

**STATEMENT OF WORK (SOW)  
AND TECHNICAL SPECIFICATONS**

**FOR**

**CONSTRUCTION OF A 0.23 MILE ROAD**

**AT**

**FORD DRIVE  
(Wooster Drive to January Road)**

**July 2021**

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**Statement of Work and Technical Specifications  
For  
Construction of a 1200 LF Roadway**

**1 DESCRIPTION OF SERVICES:** Provide all necessary labor, equipment and materials to pave a 0.23 mile road from Wooster Dr. to January Ave. See Appendix 1 for a location map of the Ford Drive. The road will be a 22 feet wide roadway constructed using an asphalt surface. The road will have 2 (two) separate lanes of traffic. The standard paved surface is 22 feet wide with mountable curb and gutter on each side. The road shall be pavement milled to a depth as specified by the Contract Documents.

**1.1 Period Of Performance:** Performance period for this contract will be no more than 20 working days from the date of award.

**1.2 Place Of Performance:** Ford Drive in Ferguson Missouri

**1.3 Specific Requirements:** The contractor shall perform the following tasks:

1.3.1 Pavement milling of all existing asphalt pavement where the existing asphalt over the existing granular or concrete base.

1.3.2 Prepare existing granular base for asphalt placement by grading from the centerline of the roadway 2.0% to a depth of 3 inches of asphalt placement at the edge of the existing gutter flag. Contract shall place new Type 1 granular material and mix with the existing base to provide compaction.

1.3.3 Compact the new base to a max. dry density of 90-100 percent. Areas where total pavement removal and replacement are necessary, a 3-inch overlay on top of a 6-inch Type 1 granular base over a subgrade compacted to 90 to 95% max dry density of a Standard Proctor. Contractor shall provide testing of all material to be placed or compacted. All tests shall fall within the Standard Specifications for St. Louis County Roads and Bridge construction.

1.3.4 **Culvert Protection Installation:** Design a culvert protection system to fit each individual culvert to prevent unauthorized access, which does not disturb the natural flow of waters through the culvert. Design must be approved by the Construction Inspector.

1.3.5 Before and after installation, clean the culvert of all debris and excess sediment. When completed, the water shall be allowed to flow freely and not create a situation that would allow for standing water.

1.3.6 If partial demolition of the existing road or culvert site is required to install the protective system, the contractor must restore the road and site environment to original state and clear all construction debris.

1.3.7 Subgrade failure is an indication of subgrade problems. Ensure sub-grade is acceptable; soil that is unacceptable must be removed and replaced with select fill to a depth of at least 24 inches.

1.3.1 Install prime coat applied at a rate of 0.20 – 0.50 gallons per square yard. Prime Coat asphalt emulsions shall be SS-1. Prime coat is placed between the existing granular layer and the new asphalt layer.

1.3.2 Emplace and compact aggregate base course at a depth of 4-inch depth.

1.3.3 Install tack coat applied at a rate not to exceed of 0.02 gallons per square yard. Tack coat is placed between the existing concrete layer and the new asphalt layer.

1.3.4 Apply and compact asphalt surface to the aggregate base. Tack coat shall be MC 30.

1.3.5 **Concrete:** Mixture shall follow Standard Specifications for St. Louis County Roads and Bridge construction. All mixture design shall be per Section 500.

1.3.6 Any quantities provided are for bidding purposes only. Contractors are responsible for verifying quantities and locations of work prior to bidding or being awarded the contract.

**1.4 Engineer Materials Technical Specifications:** All materials used in this project shall meet the requirements of Standard specification for St. Louis County Road and Bridge Construction and shall not be recycled, previously used, nor repaired. Mixing new Type 1 Aggregate to the existing subgrade shall not be included in this Section.

#### **1.5 General Design Requirements:**

1.5.1 Road alignment and profile shall be determined by Contractor. The Contractor shall design the roadway with good drainage and erosion protection. Contractor shall straighten road alignment as much as possible. Concrete gutters is required on both sides of the road where gutters have spalled. All intersecting roads, paths, driveways and culvert crossings are required to have a smooth transition to the new road alignment.

1.5.2 The road shall be built up above existing base for storm water protection. Poor sub-grade materials revealed shall be removed and replaced with clean, compactable, gravel. All St. Louis County Standards for Materials shall be adhered to.

