PROJECT MANUAL

Repairs to Exterior & Parking Lots
Troop G Headquarters & Crime Lab
Willow Springs, Missouri

Designed By: Darren Krehbiel Consultants, LLC
63 Blair Avenue
Camdenton, MO 65020

Date Issued: December 17, 2020

Project No.: R2008-01

STATE of MISSOURI

OFFICE of ADMINISTRATION
Facilities Management, Design & Construction
SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: R2008-01

THE FOLLOWING DESIGN PROFESSIONALS HAVE SIGNED AND SEALED THE ORIGINAL PLANS AND SPECIFICATIONS FOR THIS PROJECT, WHICH ARE ON FILE WITH THE DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION:

ENGINEER – CIVIL
DIVISION: 01, 03, 22, 31, 32, 33

ARCHITECT
DIVISION: 02, 04, 05, 07, 08, 09, 10
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**APPENDICES**

**Appendix 1**
Missouri Department of Natural Resources Operating Permit For Land Disturbance 26
SECTION 000115 – LIST OF DRAWINGS

PART 1 - GENERAL

1.2 SUMMARY

A. This Section provides a comprehensive list of the drawings that comprise the Bid Documents for this project.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 LIST OF DRAWINGS

A. The following list of drawings is a part of the Bid Documents:

<table>
<thead>
<tr>
<th>TITLE</th>
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<th>CAD #</th>
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<tr>
<td>1. COVER</td>
<td>G-101</td>
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<td>C-GEN-01</td>
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<td>2. LOCATION MAP / NOTES</td>
<td>G-102</td>
<td>12/17/2020</td>
<td>C-GEN-02</td>
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<tr>
<td>3. OVERALL PLAN</td>
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<td>12/17/2020</td>
<td>C-SP-11</td>
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<td>4. LAYOUT &amp; CONSTRUCTION JOINTS</td>
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<td>C-SP-12</td>
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<td>5. GRADING PLAN / SECTION LOCATIONS</td>
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<td>C-SP-13</td>
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<td>6. LAYOUT</td>
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<td>7. SECTIONS A-A AND B-B</td>
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<td>12. SECTION N-N, O-O</td>
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<td>13. STORM SEWER PLAN &amp; PROFILE AND DETAILS</td>
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<td>16. INSET DETAILS</td>
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<td>12/17/2020</td>
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<td>17. DEMOLITION PLANS</td>
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<td>19. DEMOLITION ELEVATIONS</td>
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<td>12/17/2020</td>
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END OF SECTION  000115
SECTION 001116 - INVITATION FOR BID

1.0 OWNER:
   A. The State of Missouri
      Office of Administration,
      Division of Facilities Management, Design and Construction
      Jefferson City, Missouri

2.0 PROJECT TITLE AND NUMBER:
   A. Repairs to Exterior & Parking Lots
      Troop G Headquarters & Crime Lab
      Willow Springs, Missouri
      Project No.: R2008-01

3.0 BIDS WILL BE RECEIVED:
   A. Until: 1:30 PM, Thursday, April 29, 2021
      Only electronic bids on MissouriBUYS shall be accepted: https://missouribuys.mo.gov. Bidder must be registered to bid.

4.0 DESCRIPTION:
   A. Scope: The work includes masonry repairs; exterior waterproofing; replacement of the glazed aluminum curtain wall assemblies to include tinting of the windows; replacing the concrete at the front entrance, steps and sidewalks; removal of existing pavement, rubblizing, and placing in a waste area on site; construction of a new concrete entrance, drive, and parking area with curb and gutters, miscellaneous drainage work; replacement of an existing canopy; and replacement of an existing flagpole and floodlight.
   B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.
   C. **NOTE: Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 PRE-BID MEETING:
   A. Place/Time: 10:00 AM, Thursday, April 15, 2021, at 1226 W Bus. 60/63, Willow Springs, MO 65793. All persons are respectfully requested to wear facial coverings and to social distance per current federal CDC guidelines.
   B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:
   A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of $100.00 from American Document Solutions (ADS). MAKE CHECKS PAYABLE TO: American Document Solutions. Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, https://www.adsplanroom.net. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. Bidder must secure at least one bid set to become a planholder.
   B. Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.
   C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction’s web site: https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

7.0 POINT OF CONTACT:
   A. Designer: Darren Krehbiel Consultants, LLC, Darren Krehbiel, phone (573) 346-5316
   B. Project Manager: Scott Zeller, phone (573) 751-2668

8.0 GENERAL INFORMATION:
   A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.
   B. Bid results will be available at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans after it is verified that at least one bid is awardable and affordable.
Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to https://missouribuys.mo.gov and register. The bidder must register before access is granted to the solicitation details and bidding is possible, however, the bidder can review a summary of the project by selecting "Bid Board" and then checking off "Open" under "Status" and "OA-FMDC-Contracts Chapter 8" under "Organization" in the boxes shown on the left margin.

B. Once registered, log in.
2. Under “Filter by Agency” select “OA-FMDC-Contracts Chapter 8.”
4. Above the dark blue bar, select “Other Active Opportunities.”
5. To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information.

C. Here are simplified instructions for uploading the bid to MissouriBUYS:
1. Find the solicitation by completing Steps 1 through 4 above.
2. Select the three dots under “Actions.” Select “Add New Response.”
3. When the Quote box opens, give the response a title and select “OK.”
4. The detailed solicitation will open. Select “Check All” for the Original Solicitation Documents, open each document, and select “Accept.” If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select “Add Attachments.” If you do not see this command, not all documents have been opened and accepted.
5. The Supplier Attachments box will open. Select “Add Attachment” again.
6. The Upload Documents box will open. Read the instructions for uploading. Disregard the “Confidential” check box.
7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select “Upload.” The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
8. When the Supplier Attachments box opens again and uploading is complete, select “Done.” A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select “Submit.”
9. The detailed solicitation will open. At the bottom select “Close.”

D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.

E. If you want to verify that you are uploading documents correctly, we encourage you to submit a fake bid early. Label the fake bid as such to distinguish it from the real bid. The contracts person you contact will let you know if your “bid” was received successfully. Please contact Paul Girouard: 573-751-4797, paul.girouard@oa.mo.gov OR Mandy Roberson: 573-522-0074.

F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an “inactive” message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: cathy.holliday@oa.mo.gov.
IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

A. SECTION 002113 – INSTRUCTIONS TO BIDDERS: Article 14.0, Section D1:

As of July 1, 2020, all MBE, WBE, and MBE/WBE contractors, subcontractors, and suppliers must be certified by the State of Missouri, Office of Equal Opportunity. No certifications from other Missouri certifying agencies will be accepted.
SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

A. If awarded a contract, the Bidder’s employees, and the employees of all subcontractors, who perform the work on the project, will be required to undergo a fingerprint background check and obtain a State of Missouri identification badge prior to beginning work on site. The Bidder should review the information regarding this requirement in Section 013513 – Site Security and Health Requirements prior to submitting a bid.

B. The Bidder’s prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work. THIS PROJECT IS NOT TAX EXEMPT.

2.0 - BID DOCUMENTS

A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.

B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division’s web site - https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans.

3.0 - BIDDERS' OBLIGATIONS

A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

4.0 - INTERPRETATIONS

A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

B. Approval for an “acceptable substitution” issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.

C. An “acceptable substitution” requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.

D. A request for “Acceptable Substitutions” shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City, Missouri 65102.
5.0 - BIDS AND BIDDING PROCEDURE

A. Bidders shall submit all submission forms and accompanying documents listed in SECTION 004113 – BID FORM, Article 5.0, ATTACHMENTS TO BID by the stated time or their bid will be rejected for being non-responsive.

Depending on the specific project requirements, the following is a GENERIC list of all possible bid forms that may be due with bid submittals and times when they may be due. Please check for specific project requirements on the proposal form (Section 004113). Not all of the following bid forms may be required to be submitted.

| Bid Submittal – due before stated date and time of bid opening (see IFB): |
|-----------------------------|----------------------------------------------------------------------|
| 004113                     | Bid Form (all pages are always required)                              |
| 004322                     | Unit Prices Form                                                     |
| 004336                     | Proposed Subcontractors Form                                         |
| 004337                     | MBE/WBE/SDVE Compliance Evaluation Form                              |
| 004338                     | MBE/WBE/SDVE Eligibility Determination for Joint Ventures            |
| 004339                     | MBE/WBE/SDVE GFE Determination                                       |
| 004340                     | SDVE Business Form                                                   |
| 004541                     | Affidavit of Work Authorization                                      |
| 004545                     | Anti-Discrimination Against Israel Act Certification form             |

B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.

C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within ten (10) working days after such tender.

D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

6.0 - SIGNING OF BIDS

A. A bid from an individual shall be signed as noted on the Bid Form.

B. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.

C. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.

D. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.
E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder’s name on the bid form should appear as shown in the Secretary of State’s records.

F. The Bidder should include its corporate license number on the Bid Form and, if the corporation is organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached to the bid form.

7.0 - RECEIVING BID SUBMITTALS

A. It is the bidder’s sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.

B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (https://www.missouribuys.mo.gov/) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.

C. To respond to an Invitation for Bid, the Bidder must first register with MissouriBUYS by going through the MissouriBUYS Home Page (https://www.missouribuys.mo.gov/), clicking the “Register” button at the top of the page, and completing the Vendor Registration. Once registered, the Bidder accesses its account by clicking the “Login” button at the top of the MissouriBUYS Home Page. Enter your USERID and PASSWORD, which the Bidder will select. Under Solicitations, select “View Current Solicitations.” A new screen will open. Under “Filter by Agency” select “OA-FMDC-Contracts Chapter 8.” Under “Filter by Opp. No.” type in the State Project Number. Select “Submit.” Above the dark blue bar, select “Other Active Opportunities.” To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information. The Bidder must read and accept the Original Solicitation Documents and complete all identified requirements. The Bidder should download and save all of the Original Solicitation Documents on its computer so that the Bidder can prepare its response to these documents. The Bidder should upload its completed response to the downloaded documents as an attachment to the electronic solicitation response.

D. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are provided in Section 001116 – Invitation For Bid.

E. The Bidder shall submit its bid on the forms provided by the Owner on MissouriBUYS with each space fully and properly completed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner may reject bids that are not on the Owner’s forms or that do not contain all requested information.

F. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor’s bid to rejection.

G. The completed forms shall be without interlineations, alterations or erasures.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.

B. The Bidder shall modify his or her original bid by submitting a revised bid on MissouriBUYS.

9.0 - AWARD OF CONTRACT

A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.

B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.
C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his bid. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.

D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.

E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.

F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.

G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.

H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.

J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of $5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at https://www.uscis.gov/e-verify/. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

**10.0 - CONTRACT SECURITY**

A. The successful bidder shall furnish a performance/payment bond as set forth in General Conditions Article 6.1 on a condition prior to the State executing the contract and issuing a notice to proceed.

**11.0 - LIST OF SUBCONTRACTORS**

A. If required by “Section 004113 – Bid Form,” each bidder must submit as part of their bid a list of subcontractors to be used in performing the work (Section 004336). The list must specify the name of the single designated subcontractor, for each category of work listed in “Section 004336 - Proposed Subcontractors Form.” If work within a category will be performed by more than one subcontractor, the bidder must provide the name of each subcontractor and specify the exact portion of the work to be done by each. Failure to list the Bidder’s firm, or a subcontractor for each category of work identified on the Bid Form or the listing of more than one subcontractor for any category without designating the portion of work to be performed by each shall be cause for rejection of the bid. If the bidder intends to perform any of the designated subcontract work with the use of his own employees, the bidder shall make that fact clear, by listing his own firm for the subject category. If any category of work is left vacant, the bid shall be rejected.
12.0 - WORKING DAYS

A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:


13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

A. By signing the bid form and submitting a bid on this project, the Bidder certifies that it will use American and Missouri products as set forth in Article 1.7 of the General Conditions. Bidders are advised to review those requirements carefully prior to bidding.

B. A preference shall be given to Missouri firms, corporations or individuals, or firms, corporations or individuals that maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

C. Pursuant to Section 34.076, RSMo, a contractor or Bidder domiciled outside the boundaries of the State of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or Bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or Bidder to succeed over the bidding contractor or Bidder domiciled outside Missouri on a like contract or bid being let in the person's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the domiciliary state of that contractor or Bidder.

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

A. Pursuant to section 34.600, RSMo, if the Bidder meets the section 34.600, RSMo, definition of a “company” and the Bidder has ten or more employees, the Bidder must certify in writing that the Bidder is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The Bidder is requested to complete and submit the applicable portion of Section 004545 - Anti-Discrimination Against Israel Act Certification with their Bid Form. The applicable portion of the exhibit must be submitted prior to execution of a contract by the Owner and issuance of Notice to Proceed. If the exhibit is not submitted, the Owner shall rescind its Intent to Award and move to the next lowest, responsive, responsible bidder.

15.0 - MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

1. “MBE” means a Minority Business Enterprise.

2. “MINORITY” has the same meaning as set forth in 1 C.S.R. 10-17.010.

3. “MINORITY BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


5. “WOMEN’S BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


7. “SERVICE-DISABLED VETERAN” has the same meaning as set forth in section 34.074, RSMo.

8. “SERVICE-DISABLED VETERAN ENTERPRISE” has the same meaning as “Service-Disabled Veteran Business” set forth in section 34.074, RSMo.
B. MBE/WBE/SDVE General Requirements:

1. For all bids greater than $100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be non-responsive, and its bid shall be rejected.

2. The Bidder should submit with its bid all of the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all appropriate MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.

3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder’s proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) Working Days of receiving the request for clarification.

4. Pursuant to section 34.074, RSMo, a Bidder that is a SDVE doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive bidder’s bid. Based on this calculation, if the eligible SDVE’s evaluation is less than the apparent low responsive bidder’s bid, the eligible SDVE’s bid becomes the apparent low responsive bid. This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service Disabled Veteran Business Form, and any information required by the form. The form is available on the MissouriBUYS solicitation for this project.

C. Computation of MBE/WBE/SDVE Goal Participation:

1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: A MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) In order for the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.

2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.

3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.

4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder’s MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.

5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.

6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials.
D. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.

2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)’s online MBE/WBE directory (https://apps1.mo.gov/oeo/). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management’s online SDVE directory (http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteranbusiness-enterprise-sdve-information) or the Department of Veterans Affairs’ directory (https://www.vip.vetbiz.gov/).

3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.

2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
   a. The amount of actual participation obtained;
   b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
   c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
   d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
   e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
   f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
   g. The Bidder’s stated reasons for rejecting any bids;

3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.
F. Contractor MBE/WBE/SDVE Obligations

1. If awarded a contract, the Bidder will be contractually required to subcontract with or obtain materials from the MBE, WBE, and SDVE firms listed in its bid, in amounts equal to or greater than the dollar amount bid, unless the amount is modified in writing by the Owner.

2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor’s bid, the Contractor must satisfactorily explain to the Director why it cannot comply with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
   a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or
   b. Declaring the Contractor be non-responsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.

3. If the Contractor replaces an MBE, WBE, or SDVE during the course of this contract, the Contractor shall replace it with another MBE, WBE, or SDVE or make a good faith effort to do so. All MBE, WBE and SDVE substitutions must be approved by the Director.

4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, or SDVE during the preceding month and the cumulative total of work completed by each MBE, WBE or SDVE to date with each monthly application for payment. The Contractor shall also make a final report, which shall include the total dollar-value of work completed by each MBE, WBE, and SDVE during the entire contract.
The MBE/WBE Directory for goods and services is maintained by the Office of Equal Opportunity (OEO). The current Directory can be accessed at the following web address:

https://apps1.mo.gov/MWBCertifiedFirms/

Please note that you may search by MBE, WBE, or both as well as by region, location of the business by city or state, as well as by commodity or service.

The SERVICE DISABLED VETERAN ENTERPRISE (SDVE) Directory (s) may be accessed at the following web addresses:

https://oa.mo.gov/sites/default/files/sdvelisting.pdf

https://www.vip.vetbiz.va.gov
THIS AGREEMENT, made (DATE) by and between:

Contractor Name and Address
hereinafter called the "Contractor,"
and the State of Missouri, hereinafter called the "Owner", represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the Department of {Projects.Udf_Department}.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

ARTICLE 1. STATEMENT OF WORK
The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the plans and specifications for the proper execution of the work for:

- Repairs to Exterior & Parking Lots
- Troop G HQs & Crime Lab
- Willow Springs, Missouri

Project Name: R2008-01

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

ARTICLE 2. TIME OF COMPLETION
The contract performance time is 180 working days from the transmittal date of this agreement. The contract completion date is MONTH, DAY, YEAR. This time includes ten (10) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the ten (10) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

ARTICLE 3. LIQUIDATED DAMAGES
Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for liquidated damages, the sum of $1,000.00 per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.
ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds the sum of:

Base Bid: $  

TOTAL CONTRACT AMOUNT:  ($CONTRACT AMOUNT)

ARTICLE 5. PREVAILING WAGE RATE

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

ARTICLE 6. MINORITY/WOMEN/SERVICE DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The Contractor has been granted a waiver of the 10% MBE and 10% WBE and 3% SDVE participation goals. The Contractor agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows: (OR)

The Contractor has met the MBE/WBE/SDVE participation goals and agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows:

MBE/WBE/SDVE Firm: Subcontract Amt: $
MBE/WBE/SDVE Firm: Subcontract Amt: $
MBE/WBE/SDVE Firm: Subcontract Amt: $

Total $  

MBE/WBE/SDVE assignments identified above shall not be changed without a Contract Change signed by the Owner.

The Director of the Division of Facilities Management, Design and Construction or his Designee shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE/SDVE firms listed above when such disputes impact the subcontract amounts shown above.

ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Division 0, with executed forms
2. Division 1
3. Executed Construction Contract Form
4. The Drawings
5. The Technical Specifications
6. Addenda
7. Contractor's Proposal as accepted by the Owner
By signature below, the parties hereby execute this contract document.

**APPROVED:**

Mark Hill, P.E., Director  
Division of Facilities Management,  
Design and Construction  

Contractor’s Authorized Signature

I, Corporate Secretary, certify that I am Secretary of the corporation named above and that (CONTRACTOR NAME), who signed said contract on behalf of the corporation, was then (TITLE) of said corporation and that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary
First being duly sworn on oath states: that

he/she is the □ sole proprietor □ partner □ officer or □ manager or managing member of

NAME

NAME

or □ corporation, and as such, said proprietor, partner, or officer is duly authorized to make this

affidavit on behalf of said sole proprietorship, partnership, or corporation; that under the contract known as

PROJECT TITLE

Less than 50 persons in the aggregate will be employed and therefore, the applicable Affirmative Action requirements as set forth in Article 1.4 of the General Conditions of the State of Missouri have been met.

PRINT NAME & SIGNATURE

DATE

NOTARY INFORMATION

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)
KNOW ALL MEN BY THESE PRESENTS, THAT we ____________________________
as principal, and ________________________________________________________
as Surety, are held and firmly bound unto the
STATE OF MISSOURI. in the sum of ____________________________ Dollars ($    )
for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the ____________________________
day of ____________________________, 20________, enter into a contract with the State of Missouri for
______________________________

(Insert Project Title and Number)

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and
agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the State of
Missouri, with or without notice to the Surety and during the life of any guaranty required under the contract; and shall also faithfully
perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said
contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payment for materials
incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, both
compensation and all other kinds of insurance, on said work, and for all labor performed on such work, whether by subcontractor or
otherwise, at not less than the prevailing hourly rate of wages for work of a similar character (exclusive of maintenance work) in the
locality in which the work is performed and not less than the prevailing hourly rate of wages for legal holiday and overtime work
(exclusive of maintenance work) in the locality in which the work is performed both as determined by the Department of Labor and
Industrial Relations or determined by the Court of Appeal, as provided for in said contract and in any and all duly authorized
modifications of said contract that may be hereafter made, with or without notice to the Surety, then, this obligation shall be void and
of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently
do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as
specified in or by the terms of said contract, and with the time therein named, then this obligation shall be valid and binding upon each
of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material man,
laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the State of Missouri, to the use
of any such person.
AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this ________________ day of ______________________, 20 ___.

AS APPLICABLE:

AN INDIVIDUAL

Name: ______________________________________

Signature: ____________________________________

A PARTNERSHIP

Name of Partner: ______________________________________

Signature of Partner: ____________________________________

Name of Partner: ______________________________________

Signature of Partner: ____________________________________

CORPORATION

Firm Name: ______________________________________

Signature of President: ____________________________________

SURETY

Surety Name: ______________________________________

Attorney-in-Fact: ______________________________________

Address of Attorney-in-Fact: ______________________________________

Telephone Number of Attorney-in-Fact: ______________________________________

Signature Attorney-in-Fact: ______________________________________

NOTE: Surety shall attach Power of Attorney
STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

PRODUCT SUBSTITUTION REQUEST

CHECK APPROPRIATE BOX

☐ SUBSTITUTION PRIOR TO BID OPENING
(Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)

☐ SUBSTITUTION FOLLOWING AWARD
(Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

FROM:  BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO:  ARCHITECT/ENGINEER (PRINT COMPANY NAME)

Bidder/Contractor hereby requests acceptance of the following product or systems as a substitution in accordance with provisions of Division One of the Bidding Documents:

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

☐ Product data for proposed substitution is attached (include description of product, standards, performance, and test data)

☐ Sample  ☐ Sample will be sent, if requested

QUALITY COMPARISON

<table>
<thead>
<tr>
<th>SPECIFIED PRODUCT</th>
<th>SUBSTITUTION REQUEST</th>
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<tbody>
<tr>
<td>NAME, BRAND</td>
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<td>CATALOG NO.</td>
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<tr>
<td>MANUFACTURER</td>
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<tr>
<td>VENDOR</td>
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PREVIOUS INSTALLATIONS

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>ARCHITECT/ENGINEER</th>
</tr>
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<tbody>
<tr>
<td>LOCATION</td>
<td>DATE INSTALLED</td>
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</table>

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________
**REASON FOR SUBSTITUTION**

- 
- 
- 
- 
- 
- 
- 
- 

**DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?**

- **YES**  
- **NO**

IF YES, EXPLAIN

- 
- 
- 
- 
- 
- 

**SUBSTITUTION REQUIRES DIMENSIONAL REVISION OR REDESIGN OF STRUCTURE OR A/E WORK**

- **YES**  
- **NO**

**BIDDER/CONTRACTOR’S STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:**

We have investigated the proposed substitution. We believe that it is equal or superior in all respects to specified product, except as stated above; that it will provide the same Warranty as specified product; that we have included complete implications of the substitution; that we will pay redesign and other costs caused by the substitution which subsequently become apparent; and that we will pay costs to modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning as a result of the substitution.

**REVIEW AND ACTION**

- **☐ Resubmit Substitution Request with the following additional information:**

- 
- 
-  

- **☐ Substitution is accepted.**

- **☐ Substitution is accepted with the following comments:**

- 
- 
-  

- **☐ Substitution is not accepted.**

**BIDDER/CONTRACTOR**

**ARCHITECT/ENGINEER**

**DATE**

**DATE**
KNOW ALL MEN BY THESE PRESENT THAT:  hereinafter called “Subcontractor” who heretofore entered into an agreement with  hereinafter called “Contractor”, for the performance of work and/or furnishing of material for the construction of the project entitled

(PROPERTY TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

for the State of Missouri (Owner) which said subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor.

DOES HEREBY:

1. ACKNOWLEDGE that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.

2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.

1. REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been **paid in full** all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this _____ day of _____, 20 ___.

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents
STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

MBE/WBE/SDVE PROGRESS REPORT
SUBMIT WITH ALL INVOICES: (PLEASE CHECK APPROPRIATE BOX BELOW)

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<td>WBE ☐</td>
<td>SDVE ☐</td>
</tr>
</tbody>
</table>

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<tr>
<th>ITEM OF WORK</th>
<th>TOTAL AMOUNT OF SUBCONTRACT</th>
<th>$ AMOUNT &amp; % COMPLETE (PAID-TO-DATE)</th>
<th>CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER NAME, ADDRESS, CONTACT, AND PHONE NUMBER</th>
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THE PERCENTAGE AND DOLLAR AMOUNT OF THIS PROJECT THAT ARE TO BE MBE/WBE/SDVE AS INDICATED IN THE ORIGINAL CONTRACT: % and $ .
Before me, the undersigned Notary Public, in and for the County of __________________________

State of __________________________ personally came and appeared __________________________

(NAME) of the __________________________ (NAME OF THE COMPANY)

(POSITION) (a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements and with Wage Determination No: __________________________ issued by the Department of Labor and Industrial Relations, State of Missouri on the ______ day of ______ 20__ in carrying out the contract and working in connection with __________________________

(NAME OF PROJECT)

Located at __________________________ in __________________________ County Missouri, and completed on the ______ day of ______ 20__

(SIGNATURE)

NOTARY INFORMATION

NOTARY PUBLIC EMBOSER OR BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF YEAR

USE RUBBER STAMP IN CLEAR AREA BELOW

NOTARY PUBLIC SIGNATURE MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

FILE: Closeout Documents
ARTICLE:

   1.1. Definitions
   1.2. Drawings and Specifications
   1.3. Compliance with Laws, Permits, Regulations and Inspections
   1.4. Nondiscrimination in Employment
   1.5. Anti-Kickback
   1.6. Patents and Royalties
   1.7. Preference for American and Missouri Products and Services
   1.8. Communications
   1.9. Separate Contracts and Cooperation
   1.10. Assignment of Contract
   1.11. Indemnification
   1.12. Disputes and Disagreements

2. Owner/Designer Responsibilities

3. Contractor Responsibilities
   3.1. Acceptable Substitutions
   3.2. Submittals
   3.3. As-Built Drawings
   3.4. Guaranty and Warranties
   3.5. Operation and Maintenance Manuals
   3.6. Other Contractor Responsibilities
   3.7. Subcontracts

4. Changes in the Work
   4.1. Changes in the Work
   4.2. Changes in Completion Time

5. Construction and Completion
   5.1. Construction Commencement
   5.2. Project Construction
   5.3. Project Completion
   5.4. Payments

6. Bond and Insurance

7. Termination or Suspension of Contract
   7.1. For Site Conditions
   7.2. For Cause
   7.3. For Convenience

INDEX
SECTION 007213 - GENERAL CONDITIONS

A. These General Conditions apply to each section of these specifications. The Contractor is subject to the provisions contained herein.

B. The General Conditions are intended to define the relationship of the Owner, the Designer and the Contractor thereby establishing certain rules and provisions governing the operation and performance of the work so that the work may be performed in a safe, orderly, expeditious and workmanlike manner.

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

As used in these contract documents, the following terms shall have the meanings and refer to the parties designated in these definitions.

1. "COMMISSIONER": The Commissioner of the Office of Administration.

2. "CONSTRUCTION DOCUMENTS": The "Construction Documents" shall consist of the Project Manual, Drawings and Addenda.

3. "CONSTRUCTION REPRESENTATIVE:" Whenever the term "Construction Representative" is used, it shall mean the Owner’s Representative at the work site.

4. "CONTRACTOR": Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.

5. "DESIGNER": When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his duly authorized representative. The Designer may be either a consultant or state employee.

6. "DIRECTOR": Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction or his Designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.


8. "INCIDENTAL JOB BURDENS": Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.

9. "JOINT VENTURE": An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

10. "OWNER": Whenever the term “Owner” is used, it shall mean the State of Missouri.

11. "PROJECT": Wherever the term “Project” is used, it shall mean the work required to be completed by the construction contract.


13. "SUBCONTRACTOR": Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.

14. "WORK": Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.


ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

A. In case of discrepancy between drawings and specifications, specifications shall govern. Should discrepancies in architectural drawings, structural drawings and mechanical drawings occur, architectural drawings shall govern and, in case of
ARTICLE 1.3 - COMPLIANCE WITH LAWS, PERMITS, REGULATIONS AND INSPECTIONS

A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes (other than licensing of trades), and other like ordinances are not applicable to construction on Owner’s property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision, authority, obtain construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.

B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.

C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.

D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.

E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

A. The Contractor and his subcontractors will not discriminate against individuals based on race, color, religion, national origin, sex, disability, or
age, but may use restrictions which relate to bona
fide occupational qualifications. Specifically, the
Contractor and his subcontractors shall not
discriminate:

1. Against recipients of service on the basis of
race, color, religion, national origin, sex,
disability or age.

2. Against any employee or applicant, for
employment on the basis of race, color,
religion, national origin, sex or otherwise
qualified disability status.

3. Against any applicant for employment or
employee on the basis of age, where such
applicant or employee is between ages 40 and
70 and where such Contractor employs at least
20 persons.

4. Against any applicant for employment or
employee on the basis of that person's status as
a disabled or Vietnam-era veteran.

The Contractor and his Subcontractors will take
affirmative action to insure applicants for
employment and employees are treated equally
without regard to race, color, religion, national
origin, sex, disability, or age. Such action shall
include, but not be limited to, the following:
employment, upgrading, demotion and transfer;
recruitment or recruitment advertising; and
selection for training, including apprenticeship.
The Contractor and his Subcontractors will give
written notice of their commitments under this
clause to any labor union with which they have
bargaining or other agreements.

B. The Contractor and his subcontractors shall
develop, implement, maintain and submit in
writing to the Owner an affirmative action program
if at least fifty (50) persons in the aggregate are
employed under this contract. If less than fifty
(50) persons in the aggregate are to be employed
under this contract, the Contractor shall submit, in
lieu of the written affirmative action program, a
properly executed Affidavit for Affirmative Action
in the form included in the contract specifications.

For the purpose of this section, an "affirmative
action program" means positive action to influence
all employment practices (including, but not
limited to, recruiting, hiring, promoting and
training) in providing equal employment
opportunity regardless of race, color, sex, national
origin, religion, age (where the person affected is
between age 40 and 70), disabled and Vietnam-era
veteran status, and disability. Such "affirmative
action program" shall include:

1. A written policy statement committing the
total organization to affirmative action and
assigning management responsibilities and
procedures for evaluation and dissemination;

2. The identification of a person designated to
handle affirmative action;

3. The establishment of non-discriminatory
selection standards, objective measures to
analyze recruitment, an upward mobility
system, a wage and salary structure, and
standards applicable to lay-off, recall,
discharge, demotion and discipline;

4. The exclusion of discrimination from all
collective bargaining agreements; and

5. Performance of an internal audit of the
reporting system to monitor execution and to
provide for future planning.

In the enforcement of this non-discrimination
clause, the Owner may use any reasonable
procedures available, including, but not limited to:
requests, reports, site visits and inspection of
relevant documents of contractors and
subcontractors.

C. In the event of the Contractor's or his
subcontractor's noncompliance with any provisions
of this Article of the Contract, the Owner may
cancel this contract in whole or in part or require
the Contractor to terminate his contract with the
subcontractor.

