized ponding issues.

- 2.0 Construction Requirements.** The Contractor shall maintain positive drainage for all properties and shall not create locations of ponding or other drainage concerns to property owners. The Contractor shall alert the Engineer of any potential concerns during construction that may affect the ability to maintain positive drainage. The Contractor shall also be required to dewater any areas of ponding or flooding within the project limits that are caused by the Contractor's operations and construction methods as determined by the Engineer.

- 3.0 Basis of Payment.** No direct payment will be made for compliance with this provision. All equipment and labor necessary for the work described shall be considered incidental to and completely covered by other items in the contract.

N. Metropolitan St. Louis Sewer District (MSD) Acceptance for Maintenance (Final Payment) – 100.60.1

- A. In addition to the affidavit specified in Section 109.6.7 covering satisfaction of bills and other claims prior to final payment, the Contractor will be responsible for obtaining from MSD and submitting to the City an acceptance letter or other suitable documentation regarding acceptance for maintenance (where applicable) by MSD of newly constructed sewers.
- B. This requirement will be applicable to storm, combined and sanitary sewers when the Project lies within the MSD boundary.
- C. This requirement will not apply for Projects outside the MSD boundary.

O. Aggregate Base – 300.10.1

- A. Under all new/replaced pavement, inlet sumps, and curb, install and compact a four inch (4") thick base of Type 5 Aggregate in accordance with the applicable provisions of Section 304 of the St. Louis County Standard Specifications for Highway Construction. Prior to installation of the aggregate, the Contractor shall compact the subgrade as directed by the Engineer. Any required excavation and compaction of the subgrade shall be incidental to the item.
- B. This work shall include any earthwork (excavation and/or borrow) for the aggregate base construction.

P. Sodding – 800.10.1

- A. Following the completion of the backfilling and final grading operations, all disturbed areas shall be sodded. Sodding shall conform to Section 803 except as noted below.
- B. Sod replacement shall be made to a straight line where it abuts existing grass areas. The straight line shall be produced by using a sod cutter.
- C. Areas excavated during the period from June 1 to September 1 shall be sodded prior to October 31. Areas excavated at other periods shall be sodded within thirty (30) calendar days after the completion of the adjacent improvements.
- D. All disturbed areas shall be maintained by the Contractor as directed by the Engineer until sodded. All disturbed areas shall be sodded by the end of the construction season.
- E. The Contractor shall immediately water the newly transplanted sod and shall keep sod wet for five weeks (35 days), which may require daily watering. The Engineer may elect to install a gauge in order to determine the amount of water supplied to the new sod. Sod shall be thriving and rooted at the time of acceptance.
- F. The cost of all labor, equipment and materials necessary to complete the work shall be included in the Contract unit price for Bid Item No. 803-10.00, "Sodding". Payment for sodding with Zoysia sod will be made at the Contract unit price for Bid Item No. 803-10.10, "Sodding (Zoysia)" or at twice the Contract unit price for Bid Item No. 803-10.00, "Sodding" when no bid item is included in the Contract for Zoysia sod.

Q. Temporary Project Water Pollution Control (Sites less than 1 acre) – 800.30.5

Description

- A. This work shall consist of installation and maintenance of temporary erosion control

measures required per the St. Louis County "Sediment and Erosion Control Manual" or as ordered by the Engineer during the life of the Contract, to control water pollution through use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, slope drains and other erosion control devices or methods.

- B. The Contractor will be responsible for creation and implementation of an erosion control plan which follows the requirements set forth in the St. Louis County "Sediment and Erosion Control Manual". The Contractor created erosion control plan must be approved by the resident engineer prior to commencement of construction activities.
- C. The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features specified elsewhere in the Contract to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction periods.

Materials

- A. Mulches may be hay, straw, fiber mats, netting, wood cellulose, corn or tobacco stalks, bark, corn cobs, wood chips or other suitable material acceptable to the Engineer, and shall be reasonably clean and free of noxious weeds and deleterious materials.
- B. Slope drains may be constructed of pipe, fiber mats, rubble, Portland Cement Concrete, bituminous concrete, plastic sheets or other material acceptable to the Engineer that will adequately control erosion.
- C. Grass shall be a quick-growing species (such as rye grass, Italian rye grass or cereal grasses) suitable to the area, providing a temporary cover which will not compete with the grasses sown later for permanent cover.
- D. Fertilizer and soil conditioners shall be a standard commercial grade acceptable to the Engineer.
- E. Others, as specified by the Engineer.
- F. The Engineer may increase or decrease the amount of surface area of erodible earth material to be exposed at one time by clearing and grubbing, excavation, borrow and fill operations as determined by his analysis of project conditions.
- G. In the event of conflict between these requirements and pollution control laws, rules or regulations of other Federal or State or local agencies, the more restrictive laws, rules or regulations shall apply.