1.5.3 If necessary, Speed humps/bumps shall be designed and installed approaching highly populated areas where the local population and businesses are located immediately adjacent to the road. Speed bumps on paved roads shall be marked with high visibility traffic paint and proper signing.

1.5.4 **Base Preparation:** The sub-base should be well-graded, shaped to the desired cross-section (2% slope from road centerline), compacted to the specified density, well-drained, free from excessive moisture but not completely dry, and swept clean.

Apply the prime coat when the base is almost dry so that it will absorb the prime material.

## **2 GENERAL INFORMATION:**

### **2.1 Standards:**

2.1.1 Construction shall adhere to this SOW unless modified in writing by the City of Ferguson. The Contractor will not be compensated for any modifications unless it receives written authorization from the City of Ferguson for such modification(s) before performing the work.

2.1.2 The Contractor's design and construction must comply with technical requirements contained herein. The Contractor shall provide design and construction using the best blend of cost, construction efficiency, system durability, ease of maintenance and environmental compatibility.

2.1.3 The design and product requirements are minimum requirements. The Contractor may propose alternate design or products (equipment and material) that are more commonly used in the region that will be equally or more cost effective or allow for more timely completion, but furnish the same system durability, ease of maintenance and environmental compatibility. The Contractor will be required to submit information as requested by the Contracting Officer, Project Engineer, or their representative to make a comparison of the proposed alternate. All variations must be approved by the Contracting Officer or their representative in writing.

2.1.4 The project includes furnishing all supervision, management, labor, materials, and equipment. Construction equipment shall be in good working order and shall be operated safely at all times.

2.1.5 Contractor's design and construction must comply with technical requirements contained herein and any other specifications or drawings provided. In the event of conflicting requirements, the most stringent requirement will apply, and the Contractor shall notify the Contracting Officer or their representative of the issue.

**2.2 Performance Period:** Upon receipt of written Notice to Proceed or Contract Award, the Contractor shall begin work and complete the entire scope of work, including final inspection and project acceptance within 40 days calendar days. No deviation from this schedule shall be permitted except as otherwise provided for in this SOW. Failure to complete work within the scheduled period shall be grounds for damages and/or termination for cause as provided for in this SOW.

**2.3 Time Extensions For Unusually Severe Weather:** It is the responsibility of the Contractor to anticipate the possibility of severe weather and to plan its work accordingly. The parties anticipate that 30 days work days each month, the Contractor shall contact the City of Ferguson at the end of each month and request a day-for-day severe weather extension of the performance period of this contract. No damages

shall be assessed against the Contractor for days of lost work for which a severe weather extension is granted.

**2.4 Damages For Failure To Complete Work:** If the Contractor fails to complete the work within specified performance period, the Contractor shall pay damages to the City of Ferguson the amount of \$1,000 dollar value for each calendar day of delay until the work is completed and accepted. If the City of Ferguson terminates the Contractor's right to proceed for cause before work is completed, damages will continue to accrue until the work is completed. These damages are in addition to those provided for under the "Termination for Cause" clause set forth in a subsequent paragraph herein.

**2.5 Projected Payment Schedule:** At a pre-construction conference, the Contractor shall provide the City of Ferguson the proposed project start and completion dates, and the projected dates of completion for each of the specifications listed in this SOW. The City of Ferguson, in conjunction with the Contractor, will identify significant milestones from this chart. Unless otherwise agreed upon in writing, payment to the contractor will be made in periodic increments depending upon the progress of the construction. The Contractor shall receive payment of 10 percent% of the Contract

**2.6 Contract Modifications:** Should changes to the Contract be required, a written modification will be prepared by the City of Ferguson authorizing the changes. Modifications may be bilateral (agreed on and signed in advance by both parties) or unilateral (implemented by the CITY OF FERGUSON only). Request for Equitable Adjustment (REA), detailing the Contractor's additional costs broken down into Direct Labor, Direct Materials, Overhead, and Profit. Based upon the REA submitted by the Contractor, the City of Ferguson will determine whether an adjustment to the Contract price is warranted and, if so, the proper amount. The City of Ferguson's decision on whether to honor a particular REA and, if so, in what amount, is final.

## **2.7 Communication / Correspondence:**

**2.7.1 Correspondence from the Contractor:** All written correspondence from the Contractor to the City of Ferguson, including but not limited to bids, drawings, specifications, material submittals, reports, and any other contract documents, will be addressed to the City of Ferguson's Engineer/ and hand delivered. The Contractor's company name, address, phone number, and email address should be listed on the outside of the envelope.