ARTICLE 1.5 - ANTI-KICKBACK

No employee of the division, shall have or acquire
any pecuniary interest, whether direct or indirect,
in this contract or in any part hereof. No officer,
employee, designer, attorney, or administrator of or
for the Owner who is authorized in such capacity
and on behalf of the Owner to exercise any
legislative, executive, supervisory or other similar
functions in connection with the construction of the
project, shall have or acquire any pecuniary
interest, whether direct or indirect, in this contract,
any material supply contract, subcontract,
insurance contract, or any other contract pertaining
to the project.

ARTICLE 1.6 - PATENTS AND ROYALTIES

A. The Contractor shall hold and save the Owner and
its officers, agents, servants and employees
harmless from liabilities of any nature or kind,
including cost and expenses, for, or on account of,
any patented or unpatented invention, process,
article or appliance manufactured or used in the
performance of this contract, including its use by
the Owner, unless otherwise specifically stipulated
in the contract documents.

B. If the Contractor uses any design, device or
materials covered by letters, patent or copyright,
the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.

B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the non-domiciliary state.

C. In accordance with the Missouri Domestic Products Procurement Act Section 34.350 RSMo and Cumulative Supplements any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the contract requirements, or if obtaining the specified products manufactured, assembled or produced in the United States would increase the cost of this contract for purchase of the product by more than ten percent.

ARTICLE 1.8 - COMMUNICATIONS

A. All notices, requests, instructions, approvals and claims must be in writing and shall be delivered to the Designer and copied to the Construction Representative for the project except as required by Article 1.12 Disputes and Disagreements, or as otherwise specified by the Owner in writing as stated in Section 012600. Any such notice shall be deemed to have been given as of the time of actual receipt.

B. The Contractor shall attend on-site progress and coordination meetings, as scheduled by the Construction Representative, no less than once a month.

C. The Contractor shall ensure that major subcontractors and suppliers shall attend monthly progress meetings as necessary to coordinate the work, and as specifically requested by the Construction Representative.

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner’s Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner’s Representative at no additional cost to the Owner.

C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.

D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall
coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.

E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.

F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

A. No assignment by Contractor of any amount or any part of this contract or of the funds to be received there under will be recognized unless such assignment has had the written approval of the Director and the surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in assignment contracts, the following language must be set forth: "It is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor of this contract and to claims or liens for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

ARTICLE 1.11 - INDEMNIFICATION

A. Contractor agrees to indemnify and save harmless Owner and its respective commissioners, officers, officials, agents, consultants and employees and Designer, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Contractor, any subcontractors, agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Owner or Designer, its agents, servants or employees, in defense of any claim, action or suit.

B. The obligations of the Contractor under this paragraph shall not extend to the liability of the Designer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, contract changes, design or specifications, or (2) giving of or the failure to give directions or instructions by the Designer, his agents or employees as required by this contract documents provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

It is hereby expressly agreed and understood that in case any controversy or difference of opinion arises during construction, best efforts will be given to resolution at the field level. Should those efforts be unsuccessful, the Contractor has the right to appeal in writing, the decision of the Director’s Designee to the Director at Room 730 Truman Building, P.O. Box 809, Jefferson City, Missouri 65102. The decision of the Director shall be final and binding on all parties.

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.

B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.

C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice. The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.

D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility
for correcting such work without additional compensation.

F. The Owner shall have the right to direct the Contractor to uncover any completed work.
   1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
   2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.

G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.

H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.

I. If in the Owner’s judgment it becomes necessary at any time to accelerate work, when ordered by the Owner in writing, the Contractor shall redirect resources to such work items and execute such portions of the work as may be required to complete the work within the current approved contract schedule.

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

The Contractor shall register and utilize the Owner’s eBuilder digital project management system for submission of documents described in the following sections. This includes but is not limited to submittals as required by designer, payment applications, Request for Information (RFI), construction change orders, Request for Proposals (RFP), Designer Supplemental Instructions (DSI), etc.

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

A. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Designer is equal in all respects to that named. Standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner and Designer that they are equal in design, strength, durability, usefulness and convenience for the purpose intended.

B. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those specified shall be properly made at the expense of the Contractor requesting the substitution or change.

C. The Contractor shall submit a request for such substitutions in writing to the Owner and Designer within twenty (20) working days after the date of the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.

D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 002113 - INSTRUCTIONS TO BIDDERS.

E. When a material has been approved, no change in brand or make will be permitted unless:
   1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or
   2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

A. The Contractor’s submittals must be submitted with such promptness as to allow for review and approval so as not to cause delay in the work. The Contractor shall coordinate preparation and processing of submittals with performance of construction activities.

Coordinate each submittal with fabrication, = purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

Submit four (4) copies to the Designer and additional copies as required for the subcontractors and material suppliers. Also provide copies to meet the requirements for maintenance manuals.

B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and
schedules submitted without this evidence will be returned to the Contractor for resubmission.

C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.

D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:
   1. It is in the best interest of the Owner
   2. It does not increase the contract sum and/or completion time
   3. It does not deviate from the design intent
   4. It is without prejudice to any and all rights under the surety bond.

E. No extension of time will be granted because of the Contractor's failure to submit shop drawings and schedules in ample time to allow for review, possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction.

F. The Contractor shall maintain a complete file on-site of approved shop drawings available for use by the Construction Representative.

ARTICLE 3.3 – AS-BUILT DRAWINGS

A. The Contractor shall update a complete set of the construction drawings, shop drawings and schedules of all work monthly by marking changes, and at the completion of their work (prior to submission of request for final payment) note all changes and turn the set over to the Construction Representative. The updates shall show all addenda, all field changes that were made to adapt to field conditions, changes resulting from contract changes or supplemental instructions, and all locations of structures, buried installations of piping, conduit, and utility services. All buried and concealed items both inside and outside shall be accurately located as to depth and referenced to permanent features such as interior or exterior wall faces and dimensions shall be given in a neat and legible manner in a contrasting colored pencil or ink. If approved by the Designer, an electronic file format may be provided.

ARTICLE 3.4 – GUARANTY AND WARRANTIES

A. General Guaranty
   1. Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.
   2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
   3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.
   4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. Extended Warranty

Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year. Where a longer
ARTICLE 3.5 – OPERATION AND MAINTENANCE MANUALS

A. Immediately after equipment submittals are approved and no later than ten (10) working days prior to the substantial completion inspection, the Contractor shall provide to the Designer three (3) copies of operating instructions and service manuals, containing the following:

1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer’s printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.

2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.

3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.

4. Service Instructions: Provide the following information for all pieces of equipment.
   a. Recommended spare parts including catalog number and name of local supplier or factory representative.
   b. Belt sizes, types, and lengths.
   c. Wiring diagrams.

5. Manufacturer's Certificate of Warranty as described in Article 3.4.

6. Prior to the final payment, furnish to the Designer three (4) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.

B. Submission of operating instructions shall be done in the following manner.

1. Manuals shall be in quadruplicate, and all materials shall be bound into volumes of standard 8½" x 11" hard binders. Large drawings too bulky to be folded into 8½" x 11" shall be separately bound or folded and in envelopes, cross referenced and indexed with the manuals.

2. The manuals shall identify project name, project number, and include the name and address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.

3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.

4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.

B. Contractor shall, at all times, enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.

D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.

F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors.
for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.

G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.

H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.

I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.

K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.

L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.

M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.

N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.

O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.

P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.

Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.

R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.

S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.

T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor
shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.

U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.

V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.

W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

ARTICLE 3.7 -- SUBCONTRACTS

A. Subcontractor assignments as identified in the bid form shall not be changed without written approval of the Owner. The Owner will not approve changes of a listed subcontractor unless the Contractor documents, to the satisfaction of the Owner that the subcontractor cannot or will not perform the work as specified.

B. The Contractor is fully responsible to the Owner for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them.

C. Every subcontractor shall be bound by the applicable terms and provisions of these contract documents, but no contractual relationship shall exist between any subcontractor and the Owner unless the right of the Contractor to proceed with the work is suspended or this contract is terminated as herein provided, and the Owner in writing elects to assume the subcontract.

D. The Contractor shall upon receipt of "Notice to Proceed" and prior to submission of the first payment request, notify the Designer and Construction Representative in writing of the names of any subcontractors to be used in addition to those identified in the bid form and all major material suppliers proposed for all parts of the work.

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

A. The Construction Representative, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.

B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.

C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, as follows:

1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.

2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.

3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.

D. Overhead and Profit on Contract Changes shall be applied as follows:

1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools,
warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.

2. The percentages for overhead and profit charged on Contract Changes shall be negotiated, and may vary according to the nature, extent, and complexity of the work involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 14%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 3% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty percent (20%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.

3. The Contractor will be allowed to add the cost of bonding and insurance to their cost of work. This bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.

4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.

5. The percentage for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). If the percentage for overhead and profit charged for work added by Contract Changes for this contract has been negotiated to less than 10%, the negotiated rate shall then apply to credits as well.

E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.

F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner's Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.

G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner's Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:

1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR

2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR

3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.

B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:

1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR

2. Labor strikes or acts of God occur, OR

3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.

C. No time extension or compensation will be provided for delays caused by or within the control
of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.

D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner’s Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by the Contractor of any claim. Requests for extensions of time shall be for working days only.

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 - CONSTRUCTION COMMENCEMENT

A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:

1. Contract;
2. Performance/payment bond as described in Article 6.1;
3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.

Above referenced items must be received by the Owner within ten (10) working days after the effective date of the contract. If not received, the Owner may treat the failure to timely submit them as a refusal by the Contractor to accept a contract for this work and may retain as liquidated damages the Contractor's bid bond, cashier's check or certified check as provided in the Instructions to Bidders. Upon receipt the Owner will issue a “Notice to Proceed” with the work to the Contractor.

B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.

C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction’s "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.

ARTICLE 5.2 -- PROJECT CONSTRUCTION

A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 013200 – Schedules.

B. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any worker, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

ARTICLE 5.3 -- PROJECT COMPLETION

A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner’s ability to use the Project for its intended purpose.

1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:

   a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the “Contractor’s Punch.”
   
   b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
   
   c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working
days notice before the inspection shall be performed.

2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.

3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer’s and Owner’s costs of re-inspection, including time and travel.

B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner’s best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.

C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor’s estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.

D. Liquidated Damages. Contractor agrees that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in this contract for each work day after the Contract Completion Date on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.

E. Early Completion. The Contractor has the right to finish the work before the contract completion date; however, the Owner assumes no liability for any hindrances to the Contractor unless Owner caused delays result in a time extension to the contract completion date. The Contractor shall not be entitled to any claims for lost efficiencies or for delay if a Certificate of Substantial Completion is given on or before the Contract Completion Date.

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

A. Payments on account of this contract will be made monthly in proportion to the work which has been completed. Request for payment must be submitted on the Owner's forms. No other pay request will
be processed. Supporting breakdowns must be in the same format as Owner’s forms and must provide the same level of detail. The Designer will, within 5 working days from receipt of the contractor’s request for payment either issue a Certificate for Payment to the Owner, for such amount as the Designer determines is properly due, or notify the Contractor in writing of reasons for withholding a Certificate. The Owner shall make payment within 30 calendar days after the "Application and Certification for Payment” has been received and certified by the Designer. The following items are to be attached to the contractor’s pay request:

1. Updated construction schedule
2. Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project

B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.

C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.

D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:

1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
2. Delivery is made in accordance with the time frame on the approved schedule.
3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.

4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.

E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:

1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
2. Materials stored in one location off site are valued in excess of $25,000.
3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
4. The materials are stored in a facility approved and inspected, by the Construction Representative.
5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.

F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or
items. The cost of corrective action(s) shall be borne by the Contractor.

2. A reasonable doubt that this contract can be completed for the unpaid balance.

3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.

4. Failure of the Contractor to update the construction schedule.

When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.

H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.

1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial. Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.

2. The final payment shall not become due until the Contractor delivers to the Construction Representative:

   a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.

   b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor

   c) Certified copies of all payrolls

   d) As-built drawings

3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.

4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.

5. The value of all unused unit price allowances and/or 150% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

A. Contractor shall furnish a performance/payment bond in an amount equal to 100% of the contract price to guarantee faithful performance of the contract and 100% of the contract price to guarantee the payment of all persons performing labor on the project and furnishing materials in connection therewith under this contract as set forth in the standard form of performance and payment bond included in the contract documents. The surety on such bond shall be issued by a surety company authorized by the Missouri Department of Insurance to do business in the state of Missouri.

B. All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.
ARTICLE 6.2 – INSURANCE

A. The successful Contractor shall procure and maintain for the duration of the contract issued a policy or policies of insurance for the protection of both the Contractor and the Owner and their respective officers, officials, agents, consultants and employees. The Owner requires certification of insurance coverage from the Contractor prior to commencing work.

B. Minimum Scope and Extent of Coverage

1. General Liability
   Commercial General Liability, ISO coverage form number or equivalent CG 00 01 ("occurrence" basis), or I-SO coverage form number CG 00 02, or ISO equivalent.
   If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows: Premises/Operations; Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.

2. Automobile Liability
   Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".

3. Workers' Compensation and Employer's Liability
   Statutory Workers' Compensation Insurance for Missouri and standard Employer's Liability Insurance, or the authorization to self-insure for such liability from the Missouri Division of Workers’ Compensation.

4. Builder's Risk or Installation Floater Insurance
   Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad "All Risk" form, including coverage for Flood and Earthquake, in an amount not less than the replacement cost of the work or this contact price, whichever is greater, with loss payable to Contractor and Owner as their respective interests may appear.

Contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses, and shall furnish Owner copies of all endorsements. If Builder's Risk Reporting- Form of Endorsement is used, Contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of Contractor's failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost, Contractor's interest in the proceeds of such insurance, if any, shall be subordinated to Owner's interest to the end that Owner may receive full reimbursement for its loss.

C. Minimum Limits of Insurance

1. General Liability
   Contractor
   $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage
   $2,000,000 annual aggregate

2. Automobile Liability
   $2,000,000 combined single limit per occurrence for bodily injury and property damage

3. Workers' Compensation and Employers Liability
   Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of $1,000,000 limit per accident for Employer's Liability.
   General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.

D. Deductibles and Self-Insured Retentions

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions, as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing
payment of losses and related investigations, claims administration, and defense expenses.

E. Other Insurance Provisions and Requirements

The respective insurance policies and coverage, as specified below, must contain, or be endorsed to contain the following conditions or provisions:

1. General Liability

The Owner, and its respective commissioners, officers, officials, agents, consultants and employees shall be endorsed as additional insured’s by ISO form CG 20 26 Additional Insured - Designated Person or Organization. As additional insured’s, they shall be covered as to work performed by or on behalf of the Contractor or as to liability which arises out of Contractor's activities or resulting from the performance of services or the delivery of goods called for by the Contract.

Contractor's insurance coverage shall be primary with respect to all additional insured’s. Insurance of self-insurance programs maintained by the designated additional insured’s shall be in excess of the Contractor's insurance and shall not contribute with it.

Additionally, the Contractor and Contractor's general liability insurer shall agree to waive all rights of subrogation against the Owner and any of their respective officers, officials, agents, consultants or employees for claims, losses, or expenses which arise out of Contractor's activities or result from the performance of services or the delivery of goods called for by the Contract.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the Owner or for any of its officers, officials, agents, consultants or employees.

2. Automobile Insurance

The Owner, and their respective officers, officials, agents, consultants and employees shall be endorsed as additional insured’s by ISO form CG 20 26 - Additional Insured Designated Person or Organization. As additional insured’s, they shall be covered as to work performed by or on behalf of the Contractor or as to liability which arises out of Contractor's activities or resulting from the performance of services or the delivery of goods called for by the Contract.

Contractor's insurance coverage shall be primary with respect to all additional insured’s. Insurance of self-insurance programs maintained by the designated additional insured’s shall be in excess of the Contractor's insurance and shall not contribute with it.

Additionally, the Contractor and Contractor's automobile insurer shall agree to waive all rights of subrogation against the Owner and any of their respective officers, officials, agents, consultants or employees for claims, losses, or expenses which arise out of Contractor's activities or result from the performance of services or the delivery of goods called for by the Contract.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the Owner or for any of its officers, officials, agents, consultants or employees.

3. Workers' Compensation/Employer's Liability

Contractor's workers' compensation insurance shall be endorsed with NCCI form WC 00 03 01 A - Alternative Employer Endorsement. The Alternative Employer Endorsement shall designate the Owner as "alternate employers."

4. All Coverages

Each insurance policy required by this section of the Contract shall contain a stipulation, endorsed if necessary, that the Owner will receive a minimum of a thirty (30) calendar day advance notice of any policy cancellation. Ten (10) calendar days advance notice is required for policy cancellation due to non-payment of premium.

F. Insurer Qualifications and Acceptability

Insurance required hereunder shall be issued by an A.M. Best, “B+” rated, Class IX insurance company approved to conduct insurance business in the state of Missouri.

G. Verification of Insurance Coverage

Prior to Owner issuing a Notice to Proceed, the Contractor shall furnish the Owner with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by the Owner are subject to review and approval by the Owner. The Owner reserves the right to require certified copies of all required policies at any time. If the scope of this contract will exceed one (1) year - or, if any of Contractor's applicable insurance coverage expires prior to completion of the work or services required under this contract -
the Contractor will provide a renewal or replacement certificate before continuing work or services hereunder. If the Contractor fails to provide documentation of required insurance coverage, the Owner may issue a stop work order and no additional contract completion time and/or compensation shall be granted as a result thereof.

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

When conditions at the site of the proposed work are considered by the Owner to be unsatisfactory for prosecution of the work, the Contractor may be ordered in writing to suspend the work or any part thereof until reasonable conditions exist. When such suspension is not due to fault or negligence of the Contractor, time allowed for completion of such suspended work will be extended by a period of time equal to that lost due to delay occasioned by ordered suspension. This will be a no cost time extension.

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

1. If the Contractor shall file for bankruptcy, or should make a general assignment for the benefit of the creditors, or if a receiver should be appointed on account of insolvency, or if the contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this contract, then the Owner may serve notice on the Contractor and the surety setting forth the violations and demanding compliance with this contract. Unless within ten (10) consecutive calendar days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the Owner may suspend the Contractor's right to proceed with the work or terminate this contract.

2. In the event the Owner suspends Contractor's right to proceed with the work or terminates the contract, the Owner may demand that the Contractor's surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety's failure or refusal to do so within ten (10) consecutive calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.

B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.

C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.

D. In exercising Owner's right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the work.

E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.

F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

ARTICLE 7.3 -- FOR CONVENIENCE

A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner's convenience. Notification of a termination or suspension shall be in writing
and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.

B. Upon receipt of notification, the Contractor shall:

1. Cease operations when directed.
2. Take actions to protect the work and any stored materials.
3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.
4. Terminate all existing subcontracts, rentals, material, and equipment orders.
5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.
6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.
SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:
   A. These Supplementary General Conditions clarify, add, delete, or otherwise modify standard terms and conditions of DIVISION 0, BIDDING AND CONTRACTING REQUIREMENTS.

2.0 CONTACTS:
   Designer: Darren Krehbiel, P.E.
   Darren Krehbiel Consultants, LLC
   63 Blair Avenue
   Camdenton, MO  65020
   Telephone: (573) 346-5316
   Email: Krehbiel.Darren@gmail.com

   Construction Representative: Randy Duncan
   Division of Facilities Management, Design and Construction
   709 Missouri Boulevard (Upper Level)
   Jefferson City, MO  65101
   Telephone: (573) 526-0582
   Email: Randy.Duncan@oa.mo.gov

   Project Manager: Scott Zeller
   Division of Facilities Management, Design and Construction
   301 West High Street, Room 730
   Jefferson City, MO  65102
   Telephone: (573) 751-2668
   Email: Scott.Zeller@oa.mo.gov

   Contract Specialist: Paul Girouard
   Division of Facilities Management, Design and Construction
   301 West High Street, Room 740
   Jefferson City, MO  65102
   Telephone: (573) 751-4797
   Email: Paul.Girouard@oa.mo.gov

3.0 NOTICE: ALL BID MATERIALS ARE DUE AT THE TIME OF BID SUBMITTAL. THERE IS NO SECOND SUBMITTAL FOR THIS PROJECT.

4.0 FURNISHING CONSTRUCTION DOCUMENTS:
   A. The Owner will furnish the Contractor with approximately 5 complete sets of drawings and specifications at no charge.
   B. The Owner will furnish the Contractor with approximately 5 sets of explanatory or change drawings at no charge.
   C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

5.0 SAFETY REQUIREMENTS
   Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.
Annual Wage Order No. 27

Section 046
HOWELL COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2020
Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations
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</table>

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.

Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.
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Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.
OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.
PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of Repairs to Exterior & Parking Lot.
   1. Project Location: MSHP TROOP G HEADQUARTERS; 1226 W BUS. 60/63; WILLOW SPRINGS, MO; 65793.
   2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.

B. Contract Documents, dated December 17, 2020 were prepared for the Project by Darren Krehbiel Consultants, LLC; 63 Blair Avenue; Camdenton, MO; 65020.

C. The Work consists of the repair / replacement of the aluminum curtain wall and parking lot at the Missouri State Highway Patrol Headquarters in Willow Springs.
   1. The Work includes replacement of the glazed aluminum curtain wall assemblies, complete with tuck-pointing, masonry repairs, window tinting, and exterior waterproofing. The existing parking, drive areas, curb and gutter shall be removed to full depth and replaced with new concrete pavement and curb and gutters. Removed pavement shall be rubblized and deposited on site. Existing storm water system shall be replaced. The front entrance concrete steps and walk shall be replaced.

D. The Work will be constructed under a single prime contract.

1.2 WORK UNDER OTHER CONTRACTS (NOT APPLICABLE)

1.3 FUTURE WORK (NOT APPLICABLE)

1.4 WORK SEQUENCE

A. The Work will be conducted in a single phase.
   1. Phase 1: All Work Under This Contract. Work of this phase shall be substantially complete, ready for occupancy within 180 working days of Notice of Intent To Award.

1.5 CONTRACTOR USE OF PREMISES

A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor’s use of the premises limited only by the Owner’s right to perform work or to retain other contractors on portions of the Project.

B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
1. Owner Occupancy: Allow for Owner occupancy and use by the public.

2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.6 OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner’s operations.

B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. The Designer will prepare a Certificate of Partial Occupancy for each specific portion of the Work to be occupied prior to substantial completion.

2. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions for the building.

3. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions for the building.

1.7 OWNER-FURNISHED PRODUCTS (NOT APPLICABLE)

1.8 MISCELLANEOUS PROVISIONS (NOT APPLICABLE)

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 SCHEDULE OF PRODUCTS ORDERED IN ADVANCE (NOT APPLICABLE)

END OF SECTION 011000
SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Lump-sum allowances.
2. Weather allowances.

C. Related Sections include the following:

1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.

1.3 WEATHER ALLOWANCE

A. Included within the completion period for this project are a specified number of “bad weather” days (see Schedule of Allowances).

B. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor’s scheduled workday, that day shall be declared unavailable for work due to weather (a “bad weather” day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor’s current progress schedule.

C. The Contractor’s Representative and the Construction Representative shall agree monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the “bad weather” days for a particular month, that disagreement shall be noted on this written document and signed by each party’s representative. Failure of the Contractor’s representative to sign the “bad weather” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “bad weather” day determination contained in that document.

D. There will be no modification to the time of contract performance due solely to the failure to deplete the “bad weather” day allowance.
1.4 SELECTION AND PURCHASE (Not Used)

1.5 SUBMITTALS (Not Used)

1.6 COORDINATION (Not Used)

1.7 LUMP-SUM ALLOWANCES (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION (Not Used)

3.2 PREPARATION (Not Used)

3.3 SCHEDULE OF ALLOWANCES
   
   A. Weather Allowance: Included within the completion period for this Project 30 “bad weather” days.

END OF SECTION 012100
SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.

B. Related Sections include the following:

1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.

2. Division 1, Section 013115 “Project Management Communications” for administrative requirements for communications.

3. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.

4. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order requirements.

1.3 REQUESTS FOR INFORMATION

A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation, the Contractor shall submit a “Request for Information” (RFI) in writing to the Designer. A RFI may only be submitted by the Contractor and shall only be submitted on the RFI forms provided by the Owner. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.

B. Responses to RFI shall be issued within ten (10) working days of receipt of the Request from the Contractor unless the Designer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Designer, the Designer will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.

C. Responses from the Designer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Document, the Contractor shall give written
notice to the Designer requesting a Change Order for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor’s right to seek additional time or cost under Article 4, “Changes in the Work” of the General Conditions.

1.4 MINOR CHANGES IN THE WORK

A. Designer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Amount or the Contract Time, on “Designer’s Supplemental Instructions” (DSI).

1.5 PROPOSAL REQUESTS

A. The Designer or Owner Representative will issue a detailed description of proposed Changes in the Work that may require adjustment to the Contract Amount or the Contract Time. The proposed Change Description will be issued using the “Request for Proposal” (RFP) form. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by the Designer or Owner Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within ten (10) working days after receipt of Proposal Request, submit a proposal for the cost adjustments to the Contract Amount and the Contract Time necessary to execute the Change. The Contractor shall submit his proposal on the appropriate Change Order Detailed Breakdown form. Subcontractors may use the appropriate Change Order Detailed Breakdown form or submit their proposal on their letterhead provided the same level of detail is included. All proposals shall include:
   a. A detailed breakdown of costs per Article 4.1 of the General Conditions.
   b. If requesting additional time per Article 4.2 of the General Conditions, include an updated Contractor’s Construction Schedule that indicates the effect of the Change including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, the Designer or Owner Representative will issue a Change Order for signatures of Owner and Contractor on the “Change Order” form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600
SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:
   1. Coordination Drawings.
   2. Administrative and supervisory personnel.
   3. Project meetings.

B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Contractor.

C. Related Sections include the following:
   1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
   3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections, which depend on each other for proper installation, connection, and operation.

B. Coordination: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components including mechanical and electrical.

C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's Construction Schedule.
   2. Preparation of the Schedule of Values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
   6. Preinstallation conferences.
   7. Startup and adjustment of systems.
   8. Project Closeout activities.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
   1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
   1. Post copies of list in Project meeting room. Keep list current at all times.
1.5 PROJECT MEETINGS

A. The Owner’s Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.

1. Minutes: Designer will record and distribute meeting minutes.

B. Progress Meetings: The Owner’s Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 “General Conditions”.

1. Minutes: Designer will record and distribute to Contractor the meeting minutes.

C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
   a. Contract Documents
   b. Options
   c. Related RFIs
   d. Related Change Orders
   e. Purchases
   f. Deliveries
   g. Submittals
   h. Review of mockups
   i. Possible conflicts
   j. Compatibility problems
   k. Time schedules
   l. Weather limitations
   m. Manufacturer's written recommendations
   n. Warranty requirements
   o. Compatibility of materials
p. Acceptability of substrates
q. Temporary facilities and controls
r. Space and access limitations
s. Regulations of authorities having jurisdiction
t. Testing and inspecting requirements
u. Installation procedures
v. Coordination with other Work
w. Required performance results
x. Protection of adjacent Work
y. Protection of construction and personnel

3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.

7. Project name & Number
8. Name and address of Contractor
9. Name and address of Designer
10. RFI number including RFIs that were dropped and not submitted
11. RFI description
12. Date the RFI was submitted
13. Date Designer's response was received
14. Identification of related DSI or Proposal Request, as appropriate

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

B. Division 1, Section 013300 - Submittals

C. Division 1, Section 012600 – Contract Modification Procedures

1.2 SUMMARY

A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.

2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited

B. Support: E-Builder® will provide on-going support through on-line help files.

C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties’ obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files

E. Authorized Users: Access to the web site will be by individuals who are authorized users.

1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: https://oa.mo.gov/facilities/vendor-links/contractor-forms.
Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.

2. Authorized users will be contacted directly and assigned a temporary user password.

3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.

F. Administrative Users: Administrative users have access and control of user licenses and all posted items. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-BUILDER® to send messages. Communication functions are as follows:

1. Document Integrity and Revisions:
   a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
   b. The system shall make it easy to identify revised or superseded documents and their predecessors.
   c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.

2. Document Security:
   a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!

3. Document Integration:
   a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.

4. Reporting:
   a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.

5. Notifications and Distribution:
   a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be
accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

6. Required Document Types:
   a. RFI, Request for Information.
   b. Submittals, including record numbering by drawing and specification section.
   c. Transmittals, including record of documents and materials delivered in hard copy.
   d. Meeting Minutes.
   e. Application for Payments (Draft or Pencil).
   f. Review Comments.
   g. Field Reports.
   h. Construction Photographs.
   i. Drawings.
   j. Supplemental Sketches.
   k. Schedules.
   l. Specifications.
   m. Request for Proposals
   n. Designer’s Supplemental Instructions
   o. Punch Lists

H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
   a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
   b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
   c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.

I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:
1. Providing suitable computer systems for each licensed user at the users normal work location\(^1\) with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.

2. Each of the above referenced computer systems shall have the following minimum system\(^2\) and software requirements:
   a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
      1) Operating System: Windows XP or newer
      2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
      3) Minimum Recommend Connection Speed: 256K or above
      4) Processor Speed: 1 Gigahertz and above
      5) RAM: 512 mb
      6) Operating system and software shall be properly licensed.
      7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
      8) Adobe Acrobat Reader (current version is a free distribution for download).
      9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

\(^{1}\) The normal work location is the place where the user is assigned for more than one-half of his time working on this project.

\(^{2}\) The minimum system herein will not be sufficient for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.
SECTION 013200 – SCHEDULE – BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for a Bar Chart Schedule for the project construction activities, schedule of submittals, and schedule for testing.

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the OA/FMDC Construction Representative.

B. The Contractor shall submit an updated Schedule for presentation at each Monthly Progress Meeting. The Schedule shall be updated by the Contractor as necessary to reflect the current Schedule and its relationship to the original Schedule. The updated Schedule shall reflect any changes in the logic, sequence, durations, or completion date. Payments to the Contractor shall be suspended if the Progress Schedule is not adequately updated to reflect actual conditions.

C. The Contractor shall submit Progress Schedules to Subcontractors to permit coordinating their Progress Schedules to the general construction Work. The Contractor shall coordinate preparation and processing of Schedules and reports with performance of other construction activities.

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed, horizontal bar chart-type Contractor's Construction Schedule. The Contractor for general construction shall prepare the Construction Schedule for the entire Project. The Schedule shall show the percentage of work to be completed at any time, anticipated monthly payments by OA/FMDC Construction Representative, as well as significant dates (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) which shall serve as check points to determine compliance with the approved Schedule.
1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
   
a. If practical, use the same Schedule of Values breakdown for schedule time bars.

2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.

3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.

4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

5. Coordinate the Contractor’s Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.

6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.