Method of Measurement and Payment

- A. In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness or failure to install permanent controls as a part of the work as scheduled, and are ordered by the Engineer, such work shall be performed by the Contractor at his own expense. Temporary erosion and pollution control work required, which is not attributed to the Contractor's negligence, carelessness or failure to install permanent controls, will be performed as ordered by the Engineer.

- B. Where the work to be performed is not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls and falls within the specifications for a work item that has a Contract price, the units of work shall be paid for at the proper Contract price. All work not comparable to project work under Contract pay items shall be considered paid for under pay item no. 806-00.00 "Erosion Control Measures (Sites less than 1 acre)".
- C. In case of repeated failures on the part of the Contractor to control erosion, pollution and/or siltation, the Engineer reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be charged to the Contractor and appropriate deductions made from the Contractor's monthly progress estimate.
- D. The Contractor may be required to establish temporary pollution control measures on work outside the right-of-way where such work is necessary as a result of roadway construction, such as Contractor furnished borrow pits, haul roads and equipment storage sites. These work items shall be considered paid for under pay item no. 806-00.00 "Erosion Control Measures (Sites less than 1 acre)".
- E. The erosion control features installed by the Contractor shall be acceptably maintained by the Contractor.

Preconstruction Conference

- A. At the preconstruction conference, or prior to the start of the applicable construction, the Contractor shall submit for acceptance his plan, schedules, and methods of operations for accomplishment of temporary and permanent erosion control work as are applicable for clearing and grubbing, grading, bridges and other structures at watercourses, construction and paving. He shall also submit for acceptance his proposed method of erosion control on haul roads and borrow pits and his plan for disposal of waste materials.
- B. No work shall be started until the erosion control schedules and method of operations have been accepted by the Engineer.

Construction Requirements

- A. The Engineer has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, the surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment. Such work may involve the construction of temporary berms, dikes, dams, sediment basins and slope drains, and use of temporary mulches, mats, seeding or other control devices or methods as necessary to control erosion. Cut slopes shall be seeded and mulched as the excavation proceeds to the extent considered desirable and practicable.
- B. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in his accepted schedule. Temporary pollution control measures will be used to correct conditions that develop during construction that were not foreseeable during the design stage; that are needed prior to installation of permanent pollution control features; or that are needed temporarily

to control erosion that develops during normal construction practices but is not associated with permanent control features on the project.

- C. Where erosion is likely to be a problem, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages. Under no conditions shall the surface area of erodible earth material exposed at one time by clearing and grubbing exceed 43,560 SF (1 Acre) without approval by the Engineer.
- D. The Engineer will limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding and other such permanent pollution control measures current in accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.
- E. Under no conditions shall the amount of surface area of erodible earth material exposed at one time by excavation, borrow or fill within the right-of-way exceed 43,560 SF (1 Acre) without prior approval by the Engineer.

R. Contractor Duty to Comply – 800.30.1

- A. The Contractor shall comply with all conditions of all permits, and the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan, applicable to this project. The Contractor shall comply with all applicable permits of other governing authorities, including the Missouri Department of Natural Resources (MDNR), General Operating Permit. If Contractor's non-compliance with any permit and/or SWPPP or erosion control plan results in any fine or penalty against the County, Contractor shall pay County the fine or penalty, or County may deduct that amount from the Contract obligation.
- B. Contractor shall defend, indemnify and hold harmless the County, its officers, agents and employees, against loss or expense, including attorneys' fees, as a result of Contractor's non-compliance with any applicable permit, the SWPPP or erosion control plan, for bodily injury (including death at any time resulting therefrom), sustained by any person or persons, or on account of damage to property arising out of or in consequence of such non-compliance. Contractor shall also (at the option of County) defend County with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

S. Backfill – 1100.10.2

- A. Backfill for pavements and curbs, where required, shall consist of compacted clean earth backfill and shall be completed in a timely manner. Backfill shall be placed within fifteen (15) calendar days after the construction of the pavement and curbs. The upper six inches (6") of backfill material shall meet or exceed the requirements specified for Topsoil in Section 804 and shall not contain more than 5% (by weight) of grass, rock, gravel, slag,

roots or other deleterious materials as designated by the Engineer and shall be a suitable material for a sod bed. Payment for the affected items may be removed from the Engineer's pay estimate if the required backfill has not been satisfactorily placed within the fifteen (15) day period. Required barricades shall remain in place until the backfill is placed.

- B. No direct payment will be made for furnishing, placing, and compacting backfill.