**2.7.2 Verbal Communication with the Contractor:** For the purposes of articles in this SOW and Technical Specification, the Contractor will only take direction from the officers or individuals listed in this Agreement. The Contractor is not authorized to deviate from the contract SOW and Technical Specifications, unless guidance is given in writing by contract modification or written correspondence from the Contracting Officer, City of Ferguson's Engineer or the City of Ferguson, as applicable.

**2.7.3 Points of Contact:** Individual points of contact for this Contract on behalf of each of the parties will be as follows:

CITY OF FERGUSON CONTRACTING OFFICER:	Name	Address
	Telephone	
	Email	

CITY OF FERGUSON	Name	
	Address	
	Telephone	
	Email	

PROJECT PURCHASING OFFICER:	Name	
	Address	
	Telephone	
	Email	

CONTRACTOR:	Name	
	Address	
	Telephone	
	Email	

**2.8 Hold Harmless Agreement:** Contractor hereby agrees to hold the City of Ferguson, their agents, officers and employees, harmless from all liability whatsoever for damages, injury or death to Contractor or its agents, officers or employees while engaged in the performance of this Contract, excepting only such damages or injury as may be incurred as the result of intentional or willful wrongdoing on the part of the City of Ferguson.

**2.9 Safety And Liability:** The City of Ferguson assumes no responsibility for injuries or damages suffered by Contractor, its officers, agents or employees, while engaged in the performance of this Contract. Contractor agrees to take reasonable measures to provide for the safety and security of its own workforce, and for the safety and security of all others present at the work site while engaged in the performance of this Contract. The contractor shall ensure that employees are supplied and use proper personal safety equipment (i.e. hardhats, eye protection, proper hearing protection, gloves, and safety boots) and follow safe work procedures, which protect contractor employees and U.S. personnel in the vicinity of the job site. The contractor shall establish a safety zone around the work area and establish a safety system to prevent worker injuries. The contractor shall assume any liability for any injury incurred by contractor personnel while working on site. On a daily basis, the contractor shall install warning markers and other devices to prevent injuries to vehicles, pedestrians, and others who may be on site.

**2.10 Physical Security At Worksite:**

2.10.1 Contractor is responsible to provide security protection during construction as required to adequately safeguard its employees and equipment. Security personnel may be hired by the contractor to guard materials in storage areas.

**2.11 Hazardous Materials:** Should the Contractor encounter hazardous materials during the construction period of this contract, it shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the City of Ferguson; identify the area of danger, and discontinue work in that area until given approval from the City of Ferguson to continue work activities. Hazardous material is considered to be asbestos, explosive devices, toxic waste, or other material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

2.11.1 Reasonable and appropriate measures shall be taken by the Contractor to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and construction materials or debris from polluting the construction site and surrounding area.

2.11.2 Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, and similar hazardous substances shall be transported to a suitable disposal site by the Contractor subject to the approval of the City of Ferguson Engineer and/or the City of Ferguson.

2.11.3 Any spills/events regarding the release of wastes, effluents, trash, garbage, oil, grease, chemicals, and similar hazardous substances must be reported to the Site Engineer or the City of Ferguson immediately and prompt corrective actions must be taken by the Contractor to mitigate the event.

**2.12 Host Nation Authorizations, Permits and Licenses:** It shall be the Contractor's responsibility to obtain authorizations, permits, and licenses as required by the local City of Ferguson, and as necessary for the proper performance of this Contract.

**2.13 Subcontractors:** Subcontractors are not authorized to work on this Contract unless specifically listed in Contractor's bid documents or authorized by the City of Ferguson's Engineer and/or the City of Ferguson in writing following award of this Contract. In requesting approval for work to be performed by one or more subcontractors, Contractor must provide the business name and address of each subcontractor, the names and addresses of business principles (owners and officers) for each business to whom work is to be subcontracted, the nature of the work to be performed by each subcontractor, and the dollar value of each subcontract. Compliance with the provisions of this Contract by subcontractors, if any, will be the responsibility of the Contractor.

**2.14 Traffic Control:** Contractor is responsible to ensure that nearby roads remain open to pedestrian and vehicular traffic during construction. The Contractor shall submit a plan for maintaining traffic flow during construction at a pre-construction conference, if applicable. Barricades shall be required whenever safe public access to

paved areas such as roads or parking areas is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide reasonable visual warning of the hazard during both day and night. It is recommended that persons working on roadways or providing traffic control be issued reflective safety vests to enhance personal safety. Travel to and from the project site shall be restricted to a route approved by the City of Ferguson's Engineer and/or the City of Ferguson.

