PROJECT MANUAL

Mobile Vault Pad, MVC Repair, and POV Parking Expansion

Clinton Readiness Center

Clinton, Missouri

Designed By: The Clark Enersen Partners
2020 Baltimore Ave, Suite 300
Kansas City, MO 64108

Date Issued: March 5, 2021

Project No.: T2043-01
SECTION 00 01 07 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: (T2043-01 "Clinton Readiness Center – Mobile Vault Pad, MVC Repair and POV Parking Expansion")

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:

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LANDSCAPE ARCHITECT

ELECTRICAL ENGINEER
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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 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:

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END OF SECTION 00 01 15
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. Mobile Vault Pad, MVC Repair, and POV Parking Expansion
Clinton Readiness Center
Clinton, Missouri
Project No.: T2043-01

3.0 BIDS WILL BE RECEIVED:
A. Until: 1:30 PM, Thursday, June 24, 2021
B. Only electronic bids on MissouriBUYS shall be accepted: https://missouribuys.mo.gov. Bidder must be registered to bid.

4.0 DESCRIPTION:
A. Scope: The Project consists of constructing a mobile vault pad and Personal Owned Vehicle (POV) parking expansion and Military Vehicle Compound (MVC) repair at the Missouri National Guard’s Clinton Readiness Center.
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, June 10, 2021, at Missouri Army National Guard Clinton Readiness Center, 810 Marigold Drive, Clinton, MO.
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 $30 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:
B. Project Manager: Bill Edwards, (573) 638-9534

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.
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 of 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 Public Safety, Missouri National Guard.

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:

- **Project Name:** Mobile Vault Pad, MVC Repair and POV Parking Expansion
- **Project Address:** Clinton Readiness Center
- **Project Number:** T2043-01

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 80 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 $700 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: $ 
Alternate No. 1: $ 
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
STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

AFFIDAVIT FOR AFFIRMATIVE ACTION

First being duly sworn on oath states: that

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

NAME

☐ sole proprietorship ☐ partnership
☐ limited liability company (LLC)

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

NOTARY PUBLIC EMBOSSE SEAL

STATE OF

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS DAY OF YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

MO 300-1401 (05/18) F&E/Construction Contract
SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

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:

<table>
<thead>
<tr>
<th>SPECIFIED PRODUCT OR SYSTEM</th>
<th>SPECIFICATION SECTION NO.</th>
</tr>
</thead>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td>NAME, BRAND</td>
<td></td>
</tr>
<tr>
<td>CATALOG NO.</td>
<td></td>
</tr>
<tr>
<td>MANUFACTURER</td>
<td></td>
</tr>
<tr>
<td>VENDOR</td>
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PREVIOUS INSTALLATIONS

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<tr>
<th>PROJECT</th>
<th>ARCHITECT/ENGINEER</th>
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<tr>
<td>LOCATION</td>
<td>DATE INSTALLED</td>
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SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

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### 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’S/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.
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

(PROJECT 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
MBE/WBE/SDVE PROGRESS REPORT

Remit with ALL Progress and Final Payments

(Please check appropriate box) ☐ CONSULTANT ☐ CONSTRUCTION

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<th>PAY APP NO.</th>
<th>PROJECT NUMBER</th>
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CHECK IF FINAL ☐ FINAL

DATE

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<tr>
<th>TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment)</th>
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THE TOTAL MBE/WBE/SDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INDICATED IN THE ORIGINAL CONTRACT: $

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<th>SELECT MBE, WBE, SDVE</th>
<th>TOTAL AMOUNT OF SUBCONTRACT</th>
<th>$ AMOUNT PAID-TO-DATE</th>
<th>CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME</th>
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Revised 05/21
STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of ______________________________

State of ______________________________ personally came and appeared ______________________________

of the ______________________________

_______________________________(NAME)

_______________________________(POSITION)

_______________________________(NAME OF THE COMPANY)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did deposite 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

_______________________________(NAME OF THE INSTITUTION)

Missouri, and completed on the __________ day of __________ 20 __

SIGNATURE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSER OR BLACK INK RUBBER STAMP SEAL

STATE

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

FILE: Closeout Documents

SECTION 006519.21 - Affidavit of Compliance with Prevailing Wage Law  07/16  Page 1 of 1
## GENERAL CONDITIONS

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<td>6. Bond and Insurance</td>
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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
conflict between structural and mechanical drawings, structural drawings shall govern.

B. Specifications are separated into titled divisions for convenience of reference only and to facilitate letting of contracts and subcontracts. The Contractor is responsible for establishing the scope of work for subcontractors, which may cross titled divisions. Neither the Owner nor Designer will establish limits and jurisdiction of subcontracts.

C. Figured dimensions take precedence over scaled measurements and details over smaller scale general drawings. In the event of conflict between any of the documents contained within the contract, the documents shall take precedence and be controlling in the following sequence: addenda, supplementary general conditions, general conditions, division 1 specifications, technical division specifications, drawings, bid form and instructions to bidders.

D. Anything shown on drawings and not mentioned in these specifications or vice versa, as well as any incidental work which is obviously necessary to complete the project within the limits established by the drawings and specifications, although not shown on or described therein, shall be performed by the Contractor at no additional cost as a part of his contract.

E. Upon encountering conditions differing materially from those indicated in the contract documents, the Contractor shall promptly notify the Designer and Construction Representative in writing before such conditions are disturbed. The Designer shall promptly investigate said conditions and report to the Owner, with a recommended course of action. If conditions do materially differ and cause an increase or decrease in contract cost or time required for completion of any portion of the work, a contract change will be initiated as outlined in Article 4 of these General Conditions.

E. Only work included in the contract documents is authorized, and the Contractor shall do no work other than that described therein or in accordance with appropriately authorized and approved contract changes.

**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 at least ten percent 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 therefor 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 therefrom, 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 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 Day 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 or 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: Erin McKinney
   The Clark Enersen Partners
   2020 Baltimore Avenue, Suite 300
   Kansas City, MO 64108
   Telephone: (816) 474-8237
   Email: Erin.McKinney@clarkenersen.com

   MONG Project Manager / Construction Representative: Bill Edwards
   Missouri National Guard-CFMO Office
   6819a North Boundary Road
   Jefferson City, MO 65101
   Telephone: (573) 638-9534
   Email: billy.j.edwards66.nfg@mail.mil

   FMDC Project Manager: Eric Hibdon
   Division of Facilities Management, Design and Construction
   301 West High Street, Room 730
   Jefferson City, MO 65102
   Telephone: (573) 522-0322
   Email: Eric.Hibdon@oa.mo.gov

   Contract Specialist: Paul Girouard
   Division of Facilities Management, Design and Construction
   301 West High Street, Room 730
   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 3 complete sets of drawings and specifications at no charge.
   B. The Owner will furnish the Contractor with approximately 3 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.

6.0 ENVIRONMENTAL MANAGEMENT SYSTEM (eMS):
   The Missouri Army National Guard (MOARNG) has implemented an Environmental Management System (eMS). One of the key components of the eMS is the establishment of an Environmental Policy that must be communicated to all persons working for or on behalf of the organization including all suppliers and contractors. This policy stresses commitment to compliance with accepted environmental practices, and meeting or exceeding applicable environmental requirements, legal and otherwise. This policy also stresses commitment to waste minimization, pollution prevention, and management of personnel, processes, real property, and materials in a manner to reduce environmental impacts. The policy is available upon request to all parties by contacting the Environmental Management Office at (573) 638-9514.
7.0 OFF-SITE BORROW & SPOIL DEPOSIT SITES FOR FEDERALLY FUNDED PROJECTS:

All Federally funded projects which involve off-site borrow and/or off-site spoil deposit sites will require written certification that the site(s) are in compliance with the National Environmental Protection Act and all related applicable Federal and State laws and regulations. If the need for off-site borrow and/or spoil sites is stipulated in the Contract Documents, the following applies:

A. The Contractor is required to use only the designated site described in the Contract Documents. If another off-site area is proposed by the Contractor, the Contractor must provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.

B. If project conditions require off-site borrow or off-site deposit of spoils, the Contractor will be required to provide written certification to the Division of Facilities Management, Design and Construction Project Representative that the proposed borrow or spoil site has been cleared of environmental concerns in accordance with all applicable Federal and State laws and regulations. These include but are not limited to the following: Clean Water Act; the Endangered Species Act; the National Historic Preservation Act (NHPA) (The site must have Section 106 Clearance); the Farmland Protection Act; Resource Conservation and Recovery Act; Comprehensive Environmental Response; Compensation and Liability Act; and RSMo Chapter 194, Section 194.400, Unmarked Human Burial Sites. Certifications shall include clearance letters and other evidence of coordination with the appropriate regulatory agencies. The Missouri Historic Preservation Office, PO Box 176 Jefferson City, MO 65102, may be contacted to provide assistance with the NHPA and cultural resource issues pertaining to the borrow and spoil site regulations. The Missouri State Historic Preservation Office can provide a list of qualified and certified archaeologists to assist in borrow and spoil site investigations.

C. The Owner recognizes that additional time (beyond what is allowed in the Construction Contract) may be required in order to secure the aforementioned certifications and approvals. Should more time be required, the Owner will consider approval of a no-cost time extension contract change. The Contractor will be required to provide documentation that substantiates the need for the time extension.
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, 2021

Last Date Objections May Be Filed: April 8, 2021

Prepared by Missouri Department of Labor and Industrial Relations
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*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.
**Heavy Construction Rates for HENRY County**

<table>
<thead>
<tr>
<th>OCCUPATIONAL TITLE</th>
<th><strong>Prevailing Hourly Rate</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$48.24</td>
</tr>
<tr>
<td>Millwright</td>
<td></td>
</tr>
<tr>
<td>Pile Driver</td>
<td></td>
</tr>
<tr>
<td>Electrician (Outside Lineman)</td>
<td>*$23.51</td>
</tr>
<tr>
<td>Lineman Operator</td>
<td></td>
</tr>
<tr>
<td>Lineman - Tree Trimmer</td>
<td></td>
</tr>
<tr>
<td>Groundman</td>
<td></td>
</tr>
<tr>
<td>Groundman - Tree Trimmer</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>$40.51</td>
</tr>
<tr>
<td>General Laborer</td>
<td></td>
</tr>
<tr>
<td>Skilled Laborer</td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>$52.58</td>
</tr>
<tr>
<td>Group I</td>
<td></td>
</tr>
<tr>
<td>Group II</td>
<td></td>
</tr>
<tr>
<td>Group III</td>
<td></td>
</tr>
<tr>
<td>Group IV</td>
<td></td>
</tr>
<tr>
<td>Truck Driver</td>
<td></td>
</tr>
<tr>
<td>Truck Control Service Driver</td>
<td>*$23.51</td>
</tr>
<tr>
<td>Group I</td>
<td></td>
</tr>
<tr>
<td>Group II</td>
<td></td>
</tr>
<tr>
<td>Group III</td>
<td></td>
</tr>
<tr>
<td>Group IV</td>
<td></td>
</tr>
</tbody>
</table>

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.
SECTION 01 10 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of constructing a mobile vault pad and Personal Owned Vehicle (POV) parking expansion and Military Vehicle Compound (MVC) repair at the Missouri National Guard’s Clinton Readiness Center.

1. Project Location: 810 Marigold State Route, Clinton, MO 64735.

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 March 5th, 2021 were prepared for the Project by The Clark Enersen Partners.

C. The Work consists of a new mobile vault pad, parking lot repairs and expansion, and exterior lighting upgrades.

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

1.3 WORK SEQUENCE

A. The Work will be conducted in one phase. Work of this phase shall be substantially complete, ready for occupancy within 80 Working Days from issuance of Notice of Intent to Award. Coordinate with owner as to any required sequencing of construction activities required to accommodate needs of users occupying buildings during construction.

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: All work to occur outside of building. Maintain the existing building in good 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.

1.5 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.

1.6 OWNER-FURNISHED PRODUCTS

A. The Owner will furnish and install the mobile vault which is to be mounted on the concrete vault pad. The Work includes providing support systems to receive Owner’s equipment, and mechanical and electrical connections.

1. The Owner will arrange for and deliver necessary shop drawings, product data, and samples to the Contractor.

2. The Owner will arrange and pay for delivery of Owner-furnished items according to the contractor’s Construction Schedule.

3. If Owner-furnished items are damaged, defective, or missing, the Owner will arrange for replacement.

4. The Contractor is responsible for protecting Owner-furnished items from damage, including damage from exposure to the elements. The Contractor shall repair or replace items damaged as a result of his operations.

1.7 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF PRODUCTS ORDERED IN ADVANCE

END OF SECTION 01 10 00
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. Weather allowances.

C. Related Sections include the following:
   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. The Contractor's progress schedule shall clearly indicate the bad weather day allowance as an “activity” or “activities”. 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 be 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.

E. Once this allowance is depleted, a no cost Change Order time extension will be executed for “bad weather” days, as defined above, encountered during the remainder of the Project.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

A. Weather Allowance: Included within the completion period for this Project _10_ “bad weather” days.

END OF SECTION 01 21 00
SECTION 01 23 00 - ALTERNATES

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 governing Alternates.

1.3 DEFINITIONS

A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

B. No additional time will be allowed for alternate work unless the number of work days is so stated on the bid form.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate the Alternate Work into the Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

B. Notification: The award of the Contract will indicate whether alternates have been accepted or rejected.

C. Execute accepted alternates under the same conditions as other Work of this Contract.

D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Provide new gravel drive at south end of site per landscape plans.

END OF SECTION 01 23 00
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. Section 01 21 00 "Allowances" for procedural requirements for handling and processing Allowances.
2. Section 01 31 15 “Project Management Communications” for administrative requirements for communications.
3. Section 00 72 13, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
4. Section 00 72 13, 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 01 26 00
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. Section 01 32 00 "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, in temporary field office, and by each temporary telephone. 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

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 01 31 00
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. Section 01 33 00 - Submittals

C. Section 01 26 00 – 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-Build® 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 location¹ 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 system² 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 01 31 15

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.
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 Owner.

1. The Schedule of Values must have the following line items included with the value of the item as indicated below:

a. O&M’s (Owner’s Manual)
   1) $1,000,000.00 (One million) and under – 2% of the total contract amount
   2) Over $1,000,000.00 (One million) – 1% of the total contract amount

b. Close Out Documents
   1) $1,000,000.00 (One million) and under – 2% of the total contract amount
   2) Over $1,000,000.00 (One million) – 1% of the total contract amount

c. General Conditions
   1) No more than 10%

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 Owner, 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. The Schedule shall also include an activity for the number of “bad” weather days specified in Section 012100 – Allowances.

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 Owner
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, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
   1. Post copies in the Project meeting room and temporary field office.
   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 Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

END OF SECTION 01 32 00
SECTION 01 33 00 – 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. Section 01 31 15 “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. 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” x 11” but no larger than 36” x 48”.

### 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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<thead>
<tr>
<th>SPEC SECTION</th>
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<th>CATEGORY</th>
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<td>Construction Schedule</td>
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<td>01 32 00</td>
<td>Schedules</td>
<td>Schedule of Values</td>
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<td>01 32 00</td>
<td>Schedules</td>
<td>List of Subcontractors</td>
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<td>01 32 00</td>
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<td>03 30 00</td>
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<td>Shop Drawings</td>
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<td>03 30 00</td>
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<td>Product Data</td>
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<td>03 30 00</td>
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<td>Test Report</td>
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<td>26 00 00</td>
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<td>26 00 00</td>
<td>Electrical Work</td>
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<td>Electrical Work</td>
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<td>32 92 00</td>
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<td>33 46 00</td>
<td>Subdrainage Systems</td>
<td>Product Data</td>
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</table>

END OF SECTION 01 33 00
SECTION 01 35 13.28 – SITE SECURITY AND HEALTH REQUIREMENTS (MONG)

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.

3.3 SECURITY CLEARANCES AND RESTRICTIONS

A. FMDC REQUIRED FINGERPRINTING FOR CRIMINAL BACKGROUND AND WARRANTS CHECK

1. All employees of the Contractor are required to submit fingerprints to the Missouri State Highway Patrol to enable the Office of Administration, Division of Facilities Management, Design and Construction (FMDC) to receive state and national criminal background checks on such employees. FMDC reserves the right to prohibit any employee of the Contractor from performing work in or on the premises of any facility owned, operated, or utilized by the State of Missouri for any reason.

2. The Contractor shall ensure all of its employees submit fingerprints to the Missouri State Highway Patrol and pay for the cost of such background checks. The Contractor shall submit to FMDC via email to FMDCSecurity@oa.mo.gov a list of the names of the Contractor’s employees who will be fingerprinted and a signed Missouri Applicant Fingerprint Privacy Notice, Applicant Privacy Rights and Privacy Act Statement for each employee. All employees of the Contractor approved by FMDC to work at a State facility must obtain a contractor ID badge from FMDC prior to beginning work on-site, unless the Director of FMDC, at the Director’s discretion, waives the requirement for a contractor ID badge. The Contractor and its employees must comply with the process for background checks and contractor ID badges found on FMDC’s website at: https://oa.mo.gov/fmdc-contractor-id-badges.

3. Pursuant to section 43.540, RSMo, FMDC participates in the Missouri Rap Back and National Rap Back programs as of August 28, 2018. This means that the Missouri State Highway Patrol, Central Records Repository, and the Federal Bureau of Investigation will retain the fingerprints submitted by each of the Contractor’s employees, and those fingerprints will be searched against other
fingerprints on file, including latent fingerprints. While retained, an employee’s fingerprints may continue to be compared against other fingerprints submitted or retained by the Federal Bureau of Investigation, including latent fingerprints.

4. As part of the Missouri and National Rap Back programs, FMDC will receive notification if a new arrest is reported for an employee whose fingerprints have been submitted for FMDC after August 28, 2018. If the employee is performing work on a State contract at the time of the arrest notification, FMDC will request and receive the employee’s updated criminal history records. If the employee is no longer performing work on a State contract, FMDC will not obtain updated criminal records.

5. Pursuant to section 43.540, RSMo, the Missouri State Highway Patrol will provide the results of the employee’s background check directly to FMDC. FMDC may NOT release the results of a background check to the Contractor or provide the Contractor any information obtained from a background check, either verbally or in writing. FMDC will notify the Contractor only whether an employee is approved to work on State property.

6. Each employee who submits fingerprints to the Missouri State Highway Patrol has a right to obtain a copy of the results of his or her background check. The employee may challenge the accuracy and completeness of the information contained in a background check report and obtain a determination from the Missouri State Highway Patrol and/or the FBI regarding the validity of such challenge prior to FMDC making a final decision about his or her eligibility to perform work under a State contract.

7. The Contractor shall notify FMDC via email to FMDCSecurity@oa.mo.gov if an employee is terminated or resigns from employment with the Contractor. If the Contractor does not anticipate performing work on a State contract in the future, the Contractor may request that FMDC remove its employees from the Rap Back programs. However, if removed from the Rap Back programs, employees will be required to submit new fingerprints should the contractor be awarded another State contract.

8. Upon award of a Contract, the Contractor should contact FMDC at FMDCSecurity@oa.mo.gov to determine if its employees need to provide a new background check. If a Contractor’s employee has previously submitted a fingerprint background check to FMDC as part of the Missouri and National Rap Back programs, the employee may not need to submit another fingerprint search for a period of three to six years, depending upon the circumstances. The Contractor understands and agrees that FMDC may require more frequent background checks without providing any explanation to the Contractor. The fact that an additional background check is requested by FMDC does not indicate that the employee has a criminal record.

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 01 35 13.28
SECTION 01 50 00 – 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, 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: Comply with requirements in Division 6 Section “Rough Carpentry”.
   1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
   2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.
3. For fences and vision barriers, provide minimum 3/9" (9.5mm) thick exterior plywood.
4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8" (16mm) thick exterior plywood.

C. 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.

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

E. Open-Mesh Fencing: Provide 0.120" (3mm) thick, galvanized 2" (50mm) chainlink fabric fencing 6' (2m) high with galvanized steel pipe posts, 1 ½" (38mm) ID for line posts and 2 ½" (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 or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

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: The Owner will provide water for construction 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 Construction Representative.

C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.

D. 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.

E. 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 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.

F. 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.

G. 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.

H. 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.

I. 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. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.

1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

B. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip office as follows:

1. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table, plan rack, and a 6-shelf bookcase.
2. Equip with a water cooler and private toilet complete with water closet, lavatory, and medicine cabinet unit with a mirror.
C. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.

D. 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. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
   2. 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.
   3. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
   4. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.

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

F. Construction Parking: Contractors must be prepared to discuss their storage and parking needs at the Pre-Bid Meeting. Parking for construction personnel cannot be provided onsite. All parking will be offsite. The Contractor will have to park on the street, in city-owned lots, or in commercial lots. Under no circumstances will any vehicle be parked in a fire lane. Parking on lawns shall be prohibited.

G. 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.

H. 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.
I. 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.

J. Temporary Elevator Use: Refer to Division 14 for Elevators.

K. Temporary Elevator Use: The Owner will allow use of elevators within the building. All construction personnel will be allowed access only to those specific elevators designated by the Construction Representative.

L. 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.

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

N. 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.

O. 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.

P. Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

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. 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.

C. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that
will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.

1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.

2. Provide plywood fence, 8' (2.5m) high, framed with (4) 2"x4" (50mm x 100mm) rails, and preservative-treated wood posts spaced not more than 8' (2.5m) apart.

3. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

D. 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 01 50 00
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 once 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. 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.

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 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.

8. Remove labels that are not permanent labels.

9. 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.

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

11. 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.

12. Leave the Project clean and ready for occupancy.

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

D. 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 01 74 00
SECTION 03 30 00 - 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. All concrete paving shall be in accordance with 2020 Missouri Standard Specifications for Highway Construction.

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:

1. Slabs-on-grade.
2. Storm structures.

B. Related Sections:
1. Section 31 20 00 "Earth Moving" for drainage fill under slabs-on-grade.
2. Section 32 13 13 "Concrete Paving" for concrete pavement and walks.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Architect.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, manufacturer and testing agency.

B. Welding certificates.

C. Material Certificates: For each of the following, signed by manufacturers:
1. Cementitious materials.
2. Admixtures.
3. Steel reinforcement and accessories.
4. Adhesives.
5. Joint-filler strips.

D. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:

1. Aggregates.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1. Build panel approximately 200 sq. ft. for slab-on-grade and 100 sq. ft. for formed surface in the location indicated or, if not indicated, as directed by Architect.

F. Preinstallation Conference: Conduct conference at Project site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

   a. Contractor's superintendent.
   b. Independent testing agency responsible for concrete design mixtures.
   c. Ready-mix concrete manufacturer.
   d. Concrete subcontractor.
1.6 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 - PRODUCTS

2.1 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

   1. Plywood, metal, or other approved panel materials.
   2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

      a. High-density overlay, Class 1 or better.
      b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
      c. Structural 1, B-B or better; mill oiled and edge sealed.
      d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.


2.2 STEEL REINFORCEMENT

A. Rebar: ASTM A 615/A 615M, Grade 60, deformed.

B. Steel Bar Mats: ASTM A 184/A 184M, fabricated from ASTM A 615/A 615M, Grade 60, deformed bars, assembled with clips.

2.3 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

   1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
2.4 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I or Type III, gray. Supplement with the following:
   a. Fly Ash: ASTM C 618, Class F or C.

B. Normal-Weight Aggregates: ASTM C 33, Class 3M coarse aggregate or better, graded. Provide aggregates from a single source. Coarse aggregates shall meet the requirements for use in regions of moderate weathering.

1. Nominal aggregate sizes shall not exceed Maximum Coarse Aggregate Sizes for each Concrete Mixture.

C. Water: ASTM C 94/C 94M.

2.5 ADMIXTURES


B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
7. Products: Subject to compliance with requirements, [available products that may be incorporated into the Work include, but are not limited to, the following]:
   a. BASF Construction Chemicals - Building Systems; Rheocrete 222+.
   b. Cortec Corporation; MCI- 2000 or 2005NS.
   c. Grace Construction Products, W. R. Grace & Co.; DCI-S.
   d. Sika Corporation; FerroGard 901.

2.6 CURING MATERIALS

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

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

2.7 RELATED MATERIALS


B. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Reglets: Fabricate reglets of not less than 0.022-inch- thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

2.8 REPAIR MATERIALS

A. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.

2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.

3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.

4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.9 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, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

C. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture in concrete, as required, for placement and workability.

2.10 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Footings: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4500 psi at 28 days.

2. Maximum Water-Cementitious Materials Ratio: 0.45.
3. Slump Limit:
   a. Concrete Including a Water-Reducing or Plasticizing Admixture: 7 inches, plus or minus 1 inch.
   b. Other Concrete: 4 inches, plus or minus 1 inch.


5. Air Content: 5.5 percent, plus or minus 1.5 percent at point of delivery.

B. Slabs-on-Grade: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4500 psi at 28 days.
3. Slump Limit:
   a. Concrete Including a Water-Reducing or Plasticizing Admixture: 7 inches, plus or minus 1 inch.
   b. Other Concrete: 3 inches, plus or minus 1 inch.


5. Air Content:
   a. Concrete Inside Building Thermal Enclosure: No limit.
   b. Concrete Outside Building Thermal Enclosure: 5 percent, plus or minus 1.5 percent at point of delivery.
   c. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
   d. Use of air entrainment admixtures is prohibited for concrete scheduled to receive surface hardener.

C. Concrete Toppings: Proportion normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4500 psi at 28 days.
3. Slump Limit:
   a. Concrete Including a Water-Reducing or Plasticizing Admixture: 7 inches, plus or minus 1 inch.
   b. Other Concrete: 4 inches, plus or minus 1 inch.


5. Air Content:
   a. Concrete Inside Building Thermal Enclosure: No limit.
   b. Concrete Outside Building Thermal Enclosure: 5 percent, plus or minus 1.5 percent at point of delivery.
   c. Air Content: Do not allow air content of trowel-finished toppings to exceed 3 percent.

2.11 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."
2.12 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and furnish batch ticket information.

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 C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity 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 mixer capacity 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, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

2. Class B, 1/4 inch for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
H. Chamfer exterior corners and edges of permanently exposed concrete, as indicated.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 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. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC's "Code of Standard Practice for Steel Buildings and Bridges."

3.3 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, and slabs and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved 85% its 28-day design compressive strength.

2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.
C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.5 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.

2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.

3. Space vertical joints in walls as indicated. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

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 concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.

2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, are indicated.

3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

4. Unless indicated, construct isolation joints in exterior paving at intervals not to exceed 40 ft.
3.6 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

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

C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. 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.

D. 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. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

E. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. 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.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

F. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. 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 to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.7 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.

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

3.8 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.

C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.

2. Finish surfaces to the following tolerances, according to ASTM E 1155 for a randomly trafficked floor surface:

   a. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17.
1) Minimum local values of levelness, F(L) for slabs other than on-grade are not limited.

D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
   1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.9 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. 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.

C. Equipment Bases and Foundations:
   1. Coordinate sizes and locations of concrete bases with actual equipment provided.
   2. Construct concrete bases 4 inches high unless otherwise indicated; and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
   3. Minimum Compressive Strength: 4500 psi at 28 days.
   4. Install #4 dowels to connect concrete base to concrete floor. Unless otherwise indicated, install #4 dowels on 18-inch centers around the full perimeter of concrete base with a minimum of 4 dowels per base.
   5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base, and anchor into structural concrete substrate.
   6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.10 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed 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.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

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 for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
   a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
   b. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.

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.
   a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a 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. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.11 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

2. After concrete has cured at least 14 days, correct high areas by grinding.

3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.

4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.

5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Architect's approval.
3.12 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to 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. One set of four specimens is required for concrete pours of an amount less than five cubic yards, if the concrete is to be part of the building structural system (i.e. footings, piers, walls)
   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. Additional Specimens. At Contractors option and expense additional specimens and testing shall be coordinated by the Contractor in the event that testing prior to 7 days is desirable due to scheduling.

3. Slump: ASTM C 143/C 143M; 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.

4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.

6. Compressive Strength Test Specimen: ASTM C 31; one set of 4 standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders as laboratory-cured specimens except when field-cured test specimens are required.

7. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at 7 days, two specimens at 28 days and retain one specimen in reserve for later testing if required.
   a. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test falls below specified compressive strength by more than 500 psi.

8. Test results shall be reported in writing to Architect, 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.

9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

10. 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 Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
11. Additional testing and inspecting, at Contractor’s expense, will be performed to determine compliance of replaced or additional work with specified requirements.

12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

C. Measure floor and slab flatness and levelness according to ASTM E 1155 within 24 hours of finishing.

END OF SECTION 03 30 00
SECTION 26 00 00 - ELECTRICAL WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to work of this Section.

1.2 DESCRIPTION OF WORK

A. The work included under this Section consists of providing all labor, materials, supervision, and construction procedures necessary for the installation of the complete electrical systems required by these specifications and/or shown on the drawings of the contract.

1.3 QUALITY ASSURANCE

A. Installers shall have at least 2 years of successful installation experience on projects with electrical installation work similar to that required by the project. All equipment and materials shall be installed in a neat and workmanlike manner, shall be complete in both effectiveness and appearance, whether finally concealed or exposed and shall be executed by experienced mechanics.

B. All materials shall be new, unused, and unweathered, and of the quality specified. Materials shall be standard products of manufacturer's regularly engaged in the production of such equipment and shall be the manufacturer's latest standard design.

C. All equipment and materials shall be installed in a neat and workmanlike manner, shall be complete in both effectiveness and appearance, whether finally concealed or exposed and shall be executed by experienced mechanics.

1.4 REFERENCES

A. The electrical work shall conform to the following codes, standards and regulations:

1. Safety and Health Regulations for Construction.
2. Occupational Safety and Health Standards, National Consensus Standards and Established Federal Standards.
5. National Electric Manufacturer's Association (NEMA).
7. Insulated Cable Engineers Association (ICEA).

B. The latest adopted edition by the local and state inspection authorities of all standards and specifications listed above shall apply.
Furthermore, the electrical work shall be in accordance with all applicable national and state standards, and local codes and building ordinances. The electrical work shall merit the approval of the enforcing authorities having jurisdiction.

1.5 ACCESS TO EQUIPMENT

A. Starters, switches, receptacles, pull boxes, etc., shall be located to provide easy access for operations, repair and maintenance. If the devices listed above are concealed, access doors shall be provided.

1.6 PERMITS AND FEES

A. The Contractor shall pay for all permits and/or fees required for the work.

1.7 SHOP DRAWINGS

A. The Contractor shall furnish shop drawing portfolios and proper transmittal forms for all materials, equipment, and lighting fixtures to be incorporated in the work, in accordance with the General Conditions, Supplementary Conditions, and all other applicable Conditions.

B. Shop drawings on component items forming a system or that are interrelated shall be submitted at one time as a single submittal in order to demonstrate that the items have been properly coordinated and will function properly as a system. A notation shall be made on each shop drawing submitted as to the items specific use, either by a particular type number referenced on the drawings or in the specifications, or by a reference to the applicable paragraph of the specifications or by a description of its specific location. The shop drawings shall be organized and bound into sets with each set collated.

C. The Engineer shall have the final authority as to whether the equipment or material submitted is equal to the specified item. Proposed substitutions may be rejected for the aesthetic reasons if felt necessary or desirable. In the event the proposed substitutions are rejected, the Contractor shall furnish the specified item.

PART 2 - PRODUCTS

2.1 CONDUCTORS

A. Except as otherwise indicated, provide wire, cable and connectors of manufacturer’s standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer, and as required for the installation.

B. All conductors shall be 600 volt and shall be copper, soft drawn, annealed, having a conductivity of not less than 98% pure copper with dual rated type THHN/THWN insulation unless otherwise specified or indicated on the drawings. Aluminum conductors shall not be substituted for copper conductors.

C. No wire shall be smaller than No. 12, except wiring for signal and pilot control circuit, and pre-manufactured fixture whips for light fixtures.

D. All wire No. 12AWG shall be solid unless otherwise indicated. All wire No. 10 AWG and larger shall be stranded.
E. All wiring installed in light poles or other areas subject to vibration shall be stranded.

F. Wire sizes shown are minimum based on code requirements, voltage drop and/or other considerations. Larger sizes may be installed at the Contractor's option to utilize stock size, provided conduit sizes are increased where necessary to conform to the National Electrical Code. Sizes of wires and cables indicated or specified are American Wire Gage (Brown and Sharpe).

G. All wires shall be installed in conduit.

H. Conductors shall be continuous from outlet to outlet and no splices shall be made except within outlet or junction boxes. Junction boxes may be used where required. No splicing or joints will be permitted in either feeder or branch circuits except at outlet or accessible junction boxes.

2.2 GROUNDING

A. Provide a separate green equipment ground conductor in all electrical raceways, connecting them to the building system ground.

B. Grounding and bonding of electrical circuit and equipment shall be accomplished as set forth in the NEC.

2.3 RACEWAYS

A. Steel Conduit. Rigid steel conduit, intermediate metal conduit and steel electric metallic tubing shall be hot dipped, galvanized as manufactured by Youngston Sheet and Tube Company, National Electric or equal.

B. Rigid heavy wall (Schedule 40) PVC conduit may be used only for direct burial in earth and embedding in concrete. PVC conduit shall be installed as recommended by manufacturer.

C. Flexible metal conduit shall conform to UL1, and shall be formed from a continuous length of spirally-wound, interlocked zinc-coated strip steel. Flexible metal conduit may be used to connect light fixtures in accordance with NEC requirements but must be limited to a maximum of 6'-0" in length. Provide flexible metal conduit for connections to motors, transformers, generators, and other equipment subject to vibration. Flexible metal conduits shall not be permitted for any other applications, unless specifically approved by the engineer.

D. Pre-wired armored cabling, types AC or MC are not allowed.

E. Raceways shall be installed concealed. Provide metallic raceways continuous from outlet to outlet, and from outlets to cabinets, junction or pull boxes. Enter and secure conduit to all boxes to provide electrical continuity from the point of service to outlets.

F. Raceways embedded in concrete or in earth below floor slabs shall be rigid steel conduit, intermediate metal conduit or rigid schedule 40 PVC conduit. Rigid PVC conduit shall be provided with rigid metal or intermediate metal conduit elbows when the raceway system exits the concrete topping or earth.

G. Raceways in outside walls (excluding building perimeter) shall be rigid steel conduit, or intermediate metal conduit.
H. Joints. Raintight non-insulated throat type compression fittings (connectors and couplings) shall be provided for electrical metallic tubing systems. All fittings shall be of the steel type with steel locknuts equal to Appleton 95 Series. Compression joints shall be made up mechanically secure and snug so as to take continuous current-carrying electrical contacts.

I. Provide marking of conduit and junction boxes to indicate which distribution system they are serving. Concealed junction boxes shall be legibly marked with a magic marker to indicate the panel and circuit number that junction box serves.

2.4 LIGHTING

A. Manufacturers: Firms regularly engaged in the manufacture of interior and exterior light fixtures of types and ratings required, whose products have been in satisfactory use in similar service for not less than three years. Manufacturers of lighting fixtures are noted on the drawings by the light fixture schedule and/or by notes.

B. Substitutions: If the Contractor proposes to substitute lighting fixtures for those shown on the drawings or specified herein, he shall submit a list of proposed fixtures together with technical data to substantiate that the substitute fixtures are equivalent in all respects to the specified equipment. Proposed substitute fixtures must be submitted to the architect/engineer for review a minimum of ten (10) days prior to the project bid date. Only original documentation will be accepted for review. After review of the proposed substitute fixtures, an addendum or bid bulletin will be issued to include acceptable equipment. The review of substitute equipment in no way relieves the contractor of the responsibility to provide equipment that is equivalent in all respects to specified fixtures. Lighting fixtures as shown on the drawings or specified herein shall be used as a basis and standard of comparison in the review and consideration of fixtures of other manufacturers. The Architect/Engineer shall have the final authority as to whether the fixture is equivalent to the specified item. The proposed substitution may be rejected for the aesthetic value if felt necessary or desirable. In the event the proposed substitutions are rejected, the Contractor shall furnish the specified item.

C. Install all light fixtures at locations and heights as indicated on the drawings, in accordance with fixture manufacturer’s written instructions, applicable requirements of the NEC, NECA’s “Standard of Installation”, NEMA standards, and with recognized industry practices to ensure that the light fixtures fulfill all necessary requirements.

D. All lighting fixtures and their electrical components shall bear the UL label.

E. LED DRIVERS

1. Driver shall operate from 60 Hz input source of 120V through 277V with sustained variations of +/- 10 percent (voltage and frequency).
2. Driver input current shall have Total Harmonic Distortion (THD) of less than 20 percent when operated at nominal line voltage.
3. Driver shall have a Power Factor greater than 0.90.
4. Driver shall avoid interference with infrared devices and eliminate visible flicker.
5. Driver shall comply with ANSI C62.41 Category A for Transient protection.
6. Driver shall comply with the requirements of the Federal Communications Commission (FCC) rules and regulations, Title 47 CFR part 18, Non-Consumer (Class A) for EMI/RFI (conducted and radiated).
7. The luminaire shall be capable of continuous dimming over a range of 100% to 5% of rated lumen output. Dimming shall be controlled by a 0-10VDC signal.
8. Control device must be compatible with type of driver, and coordinated prior