B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:

1. Requirement for Phased completion
2. Work by separate Contractors
3. Work by the OA/FMDC Construction Representative
4. Pre-purchased materials
5. Coordination with existing construction
6. Limitations of continued occupancies
7. Un-interruptible services
8. Partial Occupancy prior to Substantial Completion
9. Site restrictions
10. Provisions for future construction
11. Seasonal variations
12. Environmental control

C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:

1. Subcontract awards
2. Submittals
3. Purchases
4. Mockups
5. Fabrication
6. Sample testing
7. Deliveries
8. Installation
9. Testing
10. Adjusting
11. Curing
12. Startup and placement into final use and operation

D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a “major area” is a story of construction, a separate building, or a similar significant construction element.

1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Structural completion.
   b. Permanent space enclosure
   c. Completion of mechanical installation
   d. Completion of the electrical portion of the Work
   e. Substantial Completion

3.3 SCHEDULE OF SUBMITTALS

A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.

B. Prepare the schedule in chronological order. Provide the following information

1. Scheduled date for the first submittal
2. Related Section number
3. Submittal category
4. Name of the Subcontractor
5. Description of the part of the Work covered
6. Scheduled date for resubmittal
7. Scheduled date for the Designer’s final release or approval
C. Distribution: Following the Designer’s response to the initial submittal schedule, print and distribute copies to the Designer, OA/FMDC Construction Representative, subcontractors, and other parties required to comply with submittal dates indicated.

1. Post copies in the Project meeting room.
2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.

D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

3.4 SCHEDULE OF INSPECTIONS AND TESTS

A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.

B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:

1. Specification Section number
2. Description of the test
3. Identification of applicable standards
4. Identification of test methods
5. Number of tests required
6. Time schedule or time span for tests
7. Entity responsible for performing tests
8. Requirements for taking samples
9. Unique characteristics of each service

C. Distribution: Distribute the schedule to the OA/FMDC Construction Representative, Designer, and each party involved in performance of portions of the Work where inspections and tests are required.

END OF SECTION 013200
SECTION 013300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

B. Division 1, Section 013115 “Project Management Communications” for administrative requirements for communications.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:
   1. Shop Drawings
   2. Product Data
   3. Samples
   4. Quality Assurance Submittals
   5. Digital Construction Photographs
   6. Operating and Maintenance Manuals
   7. Warranties

B. Administrative Submittals: Refer to General and Supplementary Conditions other applicable Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
   1. Construction Progress Schedule including Schedule of Values
   2. Performance and Payment Bonds
   3. Insurance Certificates
   4. Applications for Payment
   5. Certified Payroll Reports
   6. Partial and Final Receipt of Payment and Release Forms
   7. Affidavit – Compliance with Prevailing Wage Law
   8. Record Drawings
   9. Notifications, Permits, etc.

C. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.

D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.
1.3 SUBMITTAL PROCEDURES

A. The Contractor shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in Part 3.1 of this section and elsewhere in the Contract Documents. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
   a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

B. Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:
   1. Date of Submission
   2. Name of Project
   3. Location
   4. Section Number of Specification
   5. State Project Number
   6. Name of Submitting Contractor
   7. Name of Subcontractor
   8. Indicate if Item is submitted as specified or as a substitution

1.4 SHOP DRAWINGS

A. Comply with the General Conditions, Article 3.2.

B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
   1. Dimensions
   2. Identification of products and materials included by sheet and detail number
   3. Compliance with specified standards
4. Notation of coordination requirements
5. Notation of dimensions established by field measurement
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½”x11” but no larger than 24”x36”.

1.5 PRODUCT DATA

A. The Contractor shall comply with the General Conditions, Article 3.2.

B. The Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer’s installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information including the following information:
   a. Manufacturer’s printed recommendations
   b. Compliance with Trade Association standards
   c. Compliance with recognized Testing Agency standards
   d. Application of Testing Agency labels and seals
   e. Notation of dimensions verified by field measurement
   f. Notation of coordination requirements

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

1.6 SAMPLES

A. The Contractor shall comply with the General Conditions, Article 3.2.

B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer’s sample including the following:
   a. Specification Section number and reference
   b. Generic description of the Sample
   c. Sample source
   d. Product name or name of the Manufacturer
   e. Compliance with recognized standards
   f. Availability and delivery time

2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other
elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.

b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

c. Refer to other Sections for samples to be returned to the Contractor for incorporation in the Work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.

d. Samples not incorporated into the Work, or otherwise designated as the Owner’s property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.

3. Field samples are full-size examples erected onsite to illustrate finishes, coatings, or finish materials and to establish the Project standard.

a. The Contractor shall comply with submittal requirements to the fullest extent possible. The Contractor shall process transmittal forms to provide a record of activity.

1.7 QUALITY ASSURANCE DOCUMENTS

A. The Contractor shall comply with the General Conditions, Article 3.2

B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer’s instructions, manufacturer’s field reports, and other quality-control submittals as required under other Sections of the Specifications.

C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.

1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.

D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.

E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.

1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.

2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.

3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.
4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

A. The Contractor shall submit all required manufacturer’s operating instructions, maintenance/service manuals, and warranties in accordance with the General Conditions, Article 3.5, and Supplementary Conditions along with this and other Sections of the Contract Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

A. Contractor shall submit the following information for materials and equipment to be provided under this contract.
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<th>SECTION</th>
<th>DESCRIPTION</th>
<th>Shop Dwg / Drgs</th>
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<th>Product Data</th>
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**END OF SECTION 013300**
SECTION 013513.25 – SITE SECURITY AND HEALTH REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUBMITTALS

A. List of required submittals:
   1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
   2. Schedule of proposed shutdowns, if applicable.
   3. A list of the names of all employees who will submit fingerprints for a background check, and the signed privacy documents identified below for each employee.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.

B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.

C. The Contractor shall provide the name and phone number of the Contractor’s employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.

D. All construction personnel shall visibly display issued identification cards.

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
   1. Onsite burning is prohibited.
   2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
   3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of
flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.

B. The Contractor shall not obstruct streets or walks without permission from the Owner’s Construction Representative and Facility Representatives.

C. The Contractor’s personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.

D. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers, and shall not dispose of volatile wastes or oils in storm or sanitary drains.

E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste, and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.

F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner’s Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.

G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.

H. Alcoholic beverages or illegal substances shall not be brought upon the Facility premises. The Contractor’s workers shall not be under the influence of any intoxicating substances while on the Facility premises.

I. Masks shall be worn when the minimum required social distancing (6 feet minimum) is not possible.

3.3 MSHP SECURITY CLEARANCE REQUIREMENTS

A. Contractor Background Screening Policy: As a normal business activity, the Missouri State Highway Patrol (MSHP) may contract with external companies to perform various duties for the Missouri State Highway Patrol. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. A contractor’s proposed candidate may also be required to undergo a MSHP approved drug screening. This background check requirement will be included as part of all PAQs or solicitations for bids. The contract/PAQ award is contingent upon the proposed candidate background checks being completed.

B. This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States, the contractor will submit similar documentation from their respective country. Qualification to work on contract will be based upon the following criteria:

1. A felony conviction or guilty plea will be an automatic disapproval of the candidate.
2. Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.

3. Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.

4. Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.

C. For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.

D. Contractors will be required to undergo a background check at a minimum once every five years. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.

E. The CSO or their designee will maintain a list of contractors who have been approved to work at the MSHP.

F. If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.

G. The CSO for the MSHP has the right to approve or disapprove any candidate and has the right to revoke a candidate’s approval at any time.

H. The FBI CJIS Security Policy requires the MSHP to conduct background checks on all contractors needing MSHP access.

I. Contractors working on-site and/or need escorted access are required to provide name, date of birth and social security number to enable the MSHP to run a name based background check prior to their arrival on-site.

J. Contractors working on-site with unescorted access and/or need access to our network are required to submit fingerprints. Required fields for print cards are as follows:

1. ORI: MOMHP0070
2. OCA: CONTRACTOR
3. Employer and Address: COMPANY NAME AND ADDRESS
4. Reason Fingerprinted: CONTRACTOR

K. The FBI CJIS Security Policy requires the Missouri State Highway Patrol to conduct background checks on all contractors needing Patrol access.

Please provide name of your company, mailing address, point of contact with email address and phone number. If possible, include a list of employee names submitting background checks for verification purposes.
Requirements are as follows:

1. **Fingerprint submission** - employees may go online to MACHS.MO.GOV, click on fingerprint portal to register. The SHP-984 MACHS Fingerprint Instruction Form Link is located at:

   https://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/documents/SHP-984_MACHS_Fingerprint_Instruction_Form.pdf

   Payment of $33.25 is due at the time of service.

   Instructions for fingerprint submission(s) for applicants residing outside of Missouri may be found at:

   https://www.mshp.dps.missouri.gov/MSHPWeb/PatrolDivisions/CRID/crimRecChk.html

   Required fields for print cards or digital prints:

   - **ORI:** MOMHP0070
   - **REGISTRATION NUMBER:** 7965
   - **OCA DESIGNATION:** CONTRACTOR
   - **AGENCY NAME:** CJIS INFO SECURITY UNIT CONTRACTORS

2. **Security Awareness Test** - employees may go online at www.cjisonline.com to take the security awareness test. Please provide a designated employee including their email address and phone number, from your company to be assigned as the CJIS Online Administrator allowing them to oversee all employee certification tests and fingerprint submission profiles.

   **If the online Security Awareness Test is not an option, please contact: securityaudit@mshp.dps.mo.gov or call 573-526-6153 x2658.**

   Once fingerprints, security forms and security awareness tests have been completed, background results with yes/no approved access will be provided via encrypted email.

   Those needing the results may request them from the Security Audit Compliance Unit at securityaudit@mshp.dps.mo.gov and call 573-526-6153 x2658 for the encrypted password and for further questions or assistance.

   L. Once background checks are completed, results will be returned via encrypted email to the requestor. Processing time varies. Please contact the Security Audit and Compliance Unit for questions at 573-526-6153 x2658.

3.4 **DISRUPTION OF UTILITIES**

   A. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and the Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.

   B. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and Facility Representative before closing any access drives, and shall make temporary access available, if possible. The Contractor shall not obstruct streets, walks, or parking.
END OF SECTION 013513.25
SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.

B. Temporary utilities include, but are not limited to, the following:
   1. Water service and distribution
   2. Temporary electric power and light
   3. Temporary heat
   4. Ventilation
   5. Telephone service
   6. Sanitary facilities, including drinking water
   7. Storm and sanitary sewer

C. Support facilities include, but are not limited to, the following:
   1. Field offices and storage sheds
   2. Temporary roads and paving
   3. Dewatering facilities and drains
   4. Temporary enclosures
   5. Hoists and temporary elevator use
   6. Temporary project identification signs and bulletin boards
   7. Waste disposal services
   8. Rodent and pest control
   9. Construction aids and miscellaneous services and facilities

D. Security and protection facilities include, but are not limited to, to following:
   1. Temporary fire protection
   2. Barricades, warning signs, and lights
   3. Sidewalk bridge or enclosure fence for the site
   4. Environmental protection
1.3 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

1.4 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
   1. Building code requirements
   2. Health and safety regulations
   3. Utility company regulations
   4. Police, fire department, and rescue squad rules
   5. Environmental protection regulations

   1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner’s Construction Representative, change over from use of temporary service to use of permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.
PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

B. Lumber and Plywood:
   1. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses as required.
   2. For fences and vision barriers, provide minimum 3/9” (9.5mm) thick exterior plywood.
   3. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8” (16mm) thick exterior plywood.

C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.

D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary office, shops, and shed.

E. Paint: Comply with requirements of Division 9 Section “Painting”.
   1. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.

F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

G. Water: Provide potable water approved by local health authorities.

H. Open-Mesh Fencing: Provide 0.120” (3mm) thick, galvanized 2” (50mm) chainlink fabric fencing 6’ (2m) high with galvanized steel pipe posts, 1½” (38mm) ID for line posts and 2½” (64mm) ID for corner posts.

2.2 EQUIPMENT

A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.

B. Water Hoses: Provide ¾” (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100’ (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.

F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

G. Temporary Offices: Provide prefabricated or mobile units with lockable entrances, operable windows, and serviceable finishes as necessary. Construction trailer (temporary office) to be coordinated with Owner’s representative.

H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each Facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.

3. Obtain easements to bring temporary utilities to the site where the Owner’s easements cannot be used for that purpose.

4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.

B. Temporary Water Service: Install water service and distribution piping of sizes and pressures adequate for construction.

   1. Sterilization: Sterilize temporary water piping prior to use.

C. Temporary Water Service: The Owner will provide water for tool cleaning and testing purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Owner’s Construction Representative. Water required for construction, including service and distribution piping of sizes and pressures adequate for construction, shall be provided by the Contractor at the Contractor’s sole expense.

D. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.

   1. Install electric power service underground, except where overhead service must be used.

   2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125V, AC 20ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.

E. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.

   1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.

F. Temporary Heating: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

   1. Heating Facilities: Except where the Owner’s Construction Representative authorizes use of the permanent system, provide vented, self-contained, LP gas or fuel-oil heaters with individual space thermostatic control.
2. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.

G. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.

H. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities.
   1. Telephone Lines: Provide telephone lines for the following:
      a. Where an office has more than two (2) occupants, install a telephone for each additional occupant or pair of occupants.
      b. Provide a dedicated telephone for a fax machine as needed.
      c. Provide a separate line for the Owner’s Construction Representative’s use.
   2. At each telephone, post a list of important telephone numbers.

I. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project’s needs.
   1. Shield toilets to ensure privacy.
   2. Provide separate facilities for male and female personnel.
   3. Provide toilet tissue materials for each facility.

J. Temporary Toilets: Use of the Owner’s existing toilet facilities will not be permitted.

K. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
   1. Provide paper towels or similar disposable materials for each facility.
   2. Provide covered waste containers for used material.
   3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

L. Drinking-Water Facilities: Provide drinking-water availability as needed, including paper cup supply.

M. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.
3.3 SUPPORT FACILITIES INSTALLATION

A. Storage Facilities: Limited areas for storage of building materials are available onsite. The Contractor shall provide his own security. Specific locations for storage and craning operations will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.

B. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Designer.

   1. Paving: Comply with instructions of Designer or Owner Representative for Hot-Mixed Asphalt Paving should construction and maintenance of temporary paving be required.
   2. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
   3. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.
   4. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
   5. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.

C. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.

D. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.

E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

   1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
   2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
   3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

F. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.

G. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.
   1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
   2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

H. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.

I. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

J. Rodent Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures are regular intervals so the Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.

B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.
   1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
   2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.

4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

C. Permanent Fire Protection: At the earliest feasible date in each area of the Project complete installation of the permanent fire-protection facility including connected services and place into operation and use. Instruct key personnel on use of facilities.

D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.

E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

F. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the Contractor’s property. The Owner reserves the right to take possession of project identification signs.

2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances as required by the governing authority.

3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
   a. Replace air filters and clean inside of ductwork and housing.
   b. Replace significantly worn parts and parts subject to unusual operating conditions.
   c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000
SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for cleaning during the Project.

B. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.

1. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.

2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator for the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General

1. Retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials.

2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.

4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.

B. Site

1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly, inspect all arrangements of materials stored onsite. Re-stack, tidy, or otherwise service all material arrangements.

3. Maintain the site in a neat and orderly condition at all times.

C. Structures

1. Daily, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.

2. Weekly, sweep all interior spaces clean. “Clean” for the purposes of this paragraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.

3. In preparation for installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.

4. Following the installation of finish floor materials, clean the finish floor daily while work is being performed in the space in which finish materials have been installed. “Clean” for the purposes of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Construction Representative, may be injurious to the finish of the finish floor material.

3.2 FINAL CLEANING

A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer’s instructions.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.

2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

3. Remove petrochemical spills, stains, and other foreign deposits.

4. Remove tools, construction equipment, machinery, and surplus material from the site.

5. Remove snow and ice to provide safe access to the building.

6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo, if required.

10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

11. Remove labels that are not permanent labels.

12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
   a. Do not paint over “UL” and similar labels, including mechanical and electrical nameplates.

13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.

15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

16. Clean ducts, blowers, and coils if units were operated without filters during construction.

17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.

18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.

19. Leave the Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.

D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner’s property.

END OF SECTION 017400
SECTION 024116 - LIMITED DEMOLITION

PART 1 - GENERAL

1.1 SCOPE

A. Provide structure demolition work, complete, including removal and disposal of demolished materials.

1.2 SUBMITTALS

A. Prior to starting work, submit a demolition schedule indicating proposed methods and operations of demolition. Provide a detailed sequence of demolition and removal work to ensure the uninterrupted progress of the Owner's operations.

1.3 JOB CONDITIONS

A. Occupancy: Building will be occupied during construction; accommodate use by Owner during construction.

B. Partial Removal: Items of salvable value to the Contractor may be removed from the structure as the work progresses. Salvaged items must be transported from the site as they are removed. Storage or sale of removed items on the site will not be permitted.

C. Utility Services: Maintain existing utilities, indicated to remain, keep in service, and protect against damage during demolition operations.

PART 2 - PRODUCTS - Not Applicable

PART 3 - EXECUTION

3.1 DEMOLITION

A. Pollution Controls: Use temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection. If Owner is occupying facility during demolition, provide suitable methods to prevent the infiltration of construction dust and particulates from the occupied spaces.

B. Structure Demolition: Demolish indicated sections of building thereof completely and remove from the site. Use such methods as required to complete the work within the limitations of governing regulations.

C. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
D. Protection: Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.

E. Damages: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

F. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb and immediately notify the Designer or Owner Representative.

G. Evaluation & Assessment:
   1. Inventory and record condition of items to be removed and reinstalled and items to be removed and salvaged.
   2. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure nature and extent of conflict. Promptly notify the Designer or Owner Representative.

H. Temporary Shoring:
   1. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

I. Selective Demolition Procedures for Specific Materials:
   1. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts. Removed concrete pavement shall be rubblized and deposited on site at the location shown on the plans. Rubblized concrete pavement shall not be used in the construction of new pavement sections.
   2. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
   3. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

3.2 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Remove from the site, debris, rubbish, and other materials resulting from demolition operations. Burning of removed materials from demolished structures will not be permitted on the site.

B. Removal: Transport materials removed from demolished structures and dispose of legally off the site unless otherwise noted on plans. Concrete pavement sections shown to be removed
shall be rubblized and deposited on site at the location shown on the plans. Rubblized concrete pavement shall not be used in the construction of new pavement sections.

END OF SECTION 024116
SECTION 032000 – CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY
A. Section includes providing all materials, labor and equipment necessary for the placement of reinforcing steel in accordance with the plans and/or as herein specified.

1.2 ACTION SUBMITTALS
A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS
A. Material certificates.
B. Material test reports.
C. Sample warranty.

1.4 CLOSEOUT SUBMITTALS (NOT APPLICABLE)

PART 2 - PRODUCTS

2.1 MATERIALS
A. Reinforcing shall be welded wire reinforcement (fabric) meeting the requirements of AASHTO M 336-20, latest revision.

2.2 SOURCE QUALITY CONTROL
A. Factory Tests: Test and inspect final product according to applicable ASTM standards – A1064.
B. Welded wire reinforcement will be considered defective if it does not pass tests and inspections.
C. Prepare test and inspection reports.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine steel after placement. Under no circumstances shall concrete be poured until the steel placement is approved by OA/FMDC Construction Representative and/or Designer.

3.2 INSTALLATION

A. The ends of all reinforcing bars shall be hooked unless specifically noted to the contrary on the drawings or in places where hooks are not feasible because of other construction conditions.

B. The metal reinforcement shall be protected by the thickness of concrete indicated in the plans. Where not otherwise shown, the thickness of concrete over the reinforcement shall be as follows:
   1. Where concrete is deposited against the ground without the use of forms, not less than 2 ½ inches.
   2. Where concrete is exposed to the weather, or exposed to the ground but placed in forms, not less than 2 inches for diameters more than 5/8 inches and 1½ inches for diameters 5/8 inches or less.
   3. In all cases, the thickness of concrete over the reinforcement bars shall be at least equal to ten times the diameter of the wire.

C. All reinforcement shall be free from rust, scale or other coatings that will destroy or reduce the bond of the concrete to the steel. Where there may be a delay in depositing concrete, the reinforcement shall be re-inspected and when necessary, cleaned to the satisfaction of the OA/FMDC Construction Representative and/or Designer.

3.3 FIELD QUALITY CONTROL (NOT APPLICABLE)

END OF SECTION 032111
SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section Includes:
   1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:
   1. Section 312000 "Earth Moving" for drainage fill under slabs-on-ground.
   2. Section 321313 "Concrete Paving" for concrete pavement and walks.

1.3 DEFINITIONS
A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS
A. Product Data: For each of the following.
   1. Portland cement.
   2. Fly ash.
   3. Aggregates.
   4. Admixtures:
      a. Include limitations of use, including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
   5. Curing materials.
   7. Repair materials.

B. Design Mixtures: For each concrete mixture, include the following:
1. Mixture identification.
2. Minimum 28-day compressive strength.
3. Durability exposure class.
4. Maximum w/cm.
5. Slump limit.
6. Air content.
7. Nominal maximum aggregate size.
8. Intended placement method.
9. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Shop Drawings:
1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
   a. Location of construction joints is subject to approval of the Engineer.

D. Samples: N/A.

E. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article, including the following:
1. Concrete Class designation.
2. Location within Project.
3. Exposure Class designation.
4. Formed Surface Finish designation and final finish.
5. Curing process.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:
1. Installer: Include copies of applicable ACI certificates.
2. Ready-mixed concrete manufacturer.
3. Testing agency: Include copies of applicable ACI certificates.

B. Material Certificates: For each of the following, signed by manufacturers:
1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
5. Adhesives.
8. Repair materials.

C. Material Test Reports: For the following, from a qualified testing agency:
1. Portland cement.
2. Fly ash.
3. Aggregates.
4. Admixtures:
   a. Permeability-Reducing Admixture: Include independent test reports, indicating compliance with specified requirements, including dosage rate used in test.

D. Preconstruction Test Reports: For each mix design.

E. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

B. Laboratory Testing Agency Qualifications: A testing agency qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated and employing an ACI-certified Concrete Quality Control Technical Manager.

   1. Personnel performing laboratory tests shall be an ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

C. Field Quality Control Testing Agency Qualifications: An independent agency, acceptable to OA/FMDC Construction Representative and/or Designer, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

   1. Personnel conducting field tests shall be qualified as an ACI Concrete Field Testing Technician, Grade 1, in accordance with ACI CPP 610.1 or an equivalent certification program.

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.

   1. Include the following information in each test report:

      a. Admixture dosage rates.
      b. Slump.
      c. Air content.
      d. Seven-day compressive strength.
      e. 28-day compressive strength.
      f. Permeability.
1.8 DELIVERY, STORAGE, AND HANDLING
A. Comply with ASTM C94/C94M and ACI 301.

1.9 FIELD CONDITIONS
A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.
   1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   2. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
   3. Do not use frozen materials or materials containing ice or snow.
   4. Do not place concrete in contact with surfaces less than 35 deg F, other than reinforcing steel.
   5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
   1. Maintain concrete temperature at time of discharge to not exceed 95 deg F.
   2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL
A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS
A. Source Limitations:
   1. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.
   2. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.
   3. Obtain aggregate from single source.
   4. Obtain each type of admixture from single source from single manufacturer.

B. Cementitious Materials:
   1. Portland Cement: ASTM C150/C150M, Type I or Type III.
   2. Fly Ash: ASTM C618, Class C or F, upon approval of OA/FMDC Construction Representative and/or Designer.
C. Normal-Weight Aggregates: ASTM C33/C33M, Class 3M coarse aggregate or better, graded. Provide aggregates from a single source.
   2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Air-Entraining Admixture: ASTM C260/C260M.

E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride in steel-reinforced concrete. Admixtures upon approval of OA/FMDC Construction Representative and/or Designer.
   1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
   2. Retarding Admixture: ASTM C494/C494M, Type B.
   3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
   4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
   5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
   6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
      a. Permeability: No leakage when tested in accordance with U.S. Army Corps of Engineers CRD C48 at a hydraulic pressure of 200 psi for 14 days.


2.3 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

   1. Color:
      a. Ambient Temperature Below 50 deg F: Black.
      b. Ambient Temperature between 50 deg F and 85 deg F: Any color.
      c. Ambient Temperature Above 85 deg F: White.


E. Water: Potable or complying with ASTM C1602/C1602M.

2.4 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
   1. Total of Fly Ash or Other Pozzolans and Silica Fume: 35 percent by mass with fly ash or pozzolans not exceeding 25 percent by mass and silica fume not exceeding 10 percent by mass upon approval of OA/FMDC Construction Representative and/or Designer.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
   1. Use water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
   2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
   3. Use water-reducing admixture in pumped concrete and concrete with a w/cm below 0.50.

2.5 CONCRETE MIXTURES

A. Class as specified in Section 321313 - Concrete Paving.
   1. Minimum Compressive Strength: 4500 psi at 28 days.
   2. Maximum w/cm: 0.50.
   3. Slump Limit: 4 inches plus or minus 1 inch.
   4. Air Content:
      a. Exposure Classes F2 and F3: 5.5 percent, plus or minus 1.5 percent at point of delivery for concrete containing 1-1/2-inch nominal maximum aggregate size.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:
   1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
   2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:
   1. Daily access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
4. Security and protection for test samples and for testing and inspection equipment at Project site.

### 3.3 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.

1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

### 3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.

1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify OA/FMDC Construction Representative and/or Designer and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, or during placement unless approved by OA/FMDC Construction Representative and/or Designer in writing, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
   a. Do not use vibrators to transport concrete inside forms.
b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.

c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.

d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Do not place concrete floors and slabs in a checkerboard sequence.

2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.


4. Screed slab surfaces with a straightedge and strike off to correct elevations.

5. Level concrete, cut high areas, and fill low areas.

6. Slope surfaces uniformly to drains where required.

7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.

8. Do not further disturb slab surfaces before starting finishing operations.

3.5 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:

1. ACI 301 Surface Finish SF-1.0: As-cast concrete texture imparted by form-facing material.
   a. Patch voids larger than 1-1/2 inches wide or 1/2 inch deep.
   b. Remove projections larger than 1 inch.
   c. Tie holes do not require patching.
   d. Surface Tolerance: ACI 117 Class D.
   e. Apply to concrete surfaces not exposed to public view.

2. ACI 301 Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
   a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
   b. Remove projections larger than 1/4 inch.
   c. Patch tie holes.
   d. Surface Tolerance: ACI 117 Class B.
   e. Locations: Apply to concrete surfaces exposed to public view.

3. ACI 301 Surface Finish SF-3.0:
   a. Patch voids larger than 3/4 inch wide or 1/2 inch deep.
   b. Remove projections larger than 1/8 inch.
   c. Patch tie holes.
   d. Surface Tolerance: ACI 117 Class A.
e. Locations: Apply to concrete surfaces exposed to public view.

B. Related Unformed Surfaces:

1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.6 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, rest straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Trowel Finish:

1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and rest straighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces exposed to view.
7. Finish surfaces to the following tolerances, in accordance with ASTM E1155, for a randomly trafficked floor surface:

C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with OA/FMDC Construction Representative and/or Designer before application.

D. Slip-Resistive Finish: Before final floating, apply slip-resistant aggregate finish to concrete stair treads, platforms, ramps as indicated on Drawings

1. Apply in accordance with manufacturer's written instructions and as follows:
   a. Uniformly spread 25 lb/100 sq. ft. of dampened slip-resistant aggregate over surface in one or two applications.
   b. Tamp aggregate flush with surface, but do not force below surface.
   c. After broadcasting and tamping, apply float finish.
   d. After curing, lightly work surface with a steel wire brush or an abrasive stone and water to expose slip-resistant aggregate.
3.7 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:
   1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
   2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
   3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.8 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
   1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
   2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.
   3. Maintain moisture loss no more than 0.2 lb/sq. ft. x h before and during finishing operations.

B. Curing Formed Surfaces: Comply with ACI 308.1 as follows:
   1. Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces.
   2. Cure concrete containing color pigments in accordance with color pigment manufacturer's instructions.
   3. If forms remain during curing period, moist cure after loosening forms.
   4. If removing forms before end of curing period, continue curing for remainder of curing period, as follows:
      a. Continuous Fogging: Maintain standing water on concrete surface until final setting of concrete.
      b. Continuous Sprinkling: Maintain concrete surface continuously wet.
      c. Absorptive Cover: Pre-dampen absorptive material before application; apply additional water to absorptive material to maintain concrete surface continuously wet.
      d. Water-Retention Sheeting Materials: Cover exposed concrete surfaces with sheeting material, tapering, or lapping seams.
      e. Membrane-Forming Curing Compound: Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
         1) Recoat areas subject to heavy rainfall within three hours after initial application.
         2) Maintain continuity of coating and repair damage during curing period.

C. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:
   1. Begin curing immediately after finishing concrete.
3.9 **TOLERANCES**

A. Conform to ACI 117.

3.10 **JOINT FILLING**

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.

D. Overfill joint, and trim joint filler flush with top of joint after hardening.

3.11 **FIELD QUALITY CONTROL**

A. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

   1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31/C31M.
   2. Testing agency shall immediately report to OA/FMDC Construction Representative and/or Designer, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
   3. Testing agency shall report results of tests and inspections, in writing, to OA/FMDC Construction Representative and/or Designer, Contractor, and concrete manufacturer within 48 hours of inspections and tests.

a. Test reports shall include reporting requirements of ASTM C31/C31M, ASTM C39/C39M, and ACI 301, including the following as applicable to each test and inspection:

   1) Project name.
   2) Name of testing agency.
   3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
   4) Name of concrete manufacturer.
   5) Date and time of inspection, sampling, and field testing.
   6) Date and time of concrete placement.
   7) Location in Work of concrete represented by samples.
   8) Date and time sample was obtained.
   9) Truck and batch ticket numbers.
   10) Design compressive strength at 28 days.
   11) Concrete mixture designation, proportions, and materials.
   12) Field test results.
13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.

14) Type of fracture and compressive break strengths at seven days and 28 days.

B. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

C. Inspections:
   1. Verification of use of required design mixture.
   2. Concrete placement, including conveying and depositing.
   3. Curing procedures and maintenance of curing temperature.
   4. Batch Plant Inspections: On a random basis, as determined by OA/FMDC Construction Representative and/or Designer.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172/C 172M shall be performed in accordance with the following requirements:

   1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
      a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

   2. Slump: ASTM C143/C143M:
      a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
      b. Perform additional tests when concrete consistency appears to change.

   3. Air Content: ASTM C231/C231M pressure method, for normal-weight concrete.
      a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

   4. Concrete Temperature: ASTM C1064/C1064M:
      a. One test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.

   5. Unit Weight: ASTM C567/C567M fresh unit weight of structural lightweight concrete.
      a. One test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

   6. Compression Test Specimens: ASTM C31/C31M:
a. Cast and laboratory cure two sets of three 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
b. Cast, initial cure, and field cure two sets of three standard cylinder specimens for each composite sample.

   a. Test one set of two laboratory-cured specimens at seven days and one set of two specimens at 28 days. Hold remaining cylinders.
   b. Test one set of two field-cured specimens at seven days and one set of two specimens at 28 days. Hold remaining cylinders.
   c. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.

9. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5000 psi.

10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by OA/FMDC Construction Representative and/or Designer but will not be used as sole basis for approval or rejection of concrete.

11. Additional Tests:
   a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by OA/FMDC Construction Representative and/or Designer.
   b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42/C42M or by other methods as directed by OA/FMDC Construction Representative and/or Designer.

   1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 section 1.6.6.3.

12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

**3.12 PROTECTION**

A. Protect concrete surfaces as follows:

1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit use of pipe-cutting machinery over concrete surfaces.
4. Prohibit placement of steel items on concrete surfaces.
5. Prohibit use of acids or acidic detergents over concrete surfaces.

END OF SECTION 033000
SECTION 040100 - MASONRY RESTORATION & CLEANING

PART 1 - GENERAL

1.1 SCOPE

1.1 A. Determine cleaning proper cleaning materials and methods and provide cleaning of existing brick masonry, cast stone, and stone work, complete. By submitting bid contractor shall be deemed to have visited project site and determined conditions effecting work of this section.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

1.2 A. Water Repellent Treatment 07 1900,

1.3 SUBMITTALS

1.3 A. Manufacturer's Data: Submit manufacturer's technical data and application instructions. Transmit a copy to Installer.

1.4 QUALITY ASSURANCE

1.4 A. Applicator: Firm with at least five years successful experience in masonry restoration and cleaning, completely familiar with specified manufacturer's available products and methods.

PART 2 - PRODUCTS

2.1 MASONRY CLEANERS

2.1 A. Products by ProSoCo, Inc, are basis of design and are listed below. Equivalent products by Deidrich Technologies, Inc., EaCo Chem, Inc. or equal are acceptable.

   1. Use “Enviro Klean ReKlaim” Cleaner by ProSoCo., Inc., or approved equal cleaner recommended by specified manufacturers listed above for project conditions and verified by field tests to provide gentlest method of cleaning existing masonry.

   2. Use “Sure Klean” Limestone & Masonry Afterwash by ProSoCo., Inc., or approved equal cleaner recommended by specified manufacturers listed above for project conditions after cleaning to remove cleaner and neutralize surfaces.

PART 3 - EXECUTION

3.2 APPLICATION

3.2 A. Clean masonry as recommended by manufacturer and determined by field tests and as approved by the Designer or Owner Representative.

   B. Protect adjacent surfaces, especially metal surfaces from exposure to cleaning solution.
C. Clean up and dispose of excess cleaning and sealing materials per manufacturer’s recommendations.

END OF SECTION 040100
PART 1 - GENERAL

1.1 SCOPE

A. Provide all brick masonry work as described in documents.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

A. Water Repellent Treatment; Section 07 1900.
B. Joint Sealers; Section 07 9000.

1.3 QUALITY ASSURANCE

A. Codes and Standards: Provide material and work complying with referenced codes, regulations and standards.

B. Construction Tolerances:

1. Variation from Plumb: For vertical lines and surfaces of columns, walls, and arise do not exceed 1/4" in 10', or 3/8" in a story height not to exceed 20', nor 1/2" in 40' or more. For external corners, expansion joints, control joints and other conspicuous lines, do not exceed 1/4" in any story of 20' maximum, nor 1/2" in 40' or more.

2. Variation from Level: For lines of exposed lintels, sills, parapets, horizontal grooves and other conspicuous lines, do not exceed 1/4" in any bay or 20' maximum, nor 3/4" in 40' or more.

3. Variation of Linear Building Line: For position shown in plan and related portion of columns, walls and partitions, do not exceed 1/2" in any bay or 20' maximum, nor 3/4" in 40' or more.

4. Variation in Cross-Sectional Dimensions: For columns and thickness of walls, from dimensions shown, do not exceed minus 1/4" nor plus 1/2".

1.4 JOB CONDITIONS

A. Prevent grout or mortar from staining the face of masonry to be left exposed or painted. Immediately remove grout or mortar in contact with masonry. Protect sills, ledges and projections from droppings of mortar.

B. Do not lay masonry when the temperature of outside air is below 40°F, unless means are provided to heat and maintain the temperature of the masonry materials and protect the completed work from freezing. Protection shall consist of heating and maintaining the temperature of the masonry materials to at least 40°F, and maintaining an air temperature above 40°F on both sides of the masonry for at least 48 hrs.
PART 2 - PRODUCTS

2.1 FACING BRICK

A. Modular Brick: ASTM C 216, Type FBS, Grade SW, 3-5/8" x 2-1/4" x 7-5/8", in color and texture as selected by the Architect. (Re-use and/or match existing brick)

2.2 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150 Type I, non-staining (less than 0.60% free alkalies), except Type III may be used for cold weather construction. Provide natural color or white cement as required to produce required mortar color.

B. Masonry Cement: ASTM C 91, Type II, non-staining (less than 0.03% free alkalies).

C. Hydrated Lime: ASTM C 207, Type S.

D. Aggregate for Mortar: Sand, conforming to ASTM C 144 or ASTM C 404, Size No. 2.

E. Fine Aggregate for Mortar and Grout: Sand, conforming to ASTM C 144 or ASTM C 404, Size No. 2.

F. Course Aggregate for Grout: ASTM C 404, Size No. 8 or Size No. 89.

G. Mortar Colors: Lightfast, Synthetic mineral oxides for all exposed brick work, color as selected by Architect. – Match existing

H. Water: Clean, drinkable.

2.3 MASONRY ACCESSORIES

A. Wall Ties and Anchors: Products of Hohmann & Barnard, INC (H-B) are specified. Equivalent products of AA Wire Products, Heckman Building Products, Inc., National Wire Products Corp., or James Taylor, Inc. (Ty-Wall) are acceptable.

1. At Wythes in Brick Adjustable rectangular wall ties, 3/16" steel wire, ASTM A 82 with galvanized finish complying with either ASTM A 641, Class 3, or ASTM A 153, Class B (hot-dipped); HB-213 Adjustable Veneer Anchor.


2.4 CONCEALED FLASHING

A. Nervastral HD, 20 mil thick elastic sheet, Bituthene Perm-A-Barrier Wall Flashing, 40 mil thick, Dur-O-Wal Fiberweb 200 with mylar joint tape, or approved equal.
2.5 CONTROL JOINTS MATERIAL

A. Specified and furnished in Section 07 9000, installed under this section.

2.6 MORTAR AND GROUT MIXTURES

A. Mortar Mix: ASTM C 270, Type N.

B. Grout Mix: ASTM C 476, Type PL, (2,500 psi).

C. Measure and batch materials either by volume or weight, such that required proportions can be accurately controlled and maintained. Measurement of sand exclusively by shovel will not be permitted. Mix mortars with the maximum amount of water consistent with workability to provide maximum tensile bond strength within the capacity of mortar. Mix ingredients for a minimum of 5 minutes in a mechanical mixer. Do not use mortar or grout which has begun to set, or if more than 2-1/2 hours has elapsed since initial mixing. Retemper mortar during 2-1/2 hour period as required to restore workability. Do not add air-entraining agents or other admixtures to mortar or grout materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which masonry is to be installed. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Brick: Wet clay brick having ASTM C 67 absorption rates greater than 0.025 oz. per sq. in. per minute.

3.3 INSTALLATION

A. Cut masonry units using motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to fit adjoining work neatly. Use full-size units without cutting wherever possible.

B. Match coursing, bonding, color and texture of new masonry work with existing work.

3.4 LAYING MASONRY WALLS

A. Lay walls plumb and true to comply with specified tolerances, with courses level, accurately spaced and coordinated with other work.

B. Weepholes: Open head joints.

C. Lay brick with completely filled bed, head and collar joints; butter ends with sufficient mortar
to fill head joints and shove into place. Do not slush head joints. Lay in running bond with vertical joint in each course centered on units in course above and below, except where other coursing is indicated. Provide weepholes in exterior walls immediately above ledges and flashing spaced 24" o.c., unless otherwise indicated.

D. Joints: Lay walls with 3/8" joints. Use as dry a mortar mix as practicable and compress joints as much as possible to produce a dense tight joint.

2. Exposed brick joints: Tooled.

3.5 FLASHING

A. Comply with the manufacturer's instructions for handling and installation of flashing to provide a complete membrane over the area to be flashed. Seal all projections through the sheet and lap and seal all seams. Bond as recommended by the manufacturer.

3.6 REPAIR, POINTING AND CLEANING

A. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence of placement.

B. Pointing: During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point-up all joints at corners, openings and adjacent work to provide a neat, uniform appearance, properly prepared for application of caulking or sealant compounds.

C. Clean exposed brick masonry surfaces by the bucket and brush hand cleaning method or by high pressure water method.

END OF SECTION 042000
SECTION 055000 - METAL FABRICATIONS & MISCELLANEOUS METAL WORK

PART 1 - GENERAL

1.1 SCOPE

A. Provide metal fabrications and miscellaneous metal work, complete, including but not limited to the following.
   1. Railings and handrails.
   2. Guard rails and posts.
   3. Furnish miscellaneous metal steel attachments, anchors, plates, angles, etc.
   4. Include all anchors, angles, bolts, expansion shields for items in this section only, and other accessories shown in details and/or required for the complete installation of all work.

1.2 SUBMITTALS

A. Submit shop drawings for the fabrication and erection of all assemblies of miscellaneous metal work. Include plans, elevations, and details of sections and connections. Show anchorage and accessory items.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Miscellaneous Steel Bars, Rods and Shapes: ASTM A 36, ASTM A 283, ASTM A 108, ASTM A 663, ASTM A 501, and ASTM A 575, as applicable.

B. Stainless Steel Alloys: Type 304 (UNS S30400): Austenitic stainless steel with non-magnetic properties in annealed condition that provide good corrosion resistance to both chemical and atmospheric exposures, with high resistance to oxidations. Most common and widely used stainless steel.


E. Anchor Bolts: Furnish and deliver to site, anchor bolts and other items to be embedded in concrete. Provide necessary shop details and diagrams for concrete forms and, if required, provide templates to insure proper and accurate locations and setting of anchor bolts.

F. Toggle Bolts: Tumble-wing type Fed. Spec. FF-B-588 type, class and style as required.


J. Miscellaneous Items: Furnish bent or otherwise custom fabricated bolts, plates, z-clips, anchors, hangers, dowels and other miscellaneous steel shapes as required for framing and supporting wood work and for anchoring or securing woodwork to concrete or other structures. Straight bolts and other stock rough hardware items are specified in Section 06 1000.

2.2 FABRICATION

A. Workmanship: Use materials of size and thickness shown or, if not shown, of required size and thickness to produce strength and durability in finished product. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.

B. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32” unless otherwise shown. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

C. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.

D. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of type shown or, if not shown, Phillips flat-head (countersunk) screws or bolts. Provide for anchorage of type shown, coordinated with supporting structure. Fabricate and space anchoring devices to provide adequate support for intended use. Cut reinforce, drill and tap miscellaneous metal work as indicated to receive finish hardware and similar items.

E. Shop Painting:

1. Shop paint miscellaneous metal work, except concealed metal work, members or portion of members to be embedded in concrete or masonry, surfaces and edges to be field welded, and galvanized surfaces, unless otherwise specified.
2. Remove oil, grease and similar contaminants in accordance with SSPC SP-1.
3. Remove scale, rust and other deleterious materials before applying shop coat. Clean off heavy rust and loose mill scale in accordance with SSPC SP-2, SSPC SP-3, or SSPC-SP-7.
Immediately after surface preparation, brush or spray on primer in accordance with manufacturer's instructions, and at rate to provide minimum uniform dry film thickness of 2.0 mils for each coat. Use painting methods which will result in full coverage of joints, corners, edges, and exposed surfaces evenly without runs, sags or drips.

2.3 MISCELLANEOUS METAL FABRICATIONS

A. Steel Railing: Standard weight stainless steel tubing 1 ½” outside diameter, bars, and shapes, with fittings and brackets as variously detailed, neatly welded and all exposed welds dressed smooth flush with adjacent surfaces. Round with 2” minimum radius all changes of direction on stairs. Plug open ends and turn to wall. Set posts in concrete in non-corrosive pipe sleeves with non-shrink grout and/or anchor to supports, as indicated. Set wall brackets securely with adequate metal expansion bolts.

B. Steel Supports: Provide structural steel lintels, channels, braces, angles, etc., as indicated and assemble as detailed. Secure all connections to provide rigid supports for all items required including supports not specifically specified in other sections.

PART 3 - EXECUTION

3.1 PREPARATION

A. Furnish setting drawings, diagrams, templates, instructions and directions for installation of anchorages. Coordinate delivery of such items to site.

3.2 INSTALLATION

A. Perform cutting, drilling and fitting required for installation; set work accurately in location, alignment and elevation, measured from established lines and levels. Provide anchorage devices and fasteners where necessary for installation to other work.

3.3 TOUCH-UP SHOP PAINTING

A. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting. Use galvanizing repair paint on damaged galvanized surfaces.

END OF SECTION 055000
SECTION 071900 - WATER REPELLENT TREATMENT

PART 1 - GENERAL

1.1 SCOPE
A. Provide transparent water repellent treatment on exterior brick masonry surfaces.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS
A. Masonry Restoration & Cleaning, Section 04 0100.

1.3 QUALITY ASSURANCE
A. Apply test area of surface(s) and obtain approval before starting general application of water repellent treatment.
B. Provide 5-year warranty for water repellent treatment, guaranteeing the installation waterproof and watertight, except for structural cracks or opening caused by settling, expansion or contraction.

1.4 SUBMITTALS
A. Manufacturer's Data: Submit manufacturer's installation instructions and general recommendations. Transmit a copy of installation instructions to Installer.
B. Warranty: Submit copy of warranty.

1.5 JOB CONDITIONS
A. Do not proceed with the application (except with the written recommendation of the manufacturer) when ambient temperature is less than 50°F; or when rain or temperatures below 40°F are predicted for a period of 24 hours; or within 3 days after surfaces became wet from rainfall or other moisture sources.

PART 2 - PRODUCTS

2.1 TRANSPARENT WATER REPELLENT TREATMENT
A. Products by ProSoCo, Inc, are basis of design. Equivalent products by Deidrich Technologies, Inc., EaCo Chem, Inc. or equal are acceptable.

1. “Sure Klean Siloxane PD” Weather Seal by ProSoCo., Inc., or approved equal cleaner recommended by specified manufacturers listed above for project conditions and verified by field tests to seal masonry surfaces after cleaning and tuckpointing.

PART 3 - EXECUTION

3.1 INSPECTION
A. Examine surfaces to receive water repellent treatment and the conditions under which water repellent coat is to be applied. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.2 APPLICATION

A. Obtain approval of test area before proceeding with general application. Comply with manufacturer's instructions and recommendations, using airless spraying procedure.

B. Protect adjoining work from spillage or blow-over of water repellent. Cover live plant materials with drop cloths. Clean spillage of water repellent, as recommended by manufacturer, from adjoining surfaces immediately after spillage.

C. Apply one or two coats in accordance with manufacturer's specific instructions for substrate to receive treatment, as approved by the Designer or Owner Representative.

END OF SECTION 071900
SECTION 076000 - FLASHING & SHEET METAL

PART 1 - GENERAL

1.1 SCOPE

A. Provide all sheet metal work, complete, including flashing and counterflashing.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

A. Joint Sealers; Section 07 9000.

1.3 SHOP DRAWINGS

A. Prior to fabrication, submit shop drawings for each typical sheet metal item indicating materials, gauges, jointing, and fastening.

1.4 JOB CONDITIONS

A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of the work and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Sheet Metal:
   1. Prefinished Steel Sheets: 24 ga. galv. steel sheets factory pre-finished with 70% Kynar coating, color as selected; Vincent ColorKlad, Peterson Pac-Clad, Firestone or approved equal.
   3. Extruded Aluminum: Manufacturer's standard extrusion size and profiles indicated, 6063-T52 AA-C22A41 clear anodized finish, .08" minimum thickness for primary legs of extrusions.

B. Nails, Screws, and Rivets: Same metal as flashing/sheet metal or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with materials being fastened.

C. Solder for Stainless Steel: ASTM B 32, 60% tin and 40% lead, used with acid-chloride type flux, except use rosin flux over tinned surfaces.

D. Bitumastic Coating: Fed. Spec. TT-C-494, MIL-C-18480, or SSPC - Paint 12, cold applied solvent type bitumastic coating for application in dry film thickness of 15 mils per coat.
E. Sealants: As specified in Section 07 9000.

F. Self-adhered Butyl Flashing for window, doors and other wall penetrations. Flexwrap by duPont, FortiFlash 20 mil by Fortifiber, BT25XL Window Sealing Tape by Protecto Wrap, Rufco-Shield Window & Door Flashing by Raven Industries or approved equal.

2.2 FABRICATION

A. Fabricate metal flashings, counter-flashings, trim and similar items to comply with the profiles and sizes indicated. Fabricate to comply with "SMACNA" Architectural Sheet Metal Manual", metal manufacturer's recommendations, and recognized industry practices. fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer's instructions and recommendations. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems. Fabricate work of the following metals:

1. Flashing, Counterflashing, Scuppers, Downspouts, Conductor Heads, Pitch Dam, Trim: 22 gage stainless steel.

B. Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams, and solder. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required.

C. Expansion Provisions: Where lapped or bayonet-type expansion provisions cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with mastic sealant (concealed within joints).

D. Aluminum Extrusions Units: Fabricate extruded aluminum running units with formed or extruded aluminum joint covers, for installation behind main members. Fabricate mitered and welded corner units.

E. Separate dissimilar metals from each other by painting each metal surface in area of contact with a heavy application of bitumastic coating, or by other permanent separation as recommended by manufacturers of dissimilar metals.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine substrates and conditions under which metal flashing and trim will be installed. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION
A. SMACNA Details: Except as otherwise indicated or specified, comply with applicable recommendations and details of "Architectural Sheet Metal Manual" by SMACNA.

B. Manufacturer's Recommendations: Except as otherwise indicated or specified, comply with recommendations and instructions of manufacturer of sheet metal being installed.

C. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.

D. Underlayment: Where aluminum is to be installed directly on cementitious or wood substrates, install a course of paper slip sheet and a course of polyethylene underlayment.

E. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.

F. Retainers: Where shown, provide saw cuts for securing edges of flashings to other work. Insert flashings into retainers. Seal flashing in reglet with sealant. Provide wedges of lead or other compatible metal, spaced 2’ o.c., and drive well into retainer so as to be completely covered by sealant.

G. Roofing Cement Edges: Where indicated, seal edges of metal flashings to substrates with roofing cement; install bed or bead of cement in manner which will maintain a watertight seal.

3.3 CLEAN-UP

A. After completion of work, clean roofing cement, sealant and bituminous paint from flashing, floors, and all surfaces so defaced. Remove all excess materials and scraps from the job and leave all surfaces neat and clean.

END OF SECTION 076000
SECTION 077123 - GUTTERS & DOWNSPOUTS

PART 1 - GENERAL

1.1 SUMMARY

A. Includes But Not Limited To
   1. Remove existing and replace gutters and downspouts as shown on the drawings.

1.2 REFERENCES

A. Sheet Metal & Air Conditioning Contractors National Association, Inc.

1.3 SUBMITTALS

A. Shop Drawings: Prior to fabrication, submit shop drawings for each typical gutter and downspout indicating materials, gauges, jointing, and fastening.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Stainless Steel
   1. Downspouts: Rectangular, 24 ga stainless steel including necessary elbows.
   2. Conductor Head, Existing to remain
   3. Gutters: 22 ga stainless steel
   5. Finish
      a. Stainless Steel

B. Screws, Bolts, Nails, & Accessory Fasteners - Of strength and type consistent with function.

C. Downspouts, gutters, hangers, fasteners, and accessories shall be compatible material.

2.2 FABRICATION

A. Fabricate in accordance with SMACNA Architectural Manual recommendations, where applicable.

B. Form accurately to details.

C. Profiles, bends, and intersections shall be even and true to line.
PART 3 - EXECUTION

3.1 PREPARATION

A. Before starting work, verify governing dimensions at building. Inspect for conditions which would prevent installation of first-class system. Do not install over improper conditions.

3.2 INSTALLATION

A. Install in accordance with SMACNA Manual.

B. Insulate work to prevent electrolytic action.

C. Furnish and install outlet tubes and gutter ends where required. Furnish and install expansion joints in runs exceeding 50 feet and in runs which are restrained at both ends.

D. Lap joints in gutter one inch, apply sealant in lap, and rivet 1 inch on center. Lap joints in downspouts at least 1-1/2 inches in direction of water flow apply sealant in lap, and rivet 1 inch on center.

3.3 CLEANING

A. Leave metals clean and free of defects, stains, and damaged finish.

END OF SECTION 077123
PART 1 - GENERAL

1.1 SCOPE

A. Completely close with caulking compound or sealant all joints, including joints around frames of doors, windows, or other openings in exterior walls, flooring joints, joints at penetrations of walls, decks, and floors by piping and other services and equipment, joints between items of equipment and other construction, and other joints indicated or specified to be caulked or sealed.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

A. Calking and sealing of aluminum storefront and curtainwall are specified in Section 08 4113.

1.3 QUALITY ASSURANCE

A. Obtain elastomeric materials only from manufacturer who will, if required, send a qualified technical representative to project site, for the purpose of advising the Installer of proper procedures and precautions for the use of the material.

1.4 SUBMITTALS

A. Manufacturer's Data: Submit manufacturer's specifications, recommendations, and installation instructions for each type of sealant, caulking compound and miscellaneous materials. Include letter of certification, or certified test laboratory reports indicating that each material complies with the requirements and is intended for the applications indicated. Transmit a copy of recommendations and instructions to the Installer.

B. Samples: Submit 12" long sample of each color required (except black) for each type of sealant or caulking compound exposed to view. Install sample between 2 strips of material similar to or representative of typical surfaces where sealant or caulking compound will be used, held apart to represent typical joint widths. Samples will be viewed for color and texture only.

1.5 JOB CONDITIONS

A. Examine joint surfaces, backing, and anchorage of units forming sealant rabbet. Do not proceed with work until unsatisfactory conditions have been corrected.

B. Do not proceed with installations of sealants under adverse weather conditions, or when temperatures are above or below manufacturer's recommended limitations for installation. Proceed with the work only when forecasted weather conditions are favorable for proper cure and development of high early bond strength.

PART 2 - PRODUCTS
2.1 MATERIALS


B. Sealant: Two component polyurethane sealant conforming to F.S. TT-S-227, Class A, Type I (self-leveling) unless Type II (non-sag) is recommended by the manufacturer for the application indicated. BASF Masterseal NP 2, Pecora Urexpand "NR-200 or Dynatrol II", Tremco "Dymeric 240 or THC-901", Toch Brothers "Polytok Sealant PG", or acceptable equal. Standard color(s) as selected by the Architect from industry available colors.

C. Sealant; Contractor's option: One component polyurethane sealant conforming to Fed. Spec. TT-S-230, Class A, Type II (non-sag). BASF Masterseal NP 1, Bostik "Chem-Calk 900", Pecora "Dynatrol 1-XL", Tremco "Dymonic", or acceptable equal. Use two component polyurethane sealant specified above where Type I (self-leveling) is required. Standard color(s) as selected by the Architect from industry available colors.

D. Paving Sealant: One or two component pourable polyurethane paving joint sealant, Type I, Class A, Complying with either Fed. Spec. TT-S-227 or TT-S-230 and recommended by manufacturer for service intended. Standard color as selected by the Architect from industry available colors.

E. Sealant: One component silicone sealant conforming to F.S. TT-S-1543, Class A

F. Miscellaneous Materials:
   1. Joint Cleaner: Type of joint cleaning compound recommended by the sealant or caulking compound manufacturer for the joint surfaces to be cleaned.
   2. Joint Primer/Sealer: Type recommended by the sealant manufacturer for the joint surfaces to be primed or sealed.
   3. Bond Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to the substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape wherever applicable.
   4. Sealant Backer Rod: Compressible rod stock polyethylene foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility with sealant by the sealant manufacturer. Provide size and shape of rod which will control the joint depth for sealant placement, break bond of sealant at bottom of joint, form optimum shape of sealant bead on back side, and provide a highly compressible backer to minimize the possibility of sealant extrusion when joint is compressed.

PART 3 - EXECUTION

3.1 JOINT TYPES AND USAGES: Caulking and sealant usage is specified below
A. Caulking: Interior (non-working) joints between dissimilar materials, except joints with ceramic tile, metal, glass, or aluminum.

B. Sealants: Working joints, air and water tight joints including exterior joints and interior joints with aluminum or metal. Use polyurethane for water immersed joints. Use minimum 35 Shore A hardness polyurethane sealant for horizontal joints subject to traffic.

C. Paving Sealants: Joints indicated in concrete walks and paving.

3.2 JOINT SURFACE PREPARATION

A. Clean joint surfaces immediately before installation of sealant or caulking compound. Remove dirt, insecure coatings, moisture, and other substances which would interfere with bond of sealant or caulking compound.

B. For elastomeric sealants, do not proceed with installation of sealant over joint surfaces which have been painted, lacquered, waterproofed or treated with water repellent or other treatment or coating. Remove coating or treatment from joint surfaces before installing sealant.

C. Etch concrete and masonry joint surfaces to remove excess alkalinity. Etch with 5% solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.

D. Roughen joint surfaces on vitreous coated and similar non-porous materials, wherever sealant manufacturer's data indicates lower bond strength than for porous surfaces. Rub with fine abrasive cloth or wool to produce a dull sheen.

3.3 INSTALLATION

A. Comply with sealant manufacturer's printed instructions, except where more stringent requirements are indicated or specified and except where manufacturer's technical representative directs otherwise, subject to Architect's approval.

B. Prime or seal the joint surfaces wherever shown or recommended by the sealant manufacturer. Do not allow primer/sealer to spill or migrate onto adjoining surfaces.

C. Install sealant backer rod for liquid elastomeric sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for the application shown.

D. Install bond breaker tape wherever shown and wherever required by manufacturer's recommendations to ensure that elastomeric sealants will perform properly.

E. Employ only proven installation techniques, which will ensure that sealants will be deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of the joint bond surfaces equally on opposite sides. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slightly below adjoining surfaces. Where horizontal joints are between
a horizontal surface and a vertical surface, fill joint to form a slight cove, so that joint will not trap moisture and dirt.

F. Install sealants to depths as shown or, if not shown, as recommended by the sealant manufacturer but within the following general limitations, measured at the center (thin) section of the bead.

1. For sidewalks, pavements and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but neither more than 5/8" deep nor less than 3/8" deep.
2. For normal moving joints sealed with elastomeric sealants, but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
3. For joints sealed with non-elastomeric sealants and caulking compounds, fill joints to a depth in the range of 75% to 125% of joint width.

G. Do not allow sealants or compounds to overflow or spill onto adjoining surfaces. Use masking tape or other precautionary devices to prevent staining of adjoining surfaces, by either the primer/sealer or the sealant/caulking compound.

H. Do not overheat hot applied sealants.

I. Remove excess and spillage of compounds promptly as the work progresses. Clean the adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage, without damage to the adjoining surfaces of finishes.

3.4 CURE AND PROTECTION

A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations, to obtain high early bond strength, internal cohesive strength, and surface durability.

END OF SECTION 079000
SECTION 084113 - ALUMINUM ENTRANCES & FRAMING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Extent of aluminum entrances and framing is indicated on drawings and schedules.

B. Types of aluminum entrances and framing required include the following:
   1. Exterior entrance doors.
   2. Vestibule doors matching entrance doors.
   3. Exterior Storefront Windows
   4. Exterior Curtain Wall windows.
   5. Interior Storefront Windows
   6. Window vent units.

C. Glazing: Refer to "Glazing" section of Division-8 for glazing requirements for aluminum entrances, framing, and windows.

D. Lock cylinders are existing, reused.

1.2 SYSTEM PERFORMANCES

A. General: Provide exterior entrance and framing assemblies that have been designed and fabricated to comply with requirements for system performance characteristics listed below as demonstrated by testing manufacturer's corresponding stock systems according to test methods designated.

B. Thermal Movement: Allow for expansion and contraction resulting from ambient temperature range of 120°F.

C. Wind Loading: Provide capacity to withstand loading indicated, tested per ASTM E 330. Uniform pressure of 20 psf inward and 20 psf outward.

D. Transmission Characteristics of Fixed Framing: Comply with requirements indicated below for transmission characteristics and test methods.
   1. Air and Water Leakage: Air infiltration of not more than 0.06 CFM per sq. ft. of fixed area per ASTM E 331 at pressure differential of 6.24 psf (excluding operable door edges).
   2. Condensation Resistance: Not less than 45 CFR per AAMA 1502.7.
   3. Thermal Transmittance: U-value of not more than 0.65 BTU/hr x sf x °F) per AAMA 1503.1.

E. Transmission Characteristics of Entrances: Provide entrance doors with jamb and head frames which comply with requirements indicated below for transmission and test methods.
1. Air Leakage: Air infiltration per linear foot of perimeter crack of not more than 0.50 CFM for single doors and 1.0 CFM for pairs of doors per ASTM E 283 at pressure differential of 1.567 psf.

1.3 QUALITY ASSURANCE

A. Drawings are based on one manufacturer's standard aluminum entrance and framing system. Another standard system of a similar and equivalent nature will be acceptable when differences do not materially detract from design concept or intended performances.

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's specifications, standard details, and installation recommendations for components of aluminum entrances and framing required for project, including test reports certifying that products have been tested and comply with performance requirements.

B. Shop Drawings: Submit shop drawings for fabrication and installation of aluminum entrances, framing and hopper windows, including elevations, detail sections of typical composite members, hardware mounting heights, anchorages, reinforcement, expansion provisions, and glazing.

C. Samples: Submit samples of each type and color of aluminum finish, on 12" long sections of extrusions or formed shapes and on 6" square sheets. Where normal color and texture variations are to be expected, include 2 or more units in each set of samples showing limits of each variations.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Design: Basis of Design is Kawneer

1. Equivalent systems by the following manufacturers are acceptable.
   a. EFCO Corporation
   b. OldCastle
   c. YKK
   d. Equal approved by Architect.

2.2 MATERIALS & ACCESSORIES

A. Aluminum Members: Alloy and temper recommended by manufacturer for strength, corrosion resistance, and application of required finish; ASTM B 221 for extrusions, ASTM B 209 for sheet/plate.

B. Fasteners: Aluminum, non-magnetic stainless steel, or other materials warranted by manufacturer to be noncorrosive and compatible with aluminum components.
1. Do not use exposed fasteners except where unavoidable for application of hardware. Match finish of adjoining metal.
2. Provide Phillips flat-head machine screws for exposed fasteners.

C. Concealed Flashing: Dead-soft stainless steel, 26 ga. minimum, or extruded aluminum, 0.060" minimum, of an alloy and type selected by manufacturer for compatibility with other components.

D. Brackets and Reinforcements: Manufacturer's high-strength aluminum units where feasible; otherwise, non-magnetic stainless steel or hot-dipped galvanized steel complying with ASTM A 386.

E. Bituminous Coatings: Cold-applied asphalt mastic complying with SSPC-PS 12, compounded for 30-mil thickness per coat.

F. Anchors, Clips and Window Accessories:

G. Compression Glazing Strips and Weatherstripping: At manufacturer's option, provide molded neoprene gaskets complying with ASTM D 2000 Designation 2BC415 to 3BC620, molded PVC gaskets complying with ASTM D 2287, or molded expanded neoprene gaskets complying with ASTM C 509, Grade 4.

H. Sliding Weatherstripping: Manufacturer's standard replaceable stripping of wool, polypropylene, or nylon woven pile, with nylon fabric and aluminum strip backing, complying with AAMA 701.2.

I. Glass & Glazing Materials: Provide 1" insulated glass units and glazing materials which comply with requirements of "Glazing" section of these specifications.

J. Sealant: Unless otherwise indicated for sealants required within fabrication window units, provide type recommended by window manufacturer for joint size and movement, to remain permanently elastic, non-shrinking and non-migrating. Comply with Division-7 sections for installation of sealants.

K. Friction Shoes: Nylon or other non-abrasive, non-metallic, non-staining, non-corrosive durable material.

2.3 STOREFRONT SYSTEMS:

A. Design: Storefront design is based on following products of Kawneer Trifab VersaGlaze (center glazed exterior) system 451T VG, 2”x4.5” (exterior) for thermal storefront framing. Provide 450 CG, 1.75”x4.5” (center glazed) for interior storefront. Equivalent systems by EFCO Corporation, OldCastle, YKK or equal approved by Architect.

2.4 DOOR HARDWARE
A. General: Refer to hardware section of Division-8 for requirements for hardware items other than those indicated herein to be provided by manufacturer of aluminum entrances.

B. Provide door manufacturer's standard heavy-duty hardware units as indicated, scheduled, or required for operation of each door, including the following items of sizes, number and type recommended by manufacturer for service required, finished to match door, unless otherwise indicated.

1. Continuous Hinge: High traffic, surface applied
2. Overhead Closers: Units complying with ANSI A156.4, of the following type, grade, functions and features.
   a. Type: LCN 4041 Series, Equivalents by Sargent, Norton or equal approved by Architect.
   b. Coordinate with doors that receive openers.
3. Deadlocks: Mortised maximum security type, with 1" minimum length pivoted bolt, stainless steel strike box.
4. Push Bar: Kawneer #CP, push bar with 1” diameter, one per door. Equivalents by EFCO, OldCastle, YKK or equal approved by Architect.
5. Pull Handles: Kawneer #CO-9/CO-12 straight pull handle with 1” diameter delrin cushion grip, 12"L, one per door. Equivalents by EFCO, OldCastle, YKK or equal approved by Architect.
6. Exit Device: Von Duprin 9947, Equivalent by Sargent, Precision or equal approved by Architect.
7. Wear Shield: 1/8” thick Kydex wear shield, pebble finish, mounted on push side of door bottom rail and adjacent framing on pull side as indicated.
8. Bottom Rail: 10” high bottom rail with flush kick plate fillers.
9. Thresholds: 4”W x 1/2”H extruded aluminum in mill finish, complete with anchors and clips, coordinated with hinge.
    a. Meet requirements of ICC/ANSI 117.1 and BHMA A156.19.
    b. Wall-mounted push button operation.
    c. Solid state electronic control.
    d. Adjustable closing speed and hold-open range.
    e. Automatic and manual operating modes.
    f. Metal cover finished to match door.
11. Coordinate Hardware with existing access control system.

2.5 CURTAIN WALL SYSTEMS:

A. The design is based on Kawneer 1600 System 1, 2” x 6” thermally broken, curtain wall system. Brace to existing concrete framing. Equivalent systems by EFCO Corporation, OldCastle, YKK or equal approved by Architect.

B. Coordinate and provide additional structural framing / support as required. Conceal framing in curtain wall, coordinate location with Architect.
2.6 FABRICATION:

A. Sizes and Profiles: Required sized for door and frame units, including profile requirements, are indicated on drawings. Any variable dimensions are indicated, together with maximum and minimum dimensions required to achieve design requirements and coordination with other work.

B. Prefabrication: To greatest extent possible, complete fabrication, assembly, finishing, hardware application, and other work before shipment to project site. Disassemble components only as necessary for shipment and installation.
   1. Do not drill and tap for surface-mounted hardware items until time of installation at project site.
   2. Perform fabrication operations, including cutting, fitting, forming, drilling and grinding of metal work in a manner which prevents damage to exposed finish surfaces. For hardware, perform these operations prior to application of finishes.

C. Welding: Comply with AWS recommendations to avoid discoloration; grind exposed welds smooth and restore mechanical finish.

D. Reinforcing: Install reinforcing as necessary for performance requirements; separate dissimilar metals with bituminous paint or other separator which will prevent corrosion.

E. Continuity: Maintain accurate relation of planes and angles, with hairline fit of contacting members.

F. Fasteners: Conceal fasteners wherever possible.

G. Weatherstripping: For exterior doors, provide sliding weatherstripping retained in adjustable strip mortised into door edge. Provide EPDM/vinyl blade gasket weatherstripping in bottom door rail, adjustable for contact with threshold. Provide finger guards of collapsible neoprene or PVC gasketing securely anchored into frame at hinge-jamb of center-pivoted doors.

2.7 ALUMINUM FRAMING SYSTEM

A. General: Provide inside-outside matched resilient flush-glazed system, with provision for glass replacement. Shop-fabricate and preassemble frame components where possible.

B. Thermal-Break Construction: Fabricate aluminum framing system with integrally concealed, low conductance thermal barrier, located between exterior materials and exposed interior members, in manner which eliminated direct metal-to-metal contact. Provide manufacturer's standard construction which has been in use for similar projects.

2.8 STILE-AND-RAIL TYPE ALUMINUM DOORS
A. Frame: Provide tubular frame members, fabricated with mechanical joints using heavy inserted reinforcing plates and concealed tie-rods or j-bolts, or fabricate with structurally welded joints, at manufacturer's option.

B. Design: Provide doors 1-3/4" thick and of design indicated.
   1. Medium stile (3-1/2" nominal width).
   2. 10" bottom rail.
   3. Basis of design - Kawneer 350T. Equivalent systems by EFCO Corporation, OldCastle, YKK or equal approved by Architect.

C. Glazing: Fabricate doors to facilitate replacement of glass or panels, without disassembly of door stiles and rails. Provide snap-on extruded aluminum glazing strips, with exterior stops anchored for non-removal.

2.9 PROJECTED WINDOW

A. General: Provide manufacturers' standard fabrication and accessories which comply with indicated standards and are reglazeable without dismantling of sash framing, except to extent more specific or more stringent requirement are indicated. Include complete system for assembly of components and anchorage of window units, and prepare sash for glazing except where preglazing at factory is indicated.

B. Sizes & Profiles: Required sized for window units and profile requirements are indicated on drawings. Variable dimensions (if any) are indicated along with maximum and minimum dimensions as required to achieve design requirements and coordination with other work.
   1. Details on drawings are based upon standard details by one or more manufacturers. It is intended that similar details by other manufacturers will be acceptable, provided they comply with size requirements, minimum/maximum profile requirements, and performance standards as indicated or specified.
   2. Basis of design, Kawneer GLASSvent Windows for Storefront Framing and for Curtain Wall. Equivalent systems by EFCO Corporation, OldCastle, YKK or equal approved by Architect.
   3. Top pivot, out swinging (awning style.)

C. Thermal-Break Constructions: Fabricate aluminum window units with an integral concealed low conductance thermal barrier, located between exterior materials and window members exposed on interior, in manner which eliminates direct metal-to-metal contact. Provide manufacturer's standard construction which has been in use on similar window units for period of not less than five years, has been tested to demonstrate resistance to thermal conductance and condensation, and has been tested to show adequate strength and security of glass retention.

D. Coordination of Fabrication: Where possible, check actual window openings in construction work by accurate field measurement before fabrication, and show recorded measurements on final shop drawings. However, coordinate fabrication schedule with construction progress as
directed by Contractor to avoid delay of work. Where necessary, proceed with fabrication without field measurements, and coordinate installation tolerances to ensure proper fit of window units.

E. Preglaze Fabrication: Preglazed window units at factory where possible and practical for applications indicated. Comply with requirements of section "Glazing" in addition to requirements of ANSI/AAMA 302.9.

F. Provide means of drainage for water and condensation which may accumulate in members of window units.

G. Weatherstripping: Provide compression-type weatherstripping at perimeter of each operating sash, except provide sliding weatherstripping at all location where sash rails slide horizontally or vertically along frame of units.

H. Provide insect screen unit for each operable exterior sash. Where possible, design window units and hardware to accommodate screens in a tight-fitting removable arrangement, with a minimum of exposed fasteners and latches, and without necessity of wickets for hardware access. Where wickets are necessary, provide either sliding or hinged type, framed and trimmed for durability during handling, and for tight fit.

1. Fabricate screen frames of either extruded or formed aluminum tubular-shaped members of 0.040" minimum wall thickness, with mitered or coped joints and concealed mechanical fasteners, with removable PVC spline-anchor concealing edge of screen fabric. Finish frames to match window units and framing, unless otherwise indicated.

2.10 ANODIZED ALUMINUM FINISHES

A. Class I color Anodized Finish: AA-M10C21A41/AA-M45C22A42 (non-specular as fabricated mechanical finish; chemical etch, minimum matte; 0.7 mil min thick integrally or electrolytically deposited colored anodic coating). Clear Anodized.

PART 3 - EXECUTION

3.1 PREPARATION

A. Field Measurement: Wherever possible, take field measurements prior to preparation of shop drawings and fabrication, to ensure proper fitting of work. However, proceed with fabrication and coordinate installation tolerances as necessary when field measurements might delay work.

3.2 INSTALLATION

A. Comply with manufacturer's instructions and recommendations for installation of aluminum entrances and framing.
B. Set units plumb, level, and true to line, without warp or rack of framing members, doors, or panels. Anchor securely in place, separating aluminum and other corrodiible metal surfaces from sources of corrosion of electrolytic action at points of contact with other materials.

C. Drill and tap frames and doors and apply surface-mounted hardware items, complying with hardware manufacturer's instructions and template requirements. Use concealed fasteners wherever possible.

D. Set sill members and other members in bed of sealant as indicated, or with joint fillers or gaskets as indicated to provide weathertight construction. Comply with requirements of Division-7 for sealants, fillers, and gaskets.

E. Refer to "Glazing" section of Division-8 for installation of glass and other panels indicated to be glazed into doors and framing, and not preglazed by manufacturer.

3.3 ADJUST & CLEAN

A. Adjust operating hardware to function properly, without binding, and to prevent tight fit at contact points and weatherstripping.

B. Clean completed system, inside and out, promptly after erection and installation of glass and sealants. Remove excess glazing and joint sealants, dirt, and other substances from aluminum surfaces.

C. Institute protective measures and other precautions required to assure that aluminum entrances and framing will be without damage or deterioration, other than normal weathering, at time of acceptance.

END OF SECTION 084113
SECTION 088000 - GLAZING

PART 1 - GENERAL

1.1 SCOPE

A. Provide glass and glazing, complete, except glass for aluminum storefront system, aluminum doors, and metal windows will be supplied and installed under their respective sections.

1.2 QUALITY ASSURANCE

A. Provide glass manufactured by Vitro Architectural Glass, NSG/Pilkington, Guardian Glass, or equal approved by Architect.

B. Provide safety glass (tempered, laminated), in compliance with requirements of Standard Building Code, ANSI Z97.1, and 16 CFR 1201. Label each piece of glass indicating compliance with requirements.

1.3 SUBMITTALS

A. Manufacturer's Data: Submit copy of manufacturer's specifications and installation instructions for each type of glass and glazing material. Include test data or certification substantiating that glass complies with specified requirements. Transmit a copy of handling and glazing instructions to glazier.

B. Samples: Prior to ordering, submit minimum 6" x 6" sample of each type and thickness of glass required for Architect's review.

1.4 PROTECTION

A. Protect glass surfaces and edges at all times during the construction period. Keep glass free from contamination by materials capable of staining glass.

PART 2 - PRODUCTS

2.1 GLASS

A. General: Conforming to Fed. Spec. DD-G-451 or DD-G-1403, of the various types, classes, and forms specified. See Frame Schedule for locations and glass thicknesses.

B. Float Glass: Type I, Class 1 (transparent), Quality q3 (glazing select); 1/4" thick, unless otherwise indicated.

C. Tinted Glass: Basis of design, Vitro Graylite II, gray tint, with visible transmission of 9%, 1/4" thick, unless otherwise indicated. Equivalents are SuperGray by Pilkington and Midnight Gray by Guardian or approved equal by Architect.
D. Tempered Glass: Types specified above, heat-strengthened (after cutting to final size) to 4 times normal strength, by process designed to eliminate tong marks or by vertical process if glass is installed to conceal tong marks.

E. Insulated Glass: 1" thick, composed of 1/4" thick tinted float outer lite, 1/2" air space, and 1/4" thick clear float inner lite. Where indicated as tempered, provide tempered outer lite. Provide Low E coating on surface 3. Provide units certified as Class CBA under ASTM E 774 test procedure according to IGCC and SIGMA standards.

F. Insulated Spandrel Glass: 1/4" thick heat-strengthened float glass panels with ceramic frit color-fused permanently to one surface. Provide panels with factory-applied 2" fiberglass insulation with .005" aluminum foil vapor barrier backing. Provide panels in standard color as selected by the Architect.

2.2 GLAZING GASKETS

A. Structural Rubber: Neoprene extrusions with injection-molded corner units, fabricated into frames, with either integral or separate locking strips (zippers).

B. Molded Neoprene: Molded or extruded neoprene gaskets of 40 to 60 Shore A durometer hardness, of the profile indicated or as required by the glazing system to install glass with watertight seal.

C. PVC: Extruded flexible PVC gaskets, of the profile indicated or as required by the glazing system to install glass with watertight seal.

D. Cellular Neoprene: Closed-cell neoprene gaskets with integral skin, of the profile indicated or as required by the glazing system to install glass with watertight seal.

2.3 GLAZING MATERIALS


B. Glazing Tape: Dap "Butyl Rubber Tape", Bostik "Chem Tape 40", Tremco "440". Provide fire-rated glazing tape as required for 90 minute fire-rated glass panels over 1,393 square inches.

C. Setting Blocks: Neoprene or other resilient blocks of 70 to 90 Shore A durometer hardness, adhesively backed on one face only, tested for compatibility with specified glazing sealants.

D. Spacers: Neoprene or other resilient blocks of 40 to 50 Shore A durometer hardness, tested for compatibility with specified glazing sealant.

E. Compressible Filler Rod: Closed-cell or waterproof-jacketed foam of polyethylene, butyl rubber, neoprene, polyurethane or vinyl, tested for compatibility with specified glazing
sealed solutions, of 5 to 10 psi compression strength (25% deflection), recommended by sealant manufacturer for use in glazing channel to prevent sealant exudation from the channel.

PART 3 - EXECUTION

3.1 PERFORMANCE REQUIREMENTS

A. Watertight and airtight installation of each piece of glass is required. Each installation must withstand normal temperature changes, wind loading, impact loading (for operating sash and doors) without failure of any kind including loss or breakage of glass, failure of sealants or gaskets to remain watertight and airtight, deterioration of glazing materials and other defects in the work.

3.2 INSTALLATION

A. General: Comply with recommendations of glass manufacturers and manufacturers of sealants and other glazing materials, unless otherwise indicated or specified, including preparation of surfaces.

B. Clean channel surfaces and prime as recommended by sealant manufacturer.

C. Cut glass to size as required for measured opening, provide adequate edge clearance and glass bite all around. Cut prior to tempering or coating.

D. Do not install sheets which have edge damage or face imperfections.

E. Miter-cut and bond (weld) ends of channel gaskets at corners to provide a continuous gasket.

F. Seal face gaskets at corners with liquid elastomeric sealant to close openings and prevent withdrawal of gaskets from corners.

G. Remove and replace glass which is broken, chipped, cracked, abraded or damaged during the construction period.

3.3 CURING

A. Cure glazing sealants and compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.

END OF SECTION 088000
SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 SCOPE

A. Provide painting and finishing of all interior and exterior items and surfaces as indicated on drawings. Provide touch-up of pre-finished items as required to match original finish.

B. Do not paint brick, water repellent coating, textured coating, exposed aggregate surfaces, acoustical ceilings, anodized aluminum, pre-finished items except as noted above, or surfaces to receive wall covering, fabric, or other decorative coating.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS

A. Water Repellent Treatment; Section 071900.

B. Coatings for Concrete: Section 099723.

1.3 SUBMITTALS

A. Paint Schedule: Submit paint schedule listing each material cross-referenced to the specific paint and finish system and application. Identify by manufacturer's catalog number and general classification.

B. Samples: If requested, submit samples of finishes type and color on specified materials for verification.

1.4 DELIVERY AND STORAGE

A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Provide all paints, enamels, stains, varnishes, and admixtures of first line quality as manufactured by Sherwin Williams, Benjamin Moore, Glidden or approved equal by Architect.

2.2 MATERIALS

A. See paragraph SCHEDULE OF PAINT TREATMENT for materials. All finish coats shall contain mildewcides. Grind in the factory all interior deep tone colors. Shop mixing is not permitted. Colors as selected by the Architect, and subject to modification on the job at the Architect's discretion.
PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which painting work is to be performed. Do not proceed with the work until unsatisfactory conditions have been corrected. Starting of painting work will be construed as acceptance of the surfaces within any particular areas.

3.2 SURFACE PREPARATION

A. General: Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified. Remove all hardware, plates, lighting fixtures, and similar items in place and not to be finish painted, or provide protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Reinstall the removed items by workmen skilled in the trades involved, after painting is completed.

B. Cementitious Materials: All new surfaces must cure for 7 days. Prepare cementitious surfaces of concrete, cement plaster, and concrete block to be painted by removing all chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze. Determine the alkalinity and moisture content of the surfaces to be painted by performing appropriate tests. If the surfaces are found to be sufficiently alkaline to cause blistering and burning of the finish paint, correct this condition before application of paint. Allow surface to dry thoroughly before proceeding.

C. Ferrous Metals: Touch-up shop-applied prime coats which have damaged or bare areas. Wire-brush, solvent clean, and touch up with the same primer as the shop coat.

D. Galvanized Surfaces: Clean free of oil and surface contaminates with an acceptable non-petroleum based solvent.

E. Aluminum: Remove film of oil and grease before painting by washing with mineral spirits.

F. Existing Surfaces: If in sound condition and of uniform porosity, no primer is required. Remove rust, dirt, grease, and loose and peeling paint from surface and spot prime with appropriate primer. Remove surface contamination by washing with powdered commercial cleaner. Wash thoroughly and allow to dry. Dull glossy surfaces with fine sandpaper or steel wool. Spot prime with appropriate primer. Paint with top coats as specified.

3.3 APPLICATION

A. Apply paint to brush, roller, spray, or other acceptable practice in accordance with the manufacturer's directions. Use brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high pile sheep's wool as recommended by the manufacturer for material and texture required.
B. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried. Sand between each enamel or varnish coat application with fine sand paper, or rub surfaces with pumice stone where required to produce an even smooth surface in accordance with the coating manufacturer's directions.

C. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.

D. Give special attention to insure that all surfaces, including edges corners, crevices welds, and exposed fasteners receive a film thickness equivalent of that of flat surfaces.

3.4 CLEAN-UP

A. Thoroughly clean all spots, smears, spills, etc., remove from the site all discarded paint materials, rubbish cans and rags at the end of each work day.

3.5 SCHEDULE OF PAINT TREATMENTS

<table>
<thead>
<tr>
<th>No.</th>
<th>Location</th>
<th>Coats</th>
<th>Materials</th>
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| 1.  | Ext. & Int. ferrous metal                              | 3     | Shop priming is specified under the respective metal section.  
1st Coat: Rust primer.  
2nd & 3rd Coat: Ext. alkyd semi-gloss paint. |
| 2.  | Ext. & Int. galvanized metal                           | 3     | Shop priming is specified under the respective metal section.  
Pretreatment: Chemical wash.  
1st Coat: Galv. iron primer.  
2nd & 3rd Coats: Ext. alkyd semi-gloss paint. |
| 3.  | Other metal surfaces (factory finished, primed or prefinished) | 2     | Clean and prime abraded spots as specified in metal sections and finish in two coats specified for adjoining surfaces. |
| 4.  | Int. softwood, including opaque painted casework, trim, softwood plywood. | 3     | 1st Coat: Wall & wood primer.  
2nd & 3rd Coat: Semi-gloss alkyd enamel. |
| 5.  | Int. concrete, plaster                                  | 3     | 1st Coat: Alkyd primer.  
2nd & 3rd Coats: Egg-shell latex enamel |
2nd & 3rd Coats: Egg-shell latex enamel |
END OF SECTION 099100
SECTION 099723 - COATINGS FOR CONCRETE

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide decorative damp-proof coating over exposed exterior concrete and cast-in-place concrete.

1.2 SUBMITTALS

A. Product Data: Submit manufacturers' product data and application instructions on each coating system. Submit color chip selector for each coating system for Architect's selection.

B. Samples: Submit for verification samples of each color selected on 6" x 12" x hardboard.

1.3 JOB CONDITIONS

A. Do not apply coatings when temperatures are 40°F or due to fall below 40°F within 24 hours, or to material frozen or covered with frost.

1.4 CORRECTION OF WORK

A. Refer to General Conditions. Time period for correction of Work of this Section shall be extended to 2 years from date of substantial completion.

1.5 QUALITY ASSURANCE

A. Applicator shall be a waterproof and damp-proof specialty subcontractor have successful experience in application of similar coating systems.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Products by MasterProtect, BASF, Inc, are basis of design. Equivalent products by ChemMasters, Inc., Tex.Coat, LLC. or equal approved by Architect.

2.2 COATING

A. Dampproof Textured Coating: Provide MasterProtect HM 400DOT, or equivalent by ChemMasters, Inc., or Tex.Coat, LLC, water-based, high-build, 100% acrylic waterproof coating for above-grade concrete.

B. Color: Standard or custom tinted color(s) as selected by Architect. Custom tinting shall be available in 5- and 1-gallon quantities.
PART 3 - EXECUTION

3.1 APPLICATION

A. Apply by spray, roller, or brush in strict accordance with manufacturer's instructions and recommendations as approved by Architect.

B. Apply two coats minimum at rate of 10 mil DFT minimum each coat, as required to provide complete coverage of the dampproof coating.

END OF SECTION 099723
SECTION 105020 - CANOPIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Building supported, pre-engineered metal canopies including fascia channels, decking, downspout, tension rods, and attachment hardware.

1.2 REFERENCES

A. Aluminum Association (AA)DAF 45 – Designation System for Aluminum Finishes.

B. American Architectural Manufacturers Association (AAMA)

C. American Society of Civil Engineers (ASCE) 7 – Minimum Design Loads for Building and Other Structures.

D. ASTM International (ASTM)

1.3 SYSTEM DESCRIPTION

A. Design Requirements: Design canopy system to withstand:
   1. Standards for wind pressure, snow load, and drifting snow load in accordance with the 2018 International Building Code.

1.4 SUBMITTALS

A. Submittals for Review:
   1. Shop Drawings sealed and signed by a Missouri Registered Professional Engineer that indicate design loads, system components, dimensions, attachments and accessories.
   2. Samples:
      a. 3 x 3 inch coating samples in specified color.
      b. 6 inch long fascia extrusion sample showing profile and standard finish.
      c. 6 inch decking samples showing profile and standard finish.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Minimum 5 years experience in installation of pre-manufactured canopy systems from selected manufacturer.
1.6 **WARRANTY**

A. One (1) year warranty against defects and workmanship for a period from date of original shipment.

**PART 2 - PRODUCTS**

2.1 **MANUFACTURER**

A. Mapes Canopies, Lincoln, NE, Phone: 1-888-273-1132, Super Lumideck Series.

B. MASA Architectural Canopies, Avenel, NJ, Phone 1-800-761-7446, Extrudeck Series.

C. Mitchell Metals, LLC, Smyrna, GA, Phone: 1-770-431-7300

D. Acceptable Equal per the requirements of the bidding documents.

E. The use of a manufacturer's name, model or catalog number is for the purpose of establishing the standard of quality and general configuration

2.2 **MATERIALS**

A. Aluminum Extrusions:
   1. ASTM B221 & ASTM B429 6061-T6511 alloy and temper

B. Hardware:
   1. All fasteners shall be stainless steel or zinc coated for corrosion resistance.

2.3 **COMPONENTS**

A. Framing
   1. Type: 8” x 125” Extruded Aluminum “J” Channel.

B. Decking
   1. Type: 3” x 6” x 0.90” Interlocking Extruded Aluminum Flat Soffit Decking.

C. Mounting
   1. Type: Hanger Supported 3” x 2 ½” x ¼” I-Beam Outriggers w/ ¾” diameter Schedule 40 Steel Pipe, and 6” square escutcheon plate.

D. Profile/Crown
   1. Profile Variables – IND LT 8.
   2. Crown Variables – None

2.4 **ACCESSORIES**
A. Concealed Drainage:
   1. Water shall drain from covered surfaces into integral fascia gutter and directed to the rear for ground level discharge via downspout.

PART 3 - EXECUTION

3.1 FIELD DIMENSIONS

   A. Field verify dimensions and condition of supporting structure at site prior to fabrication.

3.2 INSTALLATION

   A. Install in accordance with manufacturer’s instructions and approved Shop Drawings.

   B. Install components plumb and level, in proper plan, free from warp and twist.

   C. Anchor system to building components; provide adequate clearance for movement caused by thermal expansion and contractions and wind loads.

3.3 ADJUSTING

   A. Touch up minor scratches and abrasions on finished surfaces to match original finish.

END OF SECTION 105020
SECTION 221423 - STORM DRAINAGE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Miscellaneous storm drainage piping specialties.

1.3 ACTION SUBMITTALS
   A. Product Data: For each type of product.

1.4 QUALITY ASSURANCE
   A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS STORM DRAINAGE PIPING SPECIALTIES
   A. Downspout Boots – see Downspout Boot Connection on plans:
      1. Description: Manufactured, ASTM A48/A48M, gray-iron casting, with strap or ears for attaching to building; NPS 4 outlet; and shop-applied bituminous coating.
      2. Size: Inlet size to match downspout and NPS 4 outlet.

PART 3 - EXECUTION

3.1 INSTALLATION
   A. Install downspout boots at grade as shown on plans. Secure to building wall.

3.2 CONNECTIONS
   A. Comply with requirements for piping as shown on plans. Drawings indicate general arrangement of piping, fittings, and specialties.
### 3.3 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

**END OF SECTION 221423**
SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Protecting existing vegetation to remain.
   2. Removing existing vegetation.
   3. Clearing and grubbing.
   4. Stripping and stockpiling topsoil.
   5. Stripping and stockpiling rock.
   6. Removing above- and below-grade site improvements.
   7. Disconnecting, capping or sealing, and abandoning site utilities in place.

B. Related Requirements:
   1. Section 015000 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.3 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

E. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction.

F. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.
1.4 MATERIAL OWNERSHIP
A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS
A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
   1. Use sufficiently detailed photographs or video recordings.
   2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.6 FIELD CONDITIONS
A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from OA/FMDC Construction Representative and/or Designer and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed trafficways if required by OA/FMDC Construction Representative and/or Designer or authorities having jurisdiction.
B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises as determined at pre-construction meeting.
C. Utility Locator Service: Notify OA/FMDC Construction Representative and/or Designer in conjunction with the Call Before You Dig / Missouri One Call System for area where Project is located before site clearing.
D. Do not commence site clearing operations until any required temporary erosion-control and/or sedimentation-control measures are in place.
E. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS
A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed.

C. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to OA/FMDC Construction Representative and/or Designer.

3.2 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site.

B. Repair or replace trees, shrubs, and other vegetation to remain that are damaged by construction operations to the satisfaction of the OA/FMDC Construction Representative and/or Designer.

3.3 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
   1. Arrange with utility companies to shut off indicated utilities.

B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify OA/FMDC Construction Representative and/or Designer not less than seventy-two (72) hours in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without OA/FMDC Construction Representative and/or Designer written permission.

C. Excavate for and remove underground utilities indicated to be removed.

3.4 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
   1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Chip removed tree branches and dispose of off-site.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
   1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.
B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
   1. Do not stockpile topsoil within protection zones.
   2. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.6 STOCKPILING ROCK

A. Remove from construction area naturally formed rocks that measure more than 1 foot across in least dimension. Do not include excavated or crushed rock.
B. Stockpile rock at the direction of OA/FMDC Construction Representative and/or Designer without intermixing with other materials. Cover to prevent windblown debris from accumulating among rocks.
   1. Limit height of rock stockpiles to 36 inches.
   2. Do not stockpile rock within protection zones.
   3. Place surplus rock in area shown on plans and as directed by OA/FMDC Construction Representative and/or Designer.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
   1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically. Saw cuts shall be to full depth of material removed.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove unsuitable topsoil, obstructions, unsuitable demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Acceptable soil material, rock, and rubblized pavement materials shall be deposited at the location shown on the plans to the satisfaction of the OA/FMDC Construction Representative and/or Designer.

C. Burning tree, shrub, and other vegetation waste shall not be permitted. Burning of other waste and debris is also prohibited.

END OF SECTION 311000
SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section Includes:
   1. Excavating and filling for rough grading the Site.
   2. Preparing subgrades for walks, pavements, and turf and grasses.
B. Related Requirements:
   1. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
   2. Section 329200 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

1.3 UNIT PRICES (NOT APPLICABLE)

1.4 DEFINITIONS
A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.
B. Base Course: Aggregate layer placed between the subbase course and concrete paving.
C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by OA/FMDC Construction Representative and/or Designer. Authorized additional excavation and replacement material will be paid for according to Contract provisions.
2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by OA/FMDC Construction Representative and/or Designer. Unauthorized excavation, as well as remedial work directed by OA/FMDC Construction Representative and/or Designer, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.

G. Rock: Rock material encountered shall be unclassified and no extra compensation will be allowed for rock excavation.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Aggregate layer placed between the subgrade and base course for a cement concrete pavement or a cement concrete walk.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Preexcavation conference, if held, shall be at the direction, time, and place as established by OA/FMDC Construction Representative and/or Designer.

1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
   a. Personnel and equipment needed to make progress and avoid delays.
   b. Coordination of Work with utility locator service.
   c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
   d. Extent of trenching by hand or with air spade.
   e. Field quality control.

1.6 ACTION SUBMITTALS (NOT APPLICABLE)

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each borrow soil material proposed for fill and backfill as follows:

   1. Classification according to ASTM D2487.
   2. Laboratory compaction curve according to ASTM D698.
C. Pre-excavation Photographs or Videotape: Contractor to document existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations, prior to beginning construction as determined necessary by Contractor. Pre-excavation documentation will not be required to be submitted before earth moving begins.

1.8 QUALITY ASSURANCE (NOT APPLICABLE)

1.9 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from OA/FMDC Construction Representative and/or Designer and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by OA/FMDC Construction Representative and/or Designer or authorities having jurisdiction.

B. Utility Locator Service: Notify OA/FMDC Construction Representative and/or Designer in conjunction with the Call Before You Dig / Missouri One Call System for area where Project is located before site clearing.

C. Do not commence site clearing operations until any required temporary erosion-control and/or sedimentation-control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soil Classification [roups GW, GP, GM, SW, SP, and SM according to ASTM D2487 or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487 or a combination of these groups.
   1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed gravel and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.

J. Sand: ASTM C33/C33M; fine aggregate.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.
PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
   1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
   2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.
   1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
   1. Clearance: As indicated on plans.

C. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
   1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.7 SUBGRADE INSPECTION

A. Notify OA/FMDC Construction Representative and/or Designer when excavations have reached required subgrade.

B. If OA/FMDC Construction Representative and/or Designer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction if required by OA/FMDC Construction Representative and/or Designer. Limit vehicle speed to 3 mph.
   2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by OA/FMDC Construction Representative and/or Designer, without additional compensation.

3.8 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring, bracing, and sheeting.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inch of concrete before backfilling or placing roadway subbase course. Concrete is as specified in Section 321313 "Concrete Paving."

D. Backfill voids with satisfactory soil while removing shoring and bracing.

E. Initial Backfill:

1. Soil Backfill: Place and compact initial backfill of subbase material, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

F. Final Backfill:
   1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.11 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:
   1. Under grass and planted areas, use satisfactory soil material.
   2. Under walks and pavements, use satisfactory soil material.
   3. Under steps and ramps, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.12 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACtion OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:
1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 90 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 90 percent.

3.14 GRADING
A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
   1. Turf or Unpaved Areas: Plus or minus 1 inch.
   2. Walks: Plus or minus 1/2 inch.
   3. Pavements: Plus or minus 1/2 inch.

3.15 SUBSURFACE DRAINAGE
A. Drainage Backfill: Contractor to maintain integrity of existing building subsurface drain, if encountered, at the direction of OA/FMDC Construction Representative and/or Designer.

3.16 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS
A. Compacted base course shall meet the requirements for MoDOT Type 5 Base.
B. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
C. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
   1. Shape subbase course and base course to required elevations and cross-slope grades.
   2. Place base course in compacted layers of equal thickness, with no single compacted layer more than 4 inches thick.
   3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D698.
   4. Compaction shall be tested in accordance with AASHTO T-99.
   5. Deviation in completed base course surface shall not exceed ½ inch.
D. Pavement Shoulders and Backslopes: Place shoulders and backslopes along edges of subbase course and base course to prevent lateral movement. Construct shoulders and backslopes, as shown on plans, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.17 FIELD QUALITY CONTROL

A. Allow OA/FMDC Construction Representative and/or Designer to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

B. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 5000 sq. ft. or less of paved area, but in no case fewer than three tests.
2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 200 feet or less of trench length but no fewer than two tests.

C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.18 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by OA/FMDC Construction Representative and/or Designer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
B. Transport and place surplus satisfactory soil, rubblized pavement, and satisfactory rock to designated area on Owner's property as shown on plans. Place and compact material as directed by OA/FMDC Construction Representative and/or Designer, and as shown on plans.

END OF SECTION 312000
SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes Concrete Paving. Including the Following:
      1. Driveways.
      2. Roadways.
      3. Parking lots.
      4. Curbs and gutters.
      5. Walks.
   B. Related Requirements:
      1. Section 033000 "Cast-in-Place Concrete" for general building applications of concrete.
      2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.
      3. Section 321713 "Parking Bumpers."
      4. Section 321723 "Pavement Markings."

1.3 DEFINITIONS
   A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
   B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS
   A. Product Data: For each type of product.
   B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.
   C. Samples for Verification: For each type of product or exposed finish, prepared as Samples of size indicated below:
D. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:
   1. Cementitious materials.
   2. Steel reinforcement and reinforcement accessories.
   3. Admixtures.
   4. Curing compounds.
   5. Applied finish materials.
   6. Bonding agent or epoxy adhesive.
   7. Joint fillers.

C. Material Test Reports: For each of the following:
   1. Aggregates.

D. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94/C94M requirements for production facilities and equipment.

B. Testing Agency Qualifications: Qualified according to ASTM C1077 and ASTM E329 for testing indicated.
   1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

1.8 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.2 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

A. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, fabricated from steel wire into flat sheets.


D. Reinforcing Bars: ASTM A615/A615M, Grade 60; deformed.

E. Galvanized Reinforcing Bars: ASTM A767/A767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A615/A615M, Grade 60 deformed bars.

F. Epoxy-Coated Reinforcing Bars: ASTM A775/A775M or ASTM A934/A934M; with ASTM A615/A615M, Grade 60 deformed bars.

G. Steel Bar Mats: ASTM A184/A184M; with ASTM A615/A615M, Grade 60 deformed bars; assembled with clips.

H. Plain-Steel Wire: ASTM A1064/A1064M.

I. Deformed-Steel Wire: ASTM A1064/A1064M.

J. Epoxy-Coated-Steel Wire: ASTM A884/A884M, Class A; coated, plain.

K. Tie Bars: ASTM A615/A615M, Grade 60; deformed.

L. Hook Bolts: ASTM A307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

M. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

N. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.

O. Zinc Repair Material: ASTM A780/A780M.

2.4 CONCRETE MATERIALS

A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: ASTM C150/C150M, portland cement Type I Type III.
2. Fly Ash: ASTM C618, Class C or Class F.

B. Normal-Weight Aggregates: ASTM C33/C33M, Class 4S or Class 4M, uniformly graded. Provide aggregates from a single source.

2. Gradation:
   - Passing 1½" sieve 100%
   - Passing 1" sieve 95 to 100%
   - Passing 3/4" sieve 70 to 90%
   - Passing ½" sieve 25 to 60%
   - Passing 3/8" sieve 10 to 30%
   - Passing # 4 sieve 0 to 8%
   - Passing # 10 sieve 0 to 3%


4. Gradation:
   - Passing 3/8" sieve 100%
   - Passing # 4 sieve 95 to 100%
   - Passing # 8 sieve 80 to 100%
   - Passing # 16 sieve 50 to 80%
   - Passing # 20 sieve 40 to 75%
   - Passing # 30 sieve 25 to 60%
   - Passing # 50 sieve 5 to 30%
   - Passing # 100 sieve 0 to 10%

C. Air-Entraining Admixture: ASTM C260/C260M.

D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
   1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
   2. Retarding Admixture: ASTM C494/C494M, Type B.

E. Water: Potable and complying with ASTM C94/C94M.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.

B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

2.6 RELATED MATERIALS

A. Joint Fillers: ASTM D1751, asphalt-saturated cellulosic fiber or ASTM D8139, semirigid, closed-cell polypropylene foam in preformed strips.
B. Bonding Agent: ASTM C1059/C1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Epoxy-Bonding Adhesive: ASTM C881/C881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

D. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

E. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8-inch sieve and 85 percent retained on a No. 8 sieve.

2.7 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Pozzolan: 20 percent.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:

1. Air Content, 1-1/2-inch Nominal Maximum Aggregate Size: 5-1/2 percent plus or minus 1-1/2 percent.
2. Air Content, 1-inch Nominal Maximum Aggregate Size: 4-1/2 percent plus or minus 1-1/2 percent.
3. Air Content, 3/4-inch Nominal Maximum Aggregate Size: 5 percent plus or minus 1-1/2 percent.

D. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture, plasticizing and retarding admixture in concrete as required for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

F. Concrete Mixtures: Normal-weight concrete.

2. Maximum W/C Ratio at Point of Placement: 0.45.
3. Slump Limit: 4 inches, plus or minus 1 inch.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Section 312000 "Earth Moving."

C. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 PREPARATION
   A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION
   A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
   B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 INSTALLATION OF STEEL REINFORCEMENT
   A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
   B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
   C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
   D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 JOINTS
   A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

   1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

   B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

   1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
   2. Provide tie bars at sides of paving strips where indicated.
   3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
   4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys into concrete as shown on plans.
C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 48 to 55 feet unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
7. Expansion joints shall be constructed at right angles to curb line.
8. Expansion joints shall be constructed at back of curb wherever it abuts a sidewalk, existing or proposed.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
3. Transverse weakened-plane contraction joints shall be constructed every 15 feet at right angles to curb line.

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
   1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels and joint devices.

H. Screed paving surface with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.

K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
   1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
   1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing
operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.

3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.9 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

   1. Elevation: 3/4 inch.
   3. Surface: Gap below 10-feet-long; unleveled straightedge not to exceed 1/2 inch.
   4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
   5. Lateral Alignment and Spacing of Dowels: 1 inch.
   7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
   8. Joint Spacing: 3 inches.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C172/C172M shall be performed according to the following requirements:
1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
   a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C143/C143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C231/C231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

4. Concrete Temperature: ASTM C1064/C1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.

5. Compression Test Specimens: ASTM C31/C31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C39/C39M; test one specimen at seven days and one specimen at 28 days. Hold remaining specimen.

C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to OA/FMDC Construction Representative and/or Designer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by OA/FMDC Construction Representative and/or Designer but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by OA/FMDC Construction Representative and/or Designer.

G. Concrete paving will be considered defective if it does not pass tests and inspections.

H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

I. Prepare test and inspection reports.
3.11 REPAIR AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by OA/FMDC Construction Representative and/or Designer.

B. Drill test cores, where directed by OA/FMDC Construction Representative and/or Designer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313
SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
A. Section Includes:
   1. Cold-applied joint sealants.
   2. Hot-applied joint sealants.
   3. Cold-applied, fuel-resistant joint sealants.
   5. Joint-sealant backer materials.
   6. Primers.

1.3 ACTION SUBMITTALS
A. Product Data: For each type of product.
   B. Paving-Joint-Sealant Schedule: Include the following information:
      1. Joint-sealant application, joint location, and designation.
      2. Joint-sealant manufacturer and product name.

1.4 INFORMATIONAL SUBMITTALS
A. Product Certificates: For each type of joint sealant and accessory.

1.5 QUALITY ASSURANCE
A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
   B. Product Testing: Test joint sealants using a qualified testing agency.

1.6 FIELD CONDITIONS
A. Do not proceed with installation of joint sealants under the following conditions:
1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

A. Single-Component, Nonsag, Silicone Joint Sealant: ASTM D5893/D5893M, Type NS.
B. Single-Component, Self-Leveling, Silicone Joint Sealant: ASTM D5893/D5893M, Type SL.
C. Multicomponent, Nonsag, Urethane, Elastomeric Joint Sealant: ASTM C920, Type M, Grade NS, Class 25, for Use T.
D. Single Component, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C920, Type S, Grade P, Class 25, for Use T.
E. Multicomponent, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C920, Type M, Grade P, Class 25, for Use T.

2.3 HOT-APPLIED JOINT SEALANTS

A. Hot-Applied, Single-Component Joint Sealant: ASTM D6690, Type I or Type II.
B. Hot-Applied, Single-Component Joint Sealant: ASTM D6690, Type I, II, or III.

2.4 JOINT-SEALANT BACKER MATERIALS

A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.
B. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D5249, Type I, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
C. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

2.5 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions.

C. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of joint-sealant backings.
2. Do not stretch, twist, puncture, or tear joint-sealant backings.
3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:

1. Place joint sealants so they fully contact joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:

1. Remove excess joint sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING AND PROTECTION

A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

3.5 PAVING-JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Joints within concrete paving.

1. Joint Location:
   a. Expansion and isolation joints in concrete paving.
   b. Contraction joints in concrete paving.
   c. Other joints as indicated.

2. Joint Sealant: Single-component, nonsag, silicone joint sealant or Single component, pourable, urethane, elastomeric joint sealant or Hot-applied, single-component joint sealant.
B. Joint-Sealant Application: Joints within concrete paving and between concrete and asphalt paving.

1. Joint Location:
   a. Joints between concrete and asphalt paving.
   b. Joints between concrete curbs and asphalt paving.
   c. Other joints as indicated.


END OF SECTION 321373
SECTION 321713 - PARKING BUMPERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary
      Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Precast concrete wheel stops.

1.3 ACTION SUBMITTALS
   A. Product Data:
      1. Precast concrete wheel stops.

PART 2 - PRODUCTS

2.1 PARKING BUMPERS
   A. Precast Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete; 4000-psi
      minimum compressive strength; 4-1/2 inches high by 9 inches wide by 72 inches long. Provide
      chamfered corners and a minimum of two factory-formed or -drilled vertical holes through
      wheel stop for anchoring to substrate.
      1. Source Limitations: Obtain wheel stops from single source from single manufacturer.
      2. Surface Appearance: Smooth, free of pockets, sand streaks, honeycombs, and other
         obvious defects. Corners shall be uniform, straight, and sharp.
      3. Surface Sealer: Manufacturer's standard salt-resistant, clear sealer, applied at precasting
         location.
      4. Mounting Hardware: Galvanized-steel hardware as standard with wheel-stop
         manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Verify that pavement is in suitable condition to begin installation in accordance with
      manufacturer's written instructions.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install wheel stops in accordance with manufacturer's written instructions unless otherwise indicated.

B. Install wheel stops in bed of adhesive before anchoring to substrate.

C. Securely anchor wheel stops to substrate with hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer. Recess head of hardware beneath top of wheel stop.

END OF SECTION 321713
SECTION 321723 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Painted markings applied to concrete surfaces.

1.3 ACTION SUBMITTALS

A. Product Data: Include technical data and tested physical and performance properties.
   1. Pavement-marking paint, alkyd.
   2. Pavement-marking paint, solvent-borne.
   3. Pavement-marking paint, acrylic.
   4. Pavement-marking paint, latex.
   5. Glass beads.

B. Shop Drawings:
   1. Indicate pavement markings, colors, defined parking spaces, and dimensions to adjacent work.
   2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of MoDOT for pavement-marking work.
   1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials or 55 deg F for water-based materials, and not exceeding 95 deg F.
PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain pavement-marking paints from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design".

2.3 PAVEMENT-MARKING PAINT

A. Pavement-Marking Paint, Alkyd: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N or Type S; colors complying with FS TT-P-1952F.
   1. Color: White, Yellow, Blue; as shown on drawings or otherwise required by regulatory agency.

   1. Color: White, Yellow, Blue; as shown on drawings or otherwise required by regulatory agency.

C. Pavement-Marking Paint, Acrylic: Acrylic, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952F, Type II, with drying time of less than \( \text{three} \) \( 45 \) minutes.
   1. Color: White, Yellow, Blue; as shown on drawings or otherwise required by regulatory agency.

D. Pavement-Marking Paint, Latex: MPI #97, latex traffic-marking paint.
   1. Color: White, Yellow, Blue; as shown on drawings or otherwise required by regulatory agency.

E. Glass Beads: AASHTO M 247, Type 1 or FS TT-B-1325D, Type 1.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that pavement-marking substrate is dry and in suitable condition to begin pavement marking in accordance with manufacturer's written instructions.

B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.
3.2 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with OA/FMDC Construction Representative and/or Designer.

B. Allow concrete surfaces to age for a minimum of 30 days before starting pavement marking unless waived by OA/FMDC Construction Representative and/or Designer.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.

2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

3.3 PROTECTING AND CLEANING

A. Protect pavement markings from damage and wear during remainder of construction period.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 321723
SECTION 323113 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY
   A. Section Includes:
      1. Chain-link fences.

1.2 ACTION SUBMITTALS
   A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS
   A. Product certificates.
   B. Sample warranty.

1.4 WARRANTY
   A. Special Warranty: Contractor agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
      1. Warranty Period: One (1) year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC
   A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
      1. Fabric Height: To match existing fencing six foot fencing.
      2. Steel Wire for Fabric: Wire diameter shall be equal to, or exceed, existing fabric.
         a. Mesh Size: To match existing fencing.
      3. Aluminum Wire Fabric: ASTM F1183, with mill finish, and wire diameter of to match existing fencing.
         a. Mesh Size: To match existing fencing.
4. Selvage: Knuckled at both selvages.

2.2 FENCE FRAMEWORK

A. Posts and Rails: ASTM F1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F1043 or ASTM F1083 based on the following:

1. Fence Height: To match existing fencing.
2. Light-Industrial-Strength Material: Consistent with, and equal to, existing fencing.
   a. Line Post: minimum 1.625 inches in diameter, to match existing line posts to remain.
   b. End, Corner, and Pull Posts: minimum 2.375 inches in diameter, to match existing corner posts.
3. Horizontal Framework Members: Intermediate, top and bottom rails according to ASTM F1043.
5. Metallic Coating for Steel Framework:
   a. Type A zinc coating.
   b. Type B zinc with organic overcoat.
   c. External, Type B zinc with organic overcoat and internal, Type D zinc-pigmented coating.
   d. Type C, Zn-5-Al-MM alloy coating.
   e. Coatings: Any coating above.
6. Polymer coating over metallic coating.
   a. Color: Match chain-link fabric according to existing conditions and ASTM F934.

2.3 TENSION WIRE

A. Metallic-Coated Steel Wire: 9 gauge, marcelled tension wire according to ASTM A817 or ASTM A824, with the following metallic coating:
   1. Type II: Zinc coated (galvanized) with minimum coating weight matching chain-link fabric coating weight.

2.4 FITTINGS

A. Provide fittings according to ASTM F626.

B. Barbed Wire Arms: Pressed steel or cast iron, with clips, slots, or other means for attaching strands of barbed wire, and means for attaching to posts, for each post unless otherwise indicated, and as follows:
   1. Provide line posts with arms that accommodate top rail or tension wire.
   2. Provide corner arms at fence corner posts unless extended posts are indicated.
3. Single-Arm Type: Type I, slanted arm.

C. Finish:
   1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. of zinc.
      a. Polymer coating over metallic coating.

2.5 BARBED WIRE

A. Steel Barbed Wire: ASTM A121, two-strand barbed wire, 0.099-inch-diameter line wire with 0.080-inch-diameter, four-point round barbs spaced not more than 5 inches o.c.
   1. Aluminum Coating: Type A.
   2. Zinc Coating: Type Z, Class 3.

2.6 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

A. Install chain-link fencing according to ASTM F567 and more stringent requirements specified.
B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
   1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
   2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
      a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water.

D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. For runs exceeding 500 feet, space pull posts an equal distance between corner or end posts.

E. Line Posts: Space line posts uniformly at a maximum distance of 10 feet o.c.

F. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch-diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:
   1. Extended along bottom of fence fabric.

G. Chain-Link Fabric: Apply fabric to same side of enclosing framework as existing fencing. Leave 2-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

H. Barbed Wire: Install barbed wire uniformly spaced, angled toward the same side of fence as existing. Pull wire taut, install securely to extension arms, and secure to end post or terminal arms.

3.4 ADJUSTING

A. Lubricate hardware and other moving parts.

END OF SECTION 323113
SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY
   A. Section Includes:
      1. Seeding.
      2. Hydroseeding.
      4. Turf renovation.
      5. Erosion-control materials.

1.3 DEFINITIONS
   A. Finish Grade: Elevation of finished surface of planting soil.
   B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
   C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
   D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
   E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 INFORMATIONAL SUBMITTALS
   A. Qualification Data: For Landscape Installer.
   B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
1. Certification of each seed mixture for turf grass sod. Include identification of source and name and telephone number of supplier.

C. Product Certificates: For fertilizers, from manufacturer.

D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by OA/FMDC Construction Representative and/or Designer for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.

1. Pesticide Applicator: State licensed, commercial.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

C. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Accompany each delivery of bulk materials with appropriate certificates.

1.8 FIELD CONDITIONS

A. Planting Restrictions: Plant during appropriate season for supplied turf and/or grass. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species:
1. Quality, Non-State Certified: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
2. Sun and Partial Shade, Cool-Season Grass: Proportioned by weight as follows:
   a. 50 percent Kentucky bluegrass (Poa pratensis).
   b. 30 percent chewing red fescue (Festuca rubra variety).
   c. 10 percent perennial ryegrass (Lolium perenne).
   d. 10 percent redtop (Agrostis alba).
3. Shade, Cool-Season Grass: Proportioned by weight as follows:
   a. 50 percent chewing red fescue (Festuca rubra variety).
   b. 35 percent rough bluegrass (Poa trivialis).
   c. 15 percent redtop (Agrostis alba).

2.2 TURFGRASS SOD

A. Turfgrass Sod: Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.

B. Turfgrass Species, Warm-Season Grass: Bermudagrass (Cynodon dactylon), Carpetgrass (Axonopus affinis), Zoysiagrass (Zoysia japonica), or Surf-type tall fescue (Festuca arundinacea), shade tolerant blend.

C. Turfgrass Species, Cool-Season Grass: Sod of grass species as follows, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
1. Sun and Partial Shade: Proportioned by weight as follows:
   a. 50 percent Kentucky bluegrass (Poa pratensis).
   b. 30 percent chewing red fescue (Festuca rubra variety).
c. 10 percent perennial ryegrass (Lolium perenne).
d. 10 percent redtop (Agrostis alba).

2. Shade: Proportioned by weight as follows:
   a. 50 percent chewings red fescue (Festuca rubra variety).
   b. 35 percent rough bluegrass (Poa trivialis).
   c. 15 percent redtop (Agrostis alba).

2.3 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition:
   a. 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
   b. Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition:
   a. 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
   b. Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.4 MULCHES

A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

B. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.

C. Muck Peat Mulch: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent, and containing no sand.

D. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

E. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

F. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

G. Asphalt Emulsion: ASTM D977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors.

2.5 PESTICIDES

A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.6 EROSION-CONTROL MATERIALS

A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.

B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

C. Erosion-Control Mats: Cellular, nonbiodegradable slope-stabilization mats designed to isolate and contain small areas of soil over steeply sloped surface, of 3-inch nominal mat thickness. Include manufacturer's recommended anchorage system for slope conditions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.

3. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by OA/FMDC Construction Representative and/or Designer and replace with new planting soil.

3.2 PREPARATION

A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.

2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

A. General: Prepare planting area for soil placement and mix planting soil according to manufacturer’s / supplier’s recommendations.

B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.

1. Reduce elevation of planting soil to allow for soil thickness of sod.

C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

D. Before planting, obtain OA/FMDC Construction Representative and/or Designer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

A. Prepare area as specified in "Turf Area Preparation" Article.

B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.

C. Fill cells of erosion-control mat with planting soil and compact before planting.
D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.

E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SEEDING

A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.

1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
2. Do not use wet seed or seed that is moldy or otherwise damaged.
3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Sow seed at a minimum total rate of 2 lb/1000 sq. ft. and in accordance with manufacturer’s / supplier’s recommendations to obtain sufficient stand of grass.

C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

D. Protect seeded areas with slopes exceeding 1:3 with approved material according to manufacturer's written instructions.

E. Protect seeded areas with slopes not exceeding 1:3 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.

1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
2. Bond straw mulch by spraying with asphalt emulsion at a rate of 10 to 13 gal./1000 sq. ft. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

F. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch, and roll surface smooth.

3.6 HYDROSEEDING

A. Hydroseeding: Mix specified seed, commercial fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.
3. Spray-apply slurry uniformly to all areas to be seeded in a two-step process. Apply first slurry coat at a rate so that mulch component is deposited at not less than 500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate. Apply slurry cover coat of fiber mulch (hydromulching) at a rate of 1000 lb/acre.

3.7 SODDING

A. Lay sod within 24 hours of harvesting unless a suitable preservation method is accepted by OA/FMDC Construction Representative and/or Designer prior to delivery time. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across slopes exceeding 1:3.
2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.8 TURF RENOVATION

A. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.

1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
2. Install new planting soil as required.

B. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.

C. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.

D. Mow, dethatch, core aerate, and rake existing turf.

E. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

F. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.

G. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
H. Apply initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
   1. Initial Fertilizer: Commercial fertilizer applied according to manufacturer's recommendations.

I. Apply seed and protect with straw mulch as required for new turf.

J. Water newly planted areas and keep moist until new turf is established.

3.9 TURF MAINTENANCE

A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

   1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.

   2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.

   3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.

   1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.

3.10 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by OA/FMDC Construction Representative and/or Designer:

   1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

   2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

   3. Satisfactory Plugged Turf: At end of maintenance period, the required number of plugs has been established as well-rooted, viable patches of grass, and areas between plugs are free of weeds and other undesirable vegetation.

   4. Satisfactory Sprigged Turf: At end of maintenance period, the required number of sprigs has been established as well-rooted, viable plants, and areas between sprigs are free of weeds and other undesirable vegetation.
B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

### 3.11 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

### 3.12 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

D. Remove nondegradable erosion-control measures after grass establishment period.

### 3.13 MAINTENANCE SERVICE

A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:

1. Seeded Turf: 30 days from date of planting completion.
   a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

**END OF SECTION 329200**
SECTION 334200 - STORMWATER CONVEYANCE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Corrugated-steel pipe and fittings.
   2. PVC pipe and fittings.
   3. Non-pressure transition couplings.

1.3 DEFINITIONS (NOT APPLICABLE)

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Shop Drawings: (NOT APPLICABLE)

1.5 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of cast-iron soil pipe and fitting, from manufacturer.
B. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
B. Protect pipe, pipe fittings, and seals from dirt and damage.
C. Handle manholes in accordance with manufacturer's written rigging instructions.
D. Handle stormwater inlets in accordance with manufacturer's written rigging instructions.
1.8 FIELD CONDITIONS

A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service in accordance with requirements indicated:

1. Notify OA/FMDC Construction Representative and/or Designer no less than seventy-two (72) hours in advance of proposed interruption of service.
2. Do not proceed with interruption of service without OA/FMDC Construction Representative and/or Designer's written permission.

PART 2 - PRODUCTS

2.1 CORRUGATED-STEEL PIPE AND FITTINGS

A. Source Limitations: Obtain corrugated-steel pipe and fittings from single manufacturer.

B. Corrugated-Steel Pipe and Fittings: ASTM A760/A760M, Type I with fittings of similar form and construction as pipe.

1. Special-Joint Bands: Corrugated steel with O-ring seals.
3. Coating: Aluminum or Zinc.

2.2 PVC PIPE AND FITTINGS

A. Source Limitations: Obtain PVC pipe and fittings from single manufacturer.


C. PVC Cellular-Core Piping:

1. PVC Cellular-Core Pipe and Fittings: ASTM F891, Sewer and Drain Series, PS 50 minimum stiffness, PVC cellular-core pipe with plain ends for solvent-cemented joints.

D. PVC Corrugated Sewer Piping:

2. Fittings: ASTM F949, PVC molded or fabricated, socket type.

E. PVC Profile Sewer Piping:

2. Fittings: ASTM D3034, PVC with bell ends.

F. PVC Type PSM Sewer Piping:
   1. Pipe: ASTM D3034, SDR 35, PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints.
   2. Fittings: ASTM D3034, PVC with bell ends.

G. PVC Gravity Sewer Piping:

2.3 NONPRESSURE TRANSITION COUPLINGS

A. Comply with ASTM C1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.

B. Sleeve Materials:
   1. For Plastic Pipes: ASTM F477, elastomeric seal or ASTM D5926, PVC.
   2. For Dissimilar Pipes: ASTM D5926, PVC or other material compatible with pipe materials being joined.

C. Unshielded, Flexible Couplings:
   1. Source Limitations: Obtain unshielded, flexible couplings from single manufacturer.
   2. Description: Elastomeric sleeve with corrosion-resistant-metal tension band and tightening mechanism on each end.

D. Shielded, Flexible Couplings:
   1. Source Limitations: Obtain shielded, flexible couplings from single manufacturer.
   2. Description: ASTM C1460, elastomeric or rubber sleeve with full-length, corrosion-resistant outer shield and corrosion-resistant-metal tension band and tightening mechanism on each end.

E. Ring-Type, Flexible Couplings:
   1. Source Limitations: Obtain ring-type, flexible couplings from single manufacturer.
   2. Description: Elastomeric compression seal with dimensions to fit inside bell of larger pipe and for spigot of smaller pipe to fit inside ring.

2.4 CLEANOUTS

A. PVC Cleanouts:
   1. Source Limitations: Obtain PVC cleanouts from single manufacturer.
   2. Description: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.
PART 3 - EXECUTION

3.1 EARTHWORK
A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION
A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's written instructions for use of lubricants, cements, and other installation requirements.

C. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

D. Install gravity-flow, nonpressure drainage piping in accordance with the following:
   1. Install piping pitched down in direction of flow.
   2. Install piping NPS 6 and larger with restrained joints at tee fittings and at changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place concrete supports or anchors.
   3. Install piping with 36-inch-minimum cover as allowed by existing conditions.
   4. Install corrugated-steel piping in accordance with ASTM A798/A798M.
   5. Install PVC cellular-core piping in accordance with ASTM D2321 and ASTM F1668.
   6. Install PVC sewer piping in accordance with ASTM D2321 and ASTM F1668.
   7. Install PVC profile gravity sewer piping in accordance with ASTM D2321 and ASTM F1668.

3.3 PIPE JOINT CONSTRUCTION
A. Join gravity-flow, nonpressure drainage piping in accordance with the following:
   1. Join corrugated-steel sewer piping in accordance with ASTM A798/A798M.
   2. Join PVC cellular-core piping in accordance with ASTM D2321 and ASTM F891 for solvent-cemented joints.
   3. Join PVC corrugated sewer piping in accordance with ASTM D2321 for elastomeric-seal joints.
   4. Join PVC sewer piping in accordance with ASTM D2321 and ASTM D3034 for elastomeric-seal joints or ASTM D3034 for elastomeric-gasketed joints.
   5. Join PVC profile gravity sewer piping in accordance with ASTM D2321 for elastomeric-seal joints or ASTM F794 for gasketed joints.
   6. Join dissimilar pipe materials with nonpressure-type flexible couplings.
3.4 CLEANOUT INSTALLATION

A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.

1. Use Light-Duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.
2. Use Medium-Duty, top-loading classification cleanouts in paved foot-traffic areas.
3. Use Heavy-Duty, top-loading classification cleanouts in vehicle-traffic service areas.

B. Set cleanout frames and covers in earth in cast-in-place concrete block, 18 by 18 by 12 inches deep. Set with tops 1 inch above surrounding earth grade.

C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.5 CONNECTIONS

A. Connect non-pressure, gravity-flow drainage piping from building's storm drains as shown on plans.

B. Make connections to existing piping and underground manholes.

1. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch overlap, with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
2. Make branch connections from side into existing piping, NPS 4 to NPS 20. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye with not less than 6 inches of concrete with 28-day compressive strength of 3000 psi.
3. Make branch connections from side into existing piping, NPS 21 or larger, or to underground manholes and structures by cutting into existing unit and creating an opening large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall unless otherwise indicated. On outside of pipe, manhole, or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.

a. Use concrete that will attain a minimum 28-day compressive strength of 3000 psi unless otherwise indicated.
b. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.

4. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.
C. Pipe couplings, expansion joints, and deflection fittings with pressure ratings at least equal to piping rating may be used in applications below unless otherwise indicated.

1. Use nonpressure-type flexible couplings where required to join gravity-flow, nonpressure sewer piping unless otherwise indicated.
   a. Unshielded flexible couplings for same or minor difference OD pipes.
   b. Unshielded, increaser/reducer-pattern, flexible couplings for pipes with different OD.
   c. Ring-type flexible couplings for piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.

2. Use pressure-type pipe couplings for force-main joints.

3.6 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:

1. Close open ends of piping with at least 8-inch-thick, brick masonry bulkheads.
2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.

B. Backfill to grade in accordance with Section 312000 "Earth Moving."

3.7 IDENTIFICATION

A. Materials and their installation are specified in Section 312000 "Earth Moving." Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.

1. Use warning tape or detectable warning tape over ferrous piping.
2. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.8 FIELD QUALITY CONTROL

A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.

1. Submit separate reports for each system inspection.
2. Defects requiring correction include the following:
   a. Alignment: Less than full diameter of inside of pipe is visible between structures.
   b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
   c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
   d. Infiltration: Water leakage into piping.
e. Exfiltration: Water leakage from or around piping.

3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
4. Reinspect and repeat procedure until results are satisfactory.

B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.

1. Do not enclose, cover, or put into service before inspection and approval.
2. Test completed piping systems in accordance with requirements of authorities having jurisdiction.
3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
4. Submit separate report for each test.
5. Gravity-Flow Storm Drainage Piping: Test in accordance with requirements of authorities having jurisdiction, UNI-B-6, and the following:
   a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
   b. Option: Test plastic piping in accordance with ASTM F1417.

C. Leaks and loss in test pressure constitute defects that must be repaired.

D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.9 CLEANING

A. Clean interior of piping of dirt and superfluous materials. Flush with potable water.

END OF SECTION 334200
JUL 11 2017

OA-Facilities Mgmt, Design, and Construction
301 West High Street, Hst Rm 370
Jefferson City, MO 65101

Dear OA-Facilities Mgmt,

Enclosed please find your Missouri State Operating Permit which authorizes land disturbance activities for Office of Administration. This permit has been issued at your request and is based upon information submitted in your application to the Missouri Department of Natural Resources.

Please note that prior to the beginning of land disturbance activities other permits may also be required. Especially note the requirements for a Missouri Department of Natural Resources 401 Water Quality Certification and the U.S. Army Corps of Engineers 404 permit. A 401 Certification is needed when placing material, or fill, into the jurisdictional waters of the United States. Examples are culverts under road crossings, riprap along stream banks and storm water outfall pipes. The term ‘jurisdictional waters’ refers to large lakes, rivers, streams and wetlands, including those that don’t always contain water.

The permitting and certification process is shared between the department and the U.S. Army Corps of Engineers. More details can be found at the US Army Corps of Engineer’s Website at http://www.usace.army.mil/. Some of these activities are also described on page 2, item 3 of the enclosed permit.

This permit contains several requirements and should be thoroughly read and understood by you. If your permit requires environmental monitoring, copies of the necessary forms have been enclosed. In all future correspondence regarding your permit please reference your permit number as shown on page 1 of the permit.

Please contact the Water Pollution Enforcement and Compliance Unit if you would like to schedule an Environmental Assistance Visit (EAV) at 573-751-1300. During the visit, staff will review the requirements of the permit and answer any questions that you may have. Staff will also be available to walk the site to advise on Best Management Practices required by the permit. The department’s regional office staff may also contact you to schedule an EAV.
If you were adversely affected by this decision, you may be entitled to an appeal before the administrative hearing commission pursuant to 10 CSR 20-1.020 and Sections 644.051.6 and 621.250, RSMo. To appeal, you must file a petition with the administrative hearing commission within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the Administrative Hearing Commission. Contact information for the AHC is as follows: Administrative Hearing Commission, Third Floor, 131 West High Street, Jefferson City, MO 65101 (Mailing address: PO Box 1557, Jefferson City, MO 65102-1557), Phone: 573-751-2422, Fax: 573-751-5018, Website: www.oa.mo.gov/ahc.

Please be aware that this facility may also be subject to any applicable county or other local ordinances or restrictions.

Sincerely,

WATER PROTECTION PROGRAM

[Signature]

David J. Lamb
Acting Director

DJL/sm

Enclosure
MISSOURI STATE OPERATING PERMIT

General Operating Permit

In compliance with the Missouri Clean Water Law, (Chapter 644 R.S. Mo as amended, hereinafter, the Law), and the Federal Water Pollution Control Act (Public Law 92-500, 92nd Congress) as amended,

<table>
<thead>
<tr>
<th>Permit No</th>
<th>MOR100038</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner:</td>
<td>OA-Facilities Mgmt, Design, and Construc</td>
</tr>
<tr>
<td>Address:</td>
<td>301 West High Street, Hst Rm 370</td>
</tr>
<tr>
<td></td>
<td>Jefferson City, MO 65101</td>
</tr>
</tbody>
</table>

| Continuing Authority: | OA Facilities Mgmt Design Construction |
|                      | 301 West High St. |
|                      | Hst Rm 730 |
|                      | Jefferson City, MO 65102 |

| Facility Name:    | Office of Administration |
| Facility Address: | OA-FMDC, PO Box 809 301 W High street |
|                  | JEFFERSON CITY, MO 65102 |

| Legal Description: | Land Grant 681, Cole County |
| UTM Coordinates:  | 571840.000/4270368.000 |
| Receiving Stream: | Various State Wide (U) |
| First Classified Stream - ID#: | Missouri R. (P) 701.00 |
| USGS# and Sub Watershed#: | 10300102 - 1305 |

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements as set forth herein.

FACILITY DESCRIPTION

All Outfalls SIC #1629
All Outfalls - Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling and other activity that results in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution of waters of the state)

This permit authorizes only wastewater, including storm water, discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System, it does not apply to other regulated areas. This permit may be appealed in accordance with RSMo Section 644.051.6 and 621.250, 10 CSR 20-6.020, and 10 CSR 20-1.020.

July 01, 2017
Issue Date

Edward B. Galbraith, Director
Division of Environmental Quality

June 22, 2022
Expiration Date

David J. Lamb, Acting Director
Water Protection Program
APPLICABILITY

1. This general permit authorizes the discharge of stormwater and certain non-stormwater discharges from land disturbance sites that disturb one or more acres or disturb less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project. This general permit also authorizes the discharge of stormwater and certain non-stormwater discharges from smaller projects where the Missouri Department of Natural Resources (department) has exercised its discretion to require a permit [10 CSR 20-6.200(1)(B)].

2. This general permit is issued to a city, county, state or federal agency or other governmental jurisdiction for land disturbance projects performed by or under contract to the permittee.

3. A general stormwater control plan or stormwater pollution prevention plan (SWPPP) must be developed prior to issuance of this permit. These plans must include a narrative of the types and appropriate uses of Best Management Practices (BMPs) for erosion and sediment control and stormwater management. All water pollution controls on land disturbance sites shall conform to the stormwater control program and/or SWPPP of the city, county or other governmental jurisdiction in which the land disturbance activity is occurring. The requirements of the stormwater control program and/or SWPPP must be at least as stringent as those described in this permit and 10 CSR 20-6.200.

4. A Missouri State Operating Permit must be issued before any site vegetation is removed or the site disturbed. Any site owner/operator subject to these requirements for stormwater discharges and who disturbs land prior to permit issuance from the department is in violation of both State regulations per 10 CSR 20-6.200(1)(A) and Federal regulations per 40 CFR 122.26. The legal owner of the property, right-of-way or the holder of an easement on the property, and operator on which the site is located are responsible for compliance with this permit.

5. This permit authorizes discharges from construction support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided that appropriate stormwater controls are designed, installed, maintained and provided:
   a. The support activity is directly related to the construction site required to have permit coverage for stormwater discharges;
   b. The support activity is not a commercial operation; and
   c. The support activity does not continue to operate beyond the completion of the construction activity at the project it supports.

The permittee is responsible for compliance with this permit for any construction support activities.

6. This permit authorizes non-stormwater discharges from the following activities provided that these discharges are addressed in the permittee’s specific SWPPP required by this general permit:
   a. Dewatering activities if there are no contaminants other than sediment present in the discharge, and the discharge is treated as specified in Requirements, Section 10.o. of this permit;
   b. Flushing water hydrants and potable water lines;
   c. Water only (i.e., without detergents or additives) rinsing of streets and buildings; and
   d. Site watering to establish vegetation.

7. This general permit does not authorize the:
   a. placement of fill materials in waters or floodplains
   b. obstruction of stream flow,
   c. redirection of stormwater across private property not owned or operated by the permittee, or
d. Changing the channel of a defined drainage course. These actions may be regulated by other federal, state, or local entities, such as the U.S. Army Corps of Engineers or Federal Emergency Management Agency. This general permit addresses only the quality of the stormwater runoff and the minimization of off-site migration of sediments and other water contaminants.

8. This permit does not authorize land disturbance activity in jurisdictional waters of the United States, unless the permittee has obtained the required Clean Water Act Section 404 Department of the Army permit from the U.S. Army Corps of Engineers and its associated Section 401 Water Quality Certification from the department. Land disturbance activities may not begin in the affected waters of the United States until the required §404 permit and §401 water quality certification have been obtained.

9. This general permit prohibits any discharge of wastewater generated from air pollution control equipment or the containment of scrubber water in lined ponds to waters of the state.

10. This general permit prohibits any discharge of sewage or pollutants to waters of the state including but not limited to:
   a. Any hazardous material, oil, lubricant, solid waste or other non-naturally occurring substance from the site, including fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
   b. Soaps or solvents used in vehicle and equipment washing;
   c. Hazardous substances or petroleum products from an on-site spill or handling and disposal practices;
   d. Wash and/or rinse waters from concrete mixing equipment including ready mix concrete trucks, unless managed by an appropriate control. Any such pollutants must be adequately treated and addressed in the SWPPP, and cannot be discharged to waters of the state;
   e. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
   f. Domestic wastewaters, including gray waters; or
   g. Industrial stormwater runoff.

11. The department reserves the right to revoke or deny coverage under this general permit to applicants for stormwater discharges from land disturbance activities at sites that have contaminated soils that will be disturbed by the land disturbance activity or where such materials are brought to the site to use as fill or borrow. A site-specific permit may be required to cover such activities.

12. If at any time the department determines that the quality of waters of the state may be better protected by requiring the owner/operator of the permitted site to apply for a site-specific or different general permit, the department may do so [10 CSR 20-6.010(13)(C)]. Examples of when this may occur:
   a. The permittee is not in compliance with the conditions of this general permit;
   b. The discharge no longer qualifies for this general permit due to changed site conditions and/or regulations; or
   c. Information becomes available that indicates water quality standards have been or may be violated.
   The permittee will be notified in writing of the requirement to apply for a site-specific permit or a different general permit. When issued to the authorized permittee, the applicability of this general permit to the permittee is automatically terminated upon the effective date of the site-specific or different general permit.

13. Any owner/operator authorized by a general permit may request to be excluded from the coverage of the general permit and apply for a site-specific permit [10 CSR 20-6.010(13)(D)].
14. This operating permit does not affect, remove, or replace any requirement of the National Environmental Policy Act; the Endangered Species Act; the National Historic Preservation Act; the Comprehensive Environmental Response, Compensation and Liability Act; or the Resource Conservation and Recovery Act. Determination of applicability for the above mentioned acts is the responsibility of the permittee.

15. This permit does not supersede any requirement for obtaining project approval under an established local authority.

16. This permit is not transferable to other owners or operators.

EXEMPTIONS FROM PERMIT REQUIREMENTS

1. Facilities that discharge all stormwater runoff directly to a combined sewer system are exempt from stormwater permit requirements.

2. Land disturbance activity as described in 10 CSR 20-6.010(1)(B) and 10 CSR 20-6.200(1)(B).

3. Oil and gas related activities as listed in 40 CFR 122.26(a)(2)(ii).

REQUIREMENTS

1. **Electronic Discharge Monitoring Report (eDMR) Submission System.**
   Per 40 CFR Part 127 National Pollutant Discharge Elimination System (NPDES) Electronic Reporting Rule, reporting shall be submitted by the permittee via an electronic system to ensure timely, complete, accurate, and nationally-consistent set of data about the NPDES program. All general permit covered facilities under this master general permit shall comply with the department’s requirements for electronic reporting.
   a. Reporting Requirements.
      (1) Application to participate in the department’s eDMR system is required as part of the application for general permit coverage in order to constitute a complete permit application and may be accessed at dnr.mo.gov/env/wpp/edmr.htm.
      (2) The permittee must electronically submit quarterly reports via the eDMR system.
   b. Other actions. The following shall be submitted electronically after such a system has been made available by the department:
      (1) General Permit Applications/Notices of Intent to discharge (NOIs);
      (2) Notices of Termination (NOTs);
      (3) No Exposure Certifications (NOEs); and
      (4) Low Erosivity Waivers and Other Waivers from Stormwater Controls (LEWs).
   c. Electronic Submissions. To access the eDMR system, use the following web link: https://edmr.dnr.mo.gov/edmr/E2/Shared/Pages/Main/Login.aspx.
   d. Waivers from Electronic Reporting.
      (1) The permittee must electronically submit reports unless a waiver is granted by the department in compliance with 40 CFR Part 127.
      (2) The permittee may obtain a temporary or permanent electronic reporting waiver by first submitting an eDMR Waiver Request Form (Form 780-2692: http://dnr.mo.gov/forms/780-2692-f.pdf, by contacting the appropriate permitting office or emailing edm@dnr.mo.gov). The department will either approve or deny this electronic reporting waiver request within 120 calendar days of receipt.
      (3) Only permittees with an approved waiver request may submit reports on paper to the Department for the period that the approved electronic reporting waiver is effective.

2. **Quarterly Reports:** Permittees shall prepare a quarterly report with a list of active land disturbance sites including any off-site borrow or depositional areas associated with the construction project.
and submit the following information electronically as an attachment to the eDMR system until such a time when the current or a new system is available to allow direct input of the data:

- a. The name of the project;
- b. The location of the project (including the county);
- c. The name of the primary receiving water(s) for each project;
- d. A description of the project;
- e. The number of acres disturbed;
- f. The percent of completion of the project;
- g. The projected date of completion.

The quarterly report(s) shall be maintained by the permittee and readily available for review by the department at the address provided on the application as well as submitted to the department quarterly via the department’s eDMR system. When a permittee terminates permit coverage, the permittee shall submit with the request for termination, the final quarterly report for the current calendar quarter. The permittee shall submit quarterly reports according to Table A.

<table>
<thead>
<tr>
<th>Activity for the months of:</th>
<th>Report is due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January, February, March (1st Quarter)</td>
<td>April 28</td>
</tr>
<tr>
<td>April, May, June (2nd Quarter)</td>
<td>July 28</td>
</tr>
<tr>
<td>July, August, September (3rd Quarter)</td>
<td>October 28</td>
</tr>
<tr>
<td>October, November, December (4th Quarter)</td>
<td>January 28</td>
</tr>
</tbody>
</table>

3. This permit is to ensure the design, installation and maintenance of effective erosion and sediment controls minimize the discharge of pollutants by:
   - a. Controlling stormwater volume and velocity within the site to minimize soil erosion;
   - b. Controlling stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion and scour in the immediate vicinity of discharge points;
   - c. Minimizing the amount of soil exposed during construction activity;
   - d. Minimizing the disturbance of steep slopes;
   - e. Addressing factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle size expected to be present on the site to minimize sediment discharges from the site;
   - f. Providing and maintaining natural buffers around surface waters as detailed in 10.f;
   - g. Directing stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration and filtering, unless infeasible; and
   - h. Minimizing soil compaction and, unless infeasible, preserve topsoil. Minimizing soil compaction or preserving topsoil is not required where the intended function of a specific area of the site dictates that it be compacted or the topsoil be disturbed or removed.

4. Installation of Best Management Practices (BMPs) necessary to prevent soil erosion at the project boundary must be complete prior to the start of all phases of construction.

5. Install sediment controls along any perimeter areas of the site.
   - a. Remove any sediment per the manufacturer’s instructions or before it has accumulated to one-half of the above-ground height of any perimeter control.
   - b. For sites where perimeter controls are infeasible, other practices shall be implemented to minimize discharges to perimeter areas of the site.

6. BMPs shall be maintained and remain in effective operating condition during the entire duration of the project, with repairs made within the timeframe specified in the Requirements Section 9 of this permit, until final stabilization has been achieved.

7. Minimize sediment track-out from the site.
   - a. Restrict vehicle traffic to properly designed exit points such as an aggregate stone with an underlying geotextile or non-woven filter fabric.
b. Use appropriate stabilization techniques at all points that exit onto paved roads.
c. Remove any sediment that has been tracked out within the same business day or by the end of the next business day if track-out occurs on a non-business day.

8. SWPPP Development and Implementation: The primary requirement of this permit is the development and implementation of a SWPPP which incorporates site-specific practices to best minimize the soil exposure, soil erosion, and the discharge of pollutants. The permittee shall fully implement the provisions of the SWPPP required under this part as a condition of this general permit throughout the term of the land disturbance project. The SWPPP must be developed prior to issuance of the permit and must be updated with details specific to the land disturbance site prior to conducting any land disturbance activities at the site. Either an electronic copy or a paper copy of the SWPPP must be accessible to anyone on-site at all times when land disturbance operations are in progress, or other operational activities that may affect the maintenance or integrity of the BMP structures and made available as specified under the Records Section of this permit.

9. The SWPPP must:
   a. List and describe all points of discharge to receiving water(s);
   b. Incorporate required practices identified below;
   c. Incorporate erosion control practices specific to site conditions;
   d. Provide for maintenance and adherence to the plan;
   e. Discuss whether or not additional authorizations, such as a Section 404 permit and associated Section 401 Water Quality Certification are required for the project; and
   f. Name the person responsible for inspection, operation and maintenance of BMPs.

The purpose of the SWPPP is to ensure the design, implementation, management and maintenance of BMPs in order to prevent sediment and other pollutants in stormwater discharges associated with the land disturbance activities; compliance with the Missouri Water Quality Standards; and compliance with the terms and conditions of this general permit.

The following manuals are acceptable resources for the selection of appropriate BMPs. Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites, (Document number EPA 833-R-06-004) published by the United States Environmental Protection Agency (USEPA) in May 2007. This manual as well as other information, including examples of construction SWPPPs, is available at the USEPA internet site at https://www.epa.gov/npdes/developing-stormwater-pollution-prevention-plan-swppp; and the latest version of Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri, published by the department is available on the department’s internet site at http://www.dnr.mo.gov/env/wpp/wpcp-guide.htm.

The permittee is not limited to the use of these guidance manuals. Other guidance publications may be used to select appropriate BMPs. However, all BMPs should be described and justified in the SWPPP.

10. SWPPP Requirements: The following information and practices shall be provided for in the SWPPP:
   a. Nature of the Construction Activity: The SWPPP briefly must describe the nature of the construction activity, including:
      (1) The function of the project (e.g., low density residential, shopping mall, highway, etc.);
      (2) The intended sequence and timing of activities that disturb the soils at the site;
      (3) Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities including off-site borrow and fill areas; and
      (4) A general map (e.g., United States Geological Survey quadrangle map, a portion of a city or county map, or other map) with enough detail to identify the location of the construction site and waters of the state within one mile of the site.
b. **Site Map:** The SWPPP must contain a legible site map showing the site boundaries and points of discharge to receiving water(s) and identifying:
   1. Direction(s) of stormwater flow and approximate slopes for all phases of construction activities;
   2. Areas of soil disturbance and areas that will not be disturbed (or a statement that all areas of the site will be disturbed unless otherwise noted);
   3. Location of permanent and temporary structural and non-structural BMPs identified in the SWPPP;
   4. Locations where stabilization practices are expected to occur;
   5. Locations of off-site material, waste, borrow or equipment storage areas;
   6. Locations of all waters of the state (including wetlands);
   7. Locations where stormwater discharges to a surface water; and
   8. Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.

c. **Site Description:** In order to identify the site, the SWPPP shall include facility and points of discharge to receiving water(s) information. The SWPPP shall have sufficient information to be of practical use to contractors and site construction workers to guide the installation and maintenance of BMPs.

d. **Selection of Temporary and Permanent BMPs:** The permittee shall select, install, use, operate and maintain appropriate BMPs for the permitted site and list them in the SWPPP.

e. **Preservation of trees and vegetation:** The SWPPP shall require existing vegetation and trees to be preserved where practical.

f. **Surface Water Buffers:** For surface waters of the state, defined as “all waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common, located on or adjacent to the site,” the permittee must comply with (1)-(3), except as noted in (4):
   1. Provide and maintain a 50-foot undisturbed natural buffer;
   2. Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or
   3. If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.
   4. The permittee is not required to comply with (1), (2) or (3) above if one of the following exceptions apply and documentation is provided in the SWPPP:
      (a) As authorized per Clean Water Act Section 404 Department of the Army permit and its associated Section 401 Water Quality Certification from the department.
         1. The angle of any crossing shall be as perpendicular as feasible to the water course or natural stream buffer to minimize adverse impacts.
      (b) If there is no discharge of stormwater to waters of the state through the area between
         the disturbed portions of the site and waters of the state located within 50 feet of your
         site. This includes situations where you have implemented permanent control measures that will prevent such discharges, such as a berm or other barrier.
      (c) Where no natural buffer exists due to preexisting development disturbances that
         occurred prior to the initiation of planning for the current development of the site.
         1. Where some natural buffer exists but portions of the area within 50 feet of the
            waters of the state are occupied by preexisting development disturbances, you are
            required to comply with (1), (2), or (3) above.
      (d) For linear projects where site constraints make it infeasible to implement a buffer or
         equivalent provided you limit disturbances within 50 feet of any waters of the state and/or you provide supplemental erosion and sediment controls to treat stormwater
discharges from earth disturbances within 50 feet of the water of state.
(e) For small residential lot construction as defined as 'a lot being developed for
residential purposes that will disturb less than 1 acre of land, but is part a larger
common plan of development or sale,' one has the option of complying with (1), (2)
or (3) above or one of the following alternatives:
1. Tiered-technology approach where:
   a. A 50-foot or larger buffer is retained, no additional requirements are needed,
   b. The buffer is greater than 30 feet but less than 50 feet wide, implement
double perimeter controls spaced a minimum of at least 5 feet apart between
land disturbance and water of the state, or
   c. A less than or equal to 30-foot buffer is maintained, implement double
perimeter controls between land disturbance and water of the state and
stabilization activities completed with 7 calendar days of temporary or
permanent cessation of land disturbance; or
2. Sediment discharge risk based on the site's slope, location and soil type when
combined with buffer width.

**g. Measuring Buffer Width:** Where the permittee is retaining a buffer of any size, the buffer
should be measured perpendicularly from any of the following points, whichever is further
landward from the water:
(1) The ordinary high water mark of the water body, defined as the line on the shore
established by fluctuations of water and indicated by physical characteristics such as a
clear, natural line impressed on the bank, shelving, changes in the character of soil,
destruction of terrestrial vegetation, and/or the presence of litter and debris; or
(2) The edge of the stream or river bank, bluff, or cliff, whichever is applicable.

**h. Description of BMPs:** The SWPPP shall include a description of both structural and non-
structural BMPs used one or more times at the site, providing the following general
information for each:
(1) Physical description of the BMP;
(2) Site conditions that must be met for effective use of the BMP;
(3) BMP installation/construction procedures, including typical drawings; and
(4) Operation and maintenance procedures for the BMP.

**i. Specific Instance of BMPs:** The SWPPP shall provide the following information for each
specific instance where a BMP is to be installed:
(1) Whether the BMP is temporary or permanent;
(2) Where, in relation to other site features, the BMP is to be located;
(3) When the BMP will be installed in relation to each phase of the land disturbance
procedures to complete the project; and
(4) Site conditions that must be met before removal of the BMP if the BMP is not a
permanent BMP.

**j. Disturbed Areas:** Slopes for disturbed areas must be defined in the SWPPP. A site map or
maps defining the sloped areas for all phases of the project must be included in the SWPPP.
(1) For soil disturbing activities that have temporarily ceased on any portion of the site and
will not resume for a period exceeding 14 calendar days:
   (a) The permittee shall construct BMPs to establish interim stabilization; and
   (b) Stabilization must be initiated immediately and completed within 14 calendar days.
(2) For soil disturbing activities that have been permanently ceased on any portion of the site,
final stabilization of disturbed areas must be initiated immediately and completed within
14 calendar days.
(3) Allowances to the 14 day completion period for temporary and final stabilization may be
made due to weather and equipment malfunctions. In drought-stricken areas where
initiating vegetative stabilization measures immediately are infeasible, alternative
stabilization measures must be employed. The use of allowances shall be documented in
the SWPPP.
(4) Interim stabilization shall consist of well-established and maintained BMPs that are reasonably certain to protect waters of the state from sediment pollution over an extended period of time. This may require adding more BMPs to an area than is normally used during daily operations. These BMPs may include a combination of sediment basins, check dams, sediment fences and mulch. The types of BMPs used must be suited to the area disturbed, taking into account the number of acres exposed and the steepness of the slopes. If the slope of the area is greater than 3:1 (three feet horizontal to one foot vertical) or if the slope is greater than 3% and greater than 150 feet in length, then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site.

(5) In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remain disturbed.

k. Installation: The permittee shall ensure the BMPs are properly installed at the locations and relative times specified in the SWPPP.

(1) Peripheral or border BMPs to control runoff from disturbed areas shall be installed or marked for preservation before general site clearing is started. Note that this requirement does not apply to earth disturbances related to initial site clearing and establishing entry, exit and access of the site, which may require that stormwater controls be installed immediately after the earth disturbance.

(2) For phased projects, BMPs shall be properly installed as necessary prior to construction activities.

(3) Stormwater discharges from disturbed areas which leave the site shall pass through an appropriate impediment to sediment movement such as a sedimentation basin, sediment traps and/or silt fences prior to leaving the land disturbance site.

(4) A drainage course change shall be clearly marked on a site map and described in the SWPPP.

(5) If vegetative stabilization measures are being implemented, stabilization is considered “installed” when all activities necessary to seed or plant the area are completed.

l. Sedimentation Basins: The SWPPP shall include a sedimentation basin for each drainage area with ten or more acres disturbed at one time.

(1) The sedimentation basin shall be sized to a local 2-year, 24-hour storm. A 2-year, 24-hour storm event shall be determined for the project location using the National Oceanic and Atmospheric Administration’s National Weather Service Atlas 14 which can be located at http://hdsc.nws.noaa.gov/hdsc/pfds/.

(2) Basins designed and initiated under the 2012 Area-Wide Land Disturbance General Permit MO-R100038 or prior authorizations shall comply with the requirements held in those authorizations. Any construction activities designed and initiated under this authorization shall comply with the local 2-year, 24-hour storm event by January 1, 2018.

(3) Accumulated sediment shall be removed from the basin when basin is 50% full.

(4) Utilize outlet structures that withdraw water from the surface when discharging from basins and impoundments unless infeasible.

(5) Discharges from the basin shall not cause scouring of the banks or bottom of the receiving stream.

(6) The SWPPP shall require the basin be maintained until final stabilization of the disturbed area served by the basin.

(7) The SWPPP shall require both temporary and permanent sedimentation basins to have a stabilized spillway to minimize the potential for erosion of the spillway or basin embankment.

(8) Where use of a sediment basin is infeasible, the SWPPP shall evaluate and specify other similarly effective BMPs to be employed to control erosion and sediment delivery. These similarly effective BMPs shall be selected from appropriate BMP guidance documents authorized by this permit. The BMPs must provide equivalent water quality protection to achieve compliance with this permit.
m. **Pollution Prevention Measures:** The SWPPP shall include BMPs for pollution prevention measures. At a minimum, such measures must be designed, installed, implemented and maintained:

1. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
2. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater. Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk or stormwater contamination (such as final products and material intended for outdoor use);
3. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures. Included but not limited to the installation of containment berms and use of drip pans at petroleum product and liquid storage tanks and containers; and

n. **Roadways:** Where applicable, upon installation of or connection to roadways, all efforts should be made to prevent the deposition of earth and sediment onto roadways through the use of proper BMPs.

1. Stormwater inlets susceptible to receiving sediment from the permitted land disturbance site shall have curb inlet protection.
2. Where stormwater will flow off the end of where a roadway terminates, a sediment catching BMP such as gravel berm or silt fence shall be provided.
3. Curb inlets shall be cleaned weekly or following a precipitation event that generates a run-off.

o. **Dewatering:** Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls. The SWPPP shall include a description of any anticipated dewatering methods.

1. The SWPPP shall call for specific BMPs designed to treat water pumped from trenches and excavations and in no case shall this water be pumped off-site without being treated by the specified BMPs.

11. **Good housekeeping practices** shall be maintained at all times to keep waste from entering waters of the state. Solid and hazardous waste management include providing trash containers and regular site cleanup for proper disposal of solid waste such as scrap building material, product/material shipping waste, and food containers and cups, and providing containers and proper disposal of waste paints, solvents and cleaning compounds. The provision of portable toilets for proper disposal of sanitary sewage and the storage of construction materials should be kept away from drainage courses and low areas.

12. **All fueling facilities** present shall at all times adhere to applicable federal and state regulations concerning underground storage, above ground storage and dispensers.

13. **Hazardous substances** that are transported, stored, or used for maintenance, cleaning, or repair shall be managed according to the provisions of the Missouri Hazardous Waste Laws and Regulations.

14. **Containers:** All paint, solvents, petroleum products, petroleum waste products and storage containers such as drums, cans, or cartons shall be stored according to BMPs. The materials exposed to precipitation shall be stored in watertight, structurally sound, closed containers. All containers shall be inspected for leaks or spillage during the inspection of BMPs.
15. **Amending/Updating the SWPPP**: The permittee shall amend and update the SWPPP as appropriate during the term of the land disturbance activity. The permittee shall amend the SWPPP at a minimum whenever the:
   a. Design, operation, or maintenance of BMPs is changed;
   b. Design of the construction project is changed that could significantly affect the quality of the stormwater discharges;
   c. Department notifies the permittee in writing of deficiencies in the SWPPP;
   d. SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence of excessive site erosion or excessive sediment deposits in streams or lakes); and/or
   f. Department determines violations of water quality standards may occur or have occurred.

16. An individual shall be designated by the permittee as the lead for environmental matters. The lead individual for environmental matters shall have a thorough and demonstrable knowledge of the site’s SWPPP and sediment and erosion control practices in general. The lead individual for environmental matters or a designated inspector knowledgeable in erosion, sediment and stormwater control principles shall inspect all structures that function to prevent pollution of waters of the state.

17. **Site Inspections**: The permittee (or a representative of the permittee) shall conduct regularly scheduled inspections.
   a. These inspections shall be conducted by a qualified person, one who is responsible for environmental matters at the site, or a person trained by and directly supervised by the person responsible for environmental matters at the site.
   b. Inspections are only required during the project’s normal working hours.
   c. For disturbed areas that have not been finally stabilized, all installed BMPs and other pollution control measures shall be inspected for proper installation, operation and maintenance.
   d. Areas on-site that have been stabilized must be inspected at least once per month.
      (1) For areas where disturbed portions have undergone temporary stabilization at the same time active construction continues on other areas, inspections shall occur at least once a month while stabilized and when re-disturbed shall follow either frequency outlined in subsection h. below.
      (2) For areas where disturbed portions have undergone final stabilization at the same time active construction continues on other areas, inspection frequency may be cease on the finally stabilized areas according to the following:
         (a) After the first monthly inspection, inspect once more within 24 hours of a storm event of 0.25 inches or greater.
         (b) If there are no issues or evidence of stabilization problems, further inspections may cease.
         (c) If unstable site conditions or sediment movement are observed, the site must be re-stabilized and monthly inspections shall occur until final stabilization is confirmed following a storm event of 0.25 inches or greater.
   e. All stormwater outfalls shall be inspected for evidence of erosion or sediment deposition.
   f. When practicable the receiving stream shall also be inspected for 50 feet downstream of the outfall.
   g. Any structural or maintenance problems shall be noted in an inspection report and corrected as soon as possible but no more than seven calendar days after the inspection.
      (1) If weather conditions prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (including pictures) and there must be a narrative explaining why the work cannot be accomplished within the seven day time period.
      (2) The documentation must be filed with the regular inspection reports.
      (3) The permittee shall correct the problem as soon as weather conditions allow.
   h. All BMPs must be inspected in accordance to one of the two schedules listed below, and any
changes to the frequency of inspections, including switching between the options listed below, must be documented in the SWPPP:

1. At least once every seven calendar days and within 48 hours after any storm event equal to or greater than a 2-year, 24-hour storm has ceased during a normal work day and within 72 hours if the event ceases during a non-work day such as a weekend or holiday; or

2. Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches or greater or the occurrence of runoff from snowmelt. To determine if a storm event of 0.25 inches or greater has occurred on-site, the permittee must either keep a properly maintained precipitation gauge on site, or obtain the storm event information from a weather station near the site.
   (a) Inspections shall be conducted within 24 hours once a storm event has produced 0.25 inches within a 24 hour period, even if the storm event is still continuing.
   (b) If the permittee has elected to inspect every 14 calendar days and there is a storm event at the site that continues for multiple days, and each day of the storm produces 0.25 inches or more of rain, the permittee is required to conduct an inspection within 24 hours of the first day of the storm and within 24 hours after the end of the storm.

18. The SWPPP must explain how the person responsible for erosion control will be notified when stormwater runoff occurs.

19. Site Inspections Reports: A log of each inspection and copy of the inspection report shall be kept readily accessible and must be available upon request by the department. Electronic logs are acceptable as long as reports can be provided in a timely manner. If inspection reports are kept off-site, the SWPPP must indicate where they are stored. The inspection report shall be signed by the permittee or by the person performing the inspection if duly authorized to do so. The inspection report is to include the following minimum information:
   a. Inspector’s name;
   b. Date of inspection;
   c. Observations relative to the effectiveness of the BMPs;
   d. Actions taken or necessary to correct the observed problem; and
   e. Listing of areas where land disturbance operations have permanently or temporarily stopped.

20. Notification to All Contractors: The permittee shall be responsible for notifying each contractor or entity (including utility crews and city employees or their agents) who will perform work at the site of the existence of the SWPPP and what action or precautions shall be taken while on-site to minimize the potential for erosion and the potential for damaging any BMP. The SWPPP shall contain a record of notification; for example, a list of contractors or entities given a copy of the SWPPP or education session sign-in sheet. The permittee is responsible for any damage a subcontractor may do to established BMPs and any subsequent water quality violation resulting from the damage.

21. Public Notification: The permittee shall post a copy of the public notification sign on page 15 of this permit at the main entrance to the site. The public notification sign must be visible from the public road that provides access to the site’s main entrance. An alternate location is acceptable provided the public can see it and it is noted in the SWPPP. The public notification sign must remain posted at the site until the permit has been terminated.

OTHER DISCHARGES

A record of each reportable release of hazardous substance shall be retained with the SWPPP and made available to the department upon request. The department may also require the submittal of a written or electronic report detailing measures taken to clean up the spill within five (5) days of the spill. Such a report must include the type of material spilled, volume, date of spill, date clean-up was completed, clean-up method, and final disposal method.
SAMPLING REQUIREMENTS AND EFFLUENT LIMITATIONS

The department may require sampling and reporting as a result of illegal discharges, compliance issues, complaint investigations, or other such evidence of contamination from activities at the site. If such an action is needed, the department will specify in writing any sampling requirements, including such information as location, extent and parameters.

RECORDS

1. The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site, results of any monitoring and analysis, and all site inspection records. The records shall be accessible during normal business hours. The records shall be retained for a period of at least three years from the date of the Letter of Termination.

2. The permittee shall provide a copy of the SWPPP to the department, USEPA, or any local agency or government representative if they request a copy in the performance of their official duties.

3. The permittee shall provide a copy of the SWPPP to those who are responsible for installation, operation, or maintenance of any BMP. The permittee, their representative, and/or the contractor(s) responsible for installation, operation and maintenance of the BMPs shall have a current copy of the SWPPP with them when on the project site.

LAND PURCHASE AND CHANGE OF OWNERSHIP

1. If the permittee sells any portion of the permitted site to a developer for commercial, industrial, or residential use, this land remains a part of the common sale and the new owner must obtain a permit prior to conducting any land disturbance activity. Therefore, the original permittee must amend the SWPPP to show that the property has been sold and therefore no longer under the original permit coverage.

2. Property of any size which is part of a larger common plan of development where the property has been stabilized and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity unless exempted per 10 CSR 20-6.010(1)(B), 10 CSR 20-6.200(1)(B), and 40 CFR 122.26(a)(2)(ii). .

3. If the entire tract is sold to a single entity, then this permit shall be terminated when the new owner obtains a new land disturbance permit for the site.

4. If a portion of a larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre while no permit is required for less than one acre of land sold.

TERMINATION

This permit may be terminated when all projects are stabilized. The project is considered to be finally stabilized when perennial vegetation, pavement, buildings, or structures using permanent materials cover all areas that have been disturbed. With respect to areas that have been vegetated, vegetation cover shall be at least 70% over 100% of the site. In order to terminate the permit, the permittee shall notify the department by submitting Form H- Request for Termination of a General Permit (http://dnr.mo.gov/forms/780-1409-f.pdf).

DUTY TO REAPPLY

Unless terminated, the permittee shall submit an application for the renewal of this permit by submitting Form E-Application for General Permit (http://dnr.mo.gov/forms/780-0795-f.pdf) and
MODIFICATION, REVOCA TION, AND REOPENING

1. The full implementation of this operating permit shall constitute compliance with all applicable federal and state statutes and regulations in accordance with §644.051.16, RSMo, and the CWA section 402(k); however, this permit may be reopened and modified, or alternatively revoked and reissued to comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2), and 307(a) (2) of the Clean Water Act, if the effluent standard or limitation so issued or approved:
   a. contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or
   b. controls any pollutant not limited in the permit.

2. If this permit is reopened, modified or revoked pursuant to this Section, the permittee retains all rights under Chapter 536 and 644 Revised Statutes of Missouri upon the department’s reissuance of the permit as well as all other forms of administrative, judicial, and equitable relief available under law.

STANDARD CONDITIONS

These Standard Conditions incorporate permit conditions as required by 40 CFR 122.41 or other applicable state statutes or regulations. These minimum conditions apply unless superseded by requirements specified in the permit.

1. Other Information: Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the department, it shall promptly submit such facts or information.

2. Duty to Comply: The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Missouri Clean Water Law and Federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

3. Duty to Provide Information: The permittee shall furnish to the department, within a reasonable time, any information which the department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the department upon request, copies of records required to be kept by this permit.
4. **Inspection and Entry:** The permittee shall allow the department, or an authorized representative (including an authorized contractor acting as a representative of the department), upon presentation of credentials and other documents as may be required by law, to:
   a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of the permit;
   b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
   c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
   d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Federal Clean Water Act or Missouri Clean Water Law, any substances or parameters at any location.

5. **Signatory Requirement:**
   a. All permit applications, reports required by the permit, or information requested by the department shall be signed and certified. (See 40 CFR 122.22 and 10 CSR 20-6.010)
   b. The Federal Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both.
   c. The Missouri Clean Water Law provides that any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than ten thousand dollars, or by imprisonment for not more than six months, or by both.
STORMWATER DISCHARGES
FROM THIS LAND DISTURBANCE
SITE ARE AUTHORIZED BY THE
MISSOURI STATE OPERATING
PERMIT NUMBER:

________________________

ANYONE WITH QUESTIONS OR
CONCERNS ABOUT
STORMWATER DISCHARGES
FROM THIS SITE, PLEASE
CONTACT THE MISSOURI
DEPARTMENT OF NATURAL
RESOURCES AT

1-800-361-4827
The Federal Water Pollution Control Act [Clean Water Act (CWA)] Section 402 of Public Law 92-500 (as amended) established the National Pollution Discharge Elimination System (NPDES) permit program. This program regulates the discharge of pollutants from point sources into the waters of the United States, and the release of stormwater from certain point sources. All such discharges are unlawful without a permit (Section 301 of the CWA). After a permit is obtained, a discharge not in compliance with all permit terms and conditions is unlawful. Missouri State Operating Permits (permit) are issued by the Missouri Department of Natural Resources (department) under an approved program, operated in accordance with federal and state laws (Federal CWA and Missouri Clean Water Law Section 644 as amended). Permits are issued for a period of five (5) years unless otherwise specified.

Per 40 CFR 124.56, 40 CFR 124.8, and 10 CSR 20-6.020(1)(A)2., a Fact Sheet shall be prepared to give pertinent information regarding the applicable regulations, rationale for the development of effluent limitations and conditions, and the public participation process for the permit. A Fact Sheet is not an enforceable part of a permit.

This Fact Sheet is for a:

- [ ] Major
- [ ] Minor
- [ ] Industrial Facility
- [ ] Variance
- [x] Master General Permit
- [ ] Permit with widespread public interest

Definitions

Common Promotional Plan: A plan undertaken by one (1) or more persons, to offer lots for sale or lease; where land is offered for sale by a person or group of persons acting in concert, and the land is contiguous or is known, designated or advertised as a common unit or by a common name or similar names, the land is presumed, without regard to the number of lots covered by each individual offering, as being offered for sale or lease as part of a common promotional plan.

Immediately: For the purposes of this permit, immediately should be defined as within 24 hours.

Infeasible: Infeasible means not technologically possible, or not economically practicable and achievable in light of best industry practices.

Larger Common Plan of Development or Sale: A contiguous area where multiple separate and distinct construction activities are occurring under one plan.

Non-structural Best Management Practice: Institutional, educational or pollution prevention practices designed to limit the amount of stormwater runoff or pollutants that are generated in the landscape. An example includes ordinance development.

Ordinary High Water Mark: The line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation and/or the presence of litter and debris.

Peripheral: For the purposes of this permit, peripheral should be defined as the outermost boundary of the area that will be disturbed.

Permanently: For the purposes of this permit, permanently should be defined as any activity that has been
ceased without any intentions of future disturbance.

Structural Best Management Practice: Physical controls working individually or as a group, appropriate to the source, location, and area climate for the pollutant to be controlled. Examples include moving earth for sedimentation basin and planting vegetation.

Waters of the state: Section 644.016.1(27), RSMo defines waters of the state as, “All waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common.”

**Part I – Facility Information**

<table>
<thead>
<tr>
<th>Facility Type:</th>
<th>Industrial Stormwater</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility Description:</td>
<td>Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling, and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).</td>
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This permit establishes a SWPPP requirement to minimize pollutants of concern from this type of facility or for all facilities covered under this permit. 10 CSR 20-6.200(6)(A)7. specifies that “general permits shall contain BMP requirements and/or monitoring and reporting requirements to keep the stormwater from becoming contaminated.” Local conditions are not considered when developing conditions for a general permit. A facility may apply for a site-specific permit if they desire a review of local conditions.

While drafting this permit for renewal, the department hosted four public meetings on January 27, February 24, April 18, and May 19, 2016, which allowed stakeholders to voice concerns about conditions within the permit and submit comments during the period of initial involvement. These concerns were taken into consideration when drafting the permit.

**Part II – Receiving Stream Information**

**APPLICABLE DESIGNATIONS OF WATERS OF THE STATE:**
Per Missouri Effluent Regulations (10 CSR 20-7.015), the waters of the state are divided into seven (7) categories. This permit applies to facilities discharging to the following water body categories:

- Missouri or Mississippi River [10 CSR 20-7.015(2)]
- Lakes or Reservoirs [10 CSR 20-7.015(3)]
- Losing Streams [10 CSR 20-7.015(4)]
- Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- Special Streams [10 CSR 20-7.015(6)]
- Subsurface Waters [10 CSR 20-7.015(7)]
- All Other Waters [10 CSR 20-7.015(8)]

Missouri Water Quality Standards (10 CSR 20-7.031) defines the Clean Water Commission water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and/or 1st classified receiving stream’s beneficial water uses shall be maintained in accordance with 10 CSR 20-7.031(4). The BMP requirement established by this permit are intended to be protective of all streams that fall within the categories of receiving water bodies indicated above. A general permit does not take into consideration site-specific conditions.
Part III – Applicability

Condition number 5 includes support activities. Those support activities are to become part of the land disturbance permitted area and included in the acreage calculations, whether the support activities are located adjacent to, on-site or off-site from the main land disturbance construction area. For example, if the main land disturbance site is 0.6 acres and the project needs fills that is gathered from a borrow site specific to this project which equals 0.5 acres, then the total acreage for this project is an acre or more and the conditions of this permit apply to both the main construction area and the borrow area.

Condition number 14 was expanded to include a more comprehensive list of state and federal requirements that must be taken into consideration.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the United States Fish and Wildlife Service. For more information about requirements of the Endangered Species Act, please visit the following links:

1. To determine the potential for species of concern within or near a project, please visit the United States Fish and Wildlife Services‘ “Information, Planning and Conservation” website at http://ecos.fws.gov/ipac/.
2. If there are listed species in the county or township, check to see if critical habitat has been designated and if that area overlaps or is near the project area. Critical habitat designations and associated requirements may also be found at 50 CFR Parts 17 and 226. For additional information, use the map view tool at http://criticalhabitat.fws.gov/criticalhabitat/ to find data specific to the state and county.

The Missouri Department of Conservation’s internet site for the Natural Heritage Review may be very helpful and can be found at the following link, https://naturalheritagereview.mdc.mo.gov/.

Part IV – Exemptions

Condition Number 2 was added to cite all state exemptions from permitting requirements, combining several previous cited exemptions into one condition and reference. This includes an exemption for linear construction where the entire disturbance, including clearing of land to access the linear disturbance, is less than two feet in width.

Condition Number 3 was added to cite federal regulations that exclude land disturbance projects related to the installation or maintenance work for oil and gas related activities.

Part V – Rationale of Technology Based Limitations & Permit Conditions

303(d) List & Total Maximum Daily Load (TMDL):
Section 303(d) of the Federal CWA requires that each state identify waters that are not meeting Water Quality Standards and for which adequate water pollution controls have not been required. Water Quality Standards protect such beneficial uses of water as whole body contact, maintaining fish and other aquatic life, and providing drinking water for people, livestock, and wildlife. The 303(d) list helps state and federal agencies keep track of waters that are impaired but not addressed by normal water pollution control programs.

Anti-backsliding:
A provision in the Federal Regulations [CWA Section 303(d) (4); CWA Section 402(c); 40 CFR Part 122.44(I)] that requires a reissued permit to be as stringent as the previous permit with some exceptions.

☑ Applicable: Backsliding proposed in this permit conforms to the anti-backsliding provisions of Section 402(o) of the CWA and 40 CFR 122.44. The department has determined that technical mistakes were made in the previous permit [CWA 402(o)(2)(B)(ii)]. The Department has determined that technical mistakes or mistaken interpretations of law were made in issuing the
permit under section 402(a)(1)(b).

Settleable Solids: The Settleable Solids limitation was removed since has been determined to not be a statewide technology or water quality based limitation given a variability of soil type in the state. Increased technology based best management practices have been included and are a more appropriate technology based requirement.

Water Quality Standard Narrative Prohibitions. The previous permit contained language which referenced compliance with the water quality standards found in 10 CSR 20-7.031. In order to comply with 40 CFR 122.44(d)(1), the permit writer has conducted reasonable potential determinations for each general and applicable specific criterion and established numeric effluent limitations where reasonable potential exists. While the removal of the previous permit language creates the appearance of backsliding, the permit writer has evaluated discharges associated with this general permit as to whether reasonable potential to cause excursions of specific or general criteria on a statewide level and found that no reasonable potential exists given the proper implementation of a Stormwater Pollution Prevention Plan and associated best management practices and that the requirements of this permit are equally protective as compared to the previous permit. Therefore, given this new information, and the fact that the previous permit special condition was not consistent with 40 CFR 122.44(d)(1), an error occurred in the establishment of the general criteria as a special condition of the previous permit.

ANTIDEGRADATION:
Antidegradation policies ensure protection of water quality for a particular water body on a pollutant by pollutant basis to ensure Water Quality Standards are maintained to support beneficial uses such as fish and wildlife propagation and recreation on and in the water. This also includes special protection of waters designated as an Outstanding National Resource Water or Outstanding State Resource Water [10 CSR 20-7.031(3) (C)]. Antidegradation policies are adopted to minimize adverse effects on water. The department has determined that the best avenue forward for implementing the Antidegradation requirements into general permits is by requiring the appropriate development and maintenance of a SWPPP. The SWPPP must identify all Best Management Practices (BMPs) that are reasonable and effective, taking into account environmental impacts and costs. This analysis must document why no discharge or no exposure options are not feasible at the facility. This selection and documentation of appropriate control measures will then serve as the analysis of alternatives and fulfill the requirements of the Antidegradation Rule and Implementation Procedure 10 CSR 20-7.031(3) and 10 CSR 20-7.015(9)(A)5.

Any facility seeking coverage under this permit, which undergoes expansion or discharges a new pollutant of concern, must update their SWPPP and select new BMPs that are reasonable and cost effective. New facilities seeking coverage under this permit are required to develop a SWPPP that includes this analysis and documentation of appropriate BMPs. Renewal of coverage for a facility requires a review of the SWPPP to assure that the selected BMPs continue to be appropriate.

Applicable: The main pollutant of concern in this permit is sediment. Compliance with the technology-based limitations established in this permit for the protection of General Criteria, along with the evaluation and implementation of BMPs as documented in the SWPPP, meets the requirements of Missouri’s Antidegradation Review [10 CSR 20-7.031(3), 10 CSR 20-7.031 Table A, and 10 CSR 20-7.015(9)(A)5].

STORMWATER POLLUTION PREVENTION PLAN (SWPPP):
In accordance with 40 CFR 122.44(3)(k) Best Management Practices (BMPs), BMPs are implemented to control or abate the discharge of pollutants when: (1) Authorized under Section 304(e) of the CWA for the control of toxic pollutants and hazardous substances from ancillary industrial activities; (2) Authorized under Section 402(p) of the CWA for the control of stormwater discharges; (3) Numeric effluent limitations are infeasible; or (4) The practices are reasonably necessary to achieve effluent limitations and standards or to carry out the purposes and intent of the CWA.
In accordance with Developing Your Stormwater Pollution Prevention Plan, a Guide for Construction Sites (EPA 833-R-06-004; https://www3.epa.gov/npdes/pubs/sw_swppp_guide.pdf) published by the United States Environmental Protection Agency (EPA) in May 2007, BMPs are measures or practices used to reduce the amount of pollution entering waters of the state. BMPs may take the form of a process, activity, or physical structure. EPA developed resources and tools related to construction stormwater along with the BMPs to control and minimize stormwater (https://www.epa.gov/npdes/stormwater-discharges-construction-activities). Along with EPA’s resources and tools, the International Stormwater BMP database (www.bmpdatabase.org/index.htm) may provide guidance on BMPs appropriate for specific industries.

Additionally in accordance with Stormwater Management, a SWPPP is a series of steps and activities to (1) identify sources of pollution or contamination, and (2) select and carry out actions which prevent or control the pollution of stormwater discharges.

☐ Applicable: A SWPPP shall be developed and implemented for each site and shall incorporate required practices identified by the department with jurisdiction, incorporate erosion control practices specific to site conditions, and provide for maintenance and adherence to the plan.

The new permit has been revised to allow permittees to store SWPPP documents electronically as long as they can be provided in an expedient manner.

Release of a hazardous substance must be reported to the department in accordance with 10 CSR 24-3.010. If the spill occurs outside of normal business hours, or if the permit holder cannot reach regional office staff for any reason, the permit holder is instructed to report the spill to the department’s 24 hour Environmental Emergency Response hotline at (573) 634-2436 at the earliest practicable moment after discovery. Leaving a message on a department staff member voice-mail does not satisfy this reporting requirement.

**WATER QUALITY STANDARDS:**
Per 10 CSR 20-7.031(4), General Criteria shall be applicable to all waters of the state at all times, including mixing zones. Additionally, 40 CFR 122.44(d)(1) directs the department to include in each NPDES permit conditions to achieve water quality established under Section 303 of the CWA, including state narrative criteria for water quality.

**SPECIFIC CRITERIA CONSIDERATIONS:**
An evaluation of discharges associated with land disturbance activities has been conducted to determine if any pollutants discharged under this general permit would have reasonable potential to cause or contribute toward an excursion of specific water quality criterion. Pollutants discharged from land disturbance activities are not commonly associated with pollutants listed as specific criteria in the Missouri Water Quality Standards; therefore, reasonable potential to cause an excursion of a specific criterion does not exist.

**GENERAL CRITERIA CONSIDERATIONS:**
In accordance with 40 CFR 122.44(d)(1), effluent limitations shall be placed into the permit for those pollutants which have been determined to cause, have the reasonable potential to cause, or contribute to an excursion above any State water quality standard, including State narrative criteria for water quality. The rule further states that pollutants which have been determined to cause, have the reasonable potential to cause, or contribute to an excursion above a narrative criterion within an applicable State water quality standard, the permit shall contain a numeric effluent limitation to protect that narrative criterion. In order to comply with this regulation, the permit writer will complete reasonable potential determinations on whether the discharge will violate any of the general criteria listed in 10 CSR 20-7.031(4). These specific requirements are listed below followed by derivation and discussion [the lettering matches that of the rule itself, under 10 CSR 20-7.031(4)]. It should also be noted that Section 644.076.1, RSMo states that it shall be unlawful for any person to cause or permit any discharge of water contaminants from any water contaminant or point source located in Missouri that is in violation of sections 644.006 to 644.141 of the Missouri Clean Water Law or any
standard, rule or regulation promulgated by the commission.

(a) Waters shall be free from substances in sufficient amounts to cause the formation of putrescent, unsightly or harmful bottom deposits or prevent full maintenance of beneficial uses. The SWPPP requires implementation of best management practices to store, prevent, or minimize stormwater and/or any related land disturbance activity discharges (namely sediment). If one follows their SWPPP and other permit conditions including timely inspections, no reasonable potential to cause an excursion of this narrative exists. Additionally, there had been no indication to the Department that a stream has had issues maintaining beneficial uses as a result of the controlled and managed stormwater discharges per the SWPPP. Therefore, based on the information reviewed during the drafting of this permit, no reasonable potential to cause or contribute to an excursion of this criterion exists.

(b) Waters shall be free from oil, scum and floating debris in sufficient amounts to be unsightly or prevent full maintenance of beneficial uses. Please see (a) above as justification is the same.

(c) Waters shall be free from substances in sufficient amounts to cause unsightly color or turbidity, offensive odor or prevent full maintenance of beneficial uses. Please see (a) above as justification is the same.

(d) Waters shall be free from substances or conditions in sufficient amounts to result in toxicity to human, animal or aquatic life. This permit addresses discharges from land disturbance activities and if not expected to include an toxic pollutants. Best management practices are to be addressed in the SWPPP should any toxic pollutant of concern be on-site.

(e) There shall be no significant human health hazard from incidental contact with the water. Please see (a) above as justification is the same.

(f) There shall be no acute toxicity to livestock or wildlife watering. Please see (d) above as justification is the same.

(g) Waters shall be free from physical, chemical or hydrologic changes that would impair the natural biological community. Please see (a) above as justification is the same.

(h) Waters shall be free from used tires, car bodies, appliances, demolition debris, used vehicles or equipment and solid waste as defined in Missouri’s Solid Waste Law, section 260.200, RSMo, except as the use of such materials is specifically permitted pursuant to section 260.200-260.247. Please see (a) above. Additionally, any solid wastes received or produced at this facility are wholly contained in appropriate storage facilities, are not discharged, and are disposed of offsite. Therefore, this discharge does not have reasonable potential to cause or contribute to an excursion of this criterion.

The settleable solids requirement was removed from this permit and was replaced with additional, more specific BMP requirements. The settleable solids limit was determined not to be protective of all waters across the state, therefore, it was removed. Examples of these BMPs include requirements to:

- Install and maintain perimeter controls along areas of the site that will receive pollutant discharges;
- Minimize sediment track-out from the site;
- Provide storage for runoff up to and including a 2-year, 24-hour storm event when designing sedimentation basins; and
- Direct stormwater to vegetated areas.

The minimum buffer width was increased from 25 feet to 50 feet. Studies have shown that a 50 foot vegetative buffer more adequately treats sediment from stormwater discharges. This appears to be standard in EPA’s permit as well as in many other states. A literature review was conducted to assess the effectiveness of buffer widths in relation to sediment removal. In an early literature review on grass buffers in agricultural settings, Dosskey (2001) concluded that 40 -100% of sediment entering from cultivated fields was removed using buffer strips 0.5 to 20 meters. Liu et al. (2008) conducted an analysis of 85 estimates of sediment removal by vegetated buffers. They found that sediment removal efficiency \( (E_s, \text{ the percentage of inflowing sediment trapped within a buffer}) \) increased with buffer width according to the relationship: \( E_s = 13.4 \log_e (w) + 56.9 \) in
which \( w \) (m) is buffer width. This equation predicts that \( E_s \) increases from 78\% for a 5 meter wide buffer to 88\% and 97\% at widths of 10 meters and 20 meters, respectively. Yaun et al. (2009; 93 estimates) and Zhang et al. (2010; 81 estimates) garnered similar results to Liu et al.

In order to design controls that match the sediment removal efficiency of a 50-foot buffer, first the permittee must know what this efficiency is for the site. The sediment removal efficiencies of natural buffers vary according to a number of site-specific factors, including precipitation, soil type, land cover, slope length, width, steepness, and the types of sediment controls used to reduce the discharge of sediment prior to the buffer.

Sediment removal efficiencies are based on the U.S. Department of Agriculture’s RUSLE2 (Revised Universal Soil Loss Equation 2) model for slope profiles using a 100-foot long exposed slopes.

Sediment removal is defined as the annual sediment delivered at the downstream end of the 50-foot natural buffer (tons/yr/acre) divided by the annual yield from cleared area (tons/yr/acre).

Sediment removal is in part a function of (1) a perimeter control (i.e., silt fence) located between the disturbed portion of the site and the upland edge of the natural buffer and (2) stormwater flows traveling through a 50-foot buffer of undisturbed natural vegetation.

Additional guidance may be found at https://www.epa.gov/sites/production/files/2017-02/documents/2017_cgpp_final_appendix_g_-_buffer_reqs_508.pdf.

Inspection frequencies: Site inspection frequencies have been changed from the previous permit based upon guidance from the USEPA and from stakeholder discussions. These frequencies will allow flexibility but will still allow for frequent enough inspections to ensure that all BMPs are adequately functioning.

**Part VI – Effluent Limitations Determination**

In this general permit, Technology-Based Effluent Limitations are established through the SWPPP and BMP requirements. Effective BMPs may have to be designed on a site-specific basis. The implementation of monitoring provides a tool for each facility to evaluate the effectiveness of BMPs to ensure protection of water quality.

**Part VII – Land Purchase and Change of Ownership**

A “larger common plan of development or sale” is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan. This term is used in conjunction with common promotional plan, as defined in §644, RSMo.

Any portion of a project that is sold to a developer is still considered part of a larger common plan of development or sale and will require a permit.

If a portion of a site is sold to an individual for the purpose of building his or her private residence:

- A permit is required if the portion of land sold is equal to or greater than one acre.
- A permit is not required if the portion of land sold is less than one acre.

**Part VIII – Termination**

The word ‘plant density’ was removed from the first paragraph since the department determined that percent of vegetative cover more accurately describes the vegetative requirements of this permit. This decision was made after discussion within the department and with stakeholders.

It is preferable that temporary BMPs such as sediment fence be removed prior to permit termination to
eliminate potential solid waste issues that may occur as a result of unnecessary and unmaintained BMPs.

Additional options for winter site stabilization as part of the vegetation requirement may exist, such as using a seeded erosion control blanket.

**Part IX – Duty to Reapply**

This section has been revised to reflect the current applicable statutes which require applicants to submit an application for coverage 30 days prior to expiration of this permit. Currently, a paper application if required; however, applicants are to submit an application for coverage electronically as soon as they are made available by the director. The department will announce the availability status of the new permit and the process to reapply at least 60 days prior to the expiration of the existing permit.

**Part X – Standard Conditions**

This section was revised to only include the standard conditions that specifically apply to this permit. All other conditions have been removed.

**Part XI – Administrative Requirements**

On the basis of preliminary staff review and applicable standards and regulations, the department, as administrative agent for the Missouri Clean Water Commission, proposes to issue a permit(s) subject to certain effluent limitations, schedules, and special conditions contained herein and within the permit. The proposed determinations are tentative pending public comment.

**PUBLIC NOTICE:**
The department shall give public notice that a draft permit has been prepared and its issuance is pending. Additionally, public notice will be issued if a public hearing is to be held because of a significant degree of interest or because of water quality concerns related to a draft permit. No public notice is required when a request for a permit modification or termination is denied; however, the requester and facility must be notified of the denial in writing.

The department must give public notice of a pending permit or of a new or reissued Missouri State Operating Permit. The public comment period is a length of time not less than thirty (30) days following the date of the public notice, during which interested persons may submit written comments about the proposed permit.

For persons wanting to submit comments regarding this proposed permit, please refer to the Public Notice page located at the front of this draft permit. The Public Notice page gives direction on how and where to submit appropriate comments.

☑ The Public Notice period seeking comments on this permit occurred from March 31 to May 1, 2017.

**DATE OF FACT SHEET: 06/16/2017**

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