**2.15 Site Clean-Up And Restoration:** The contractor shall ensure the work site and areas around the work site are free of any debris and materials upon completion of work each day, as well as at the completion of the job. Contractor shall remove and legally dispose of all materials and equipment at the completion of the job. Upon completion of work, the work site shall be restored, insofar as is reasonably possible, to its condition prior to work, including replacement of vegetation, sidewalks, grading, drainage, and similar conditions affected by work during the performance of this Contract.

**2.16 Local Employment:** In the execution of this agreement, Contractor shall employ a workforce consisting of not less than 50% City of Ferguson citizens, not less than 50% of which shall reside within a 2 Square Mile radius of the proposed worksite. Upon request, Contractor agrees to provide proof of such citizenship and/or residency to the City of Ferguson. This requirement may be waived by the City of Ferguson upon demonstration by the Contractor of its inability to reasonably comply.

**2.17 Warranty:** The Contractor warrants that the work performed under this Agreement conforms to the contract requirements and is free from any defect in equipment, material, design, finish or workmanship performed by or the responsibility of the Contractor. This warranty shall continue for a period of 3 year(s) from the date of final acceptance. If possession or partial acceptance of any work product occurs before final acceptance of the entire project, this warranty shall continue for a period of 3 year(s) from the date that the City of Ferguson accepts or takes possession of or partially accepts such product. The Contractor shall remedy at the Contractor's expense any loss of or damage to Coalition owned or controlled real or personal property when such loss or damage is incurred as the result of Contractor's failure to conform to contract requirements, any defect in materials, design or workmanship, or the result of Contractor's negligence. The Contractor's warranty with respect to a work product being replaced or repaired shall run for a period of 3 years from the date that such replacement or repair is accepted.

**2.18 Inspections** City of Ferguson shall provide Construction Management Services for the Project. Contract shall provide material inspections at no cost to the City of Ferguson.

**2.19 Final Inspection:** The Contractor will notify the CITY OF FERGUSON Site Engineer and Project Purchasing Officer when the project is ready to be turned over to the City of Ferguson. A final inspection will be performed by the City of Ferguson and

any remaining items of work will be identified on a “punchlist”. Based on the punchlist, the CITY OF FERGUSON will determine if any supplemental inspections are required. Punchlist items will be corrected and/or repaired in a timely manner (3-5 days) at no cost to the City of Ferguson. Once the punchlist items have been corrected or completed to the satisfaction of the CITY OF FERGUSON or their representative, final payment will be authorized and the project will be turned over to the City of Ferguson.

**2.20 Notification Of Noncompliance:** The CITY OF FERGUSON will promptly notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to promptly comply, the CITY OF FERGUSON may issue an order stopping all or part of the work until satisfactory corrective action is taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for extension of time or for excess costs or damages. Failure to recognize and correct non-compliant work/materials in a timely manner (3-5 days) will also be considered grounds for termination.

**2.21 Removal Or Unacceptable And Unauthorized Work:** All work which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the work, shall be remedied or removed immediately and replaced in an acceptable manner.

**2.22 Termination For Convenience Of The City of Ferguson:** The City of Ferguson reserves the right to terminate this contract, or any part hereof, for its sole convenience whenever it determines that it is in the best interests of the City of Ferguson to do so. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying that termination is for the convenience of the City of Ferguson, the extent to which work under the Contract is terminated, and the effective date of termination. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work actually performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the City of Ferguson have resulted from termination. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided or which were incurred after the effective date of the Notice of Termination.

**2.23 Termination For Cause:** The City of Ferguson may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to materially comply with any contract terms or conditions, or fails to provide the City of Ferguson, upon request, with adequate assurances of future performance. In the event of termination for cause, the City of Ferguson shall not be liable to the Contractor for any amount for supplies or services not accepted and the Contractor

shall be liable to the City of Ferguson for any and all rights and remedies provided by law. The US City of Ferguson has the right to terminate work in whole or in part if contractor fails or refuses to work to complete the contract within the specified time. The US City of Ferguson also has the right to take over the work and cause its completion; in such case others may be liable for damages.

### 3. APPENDICES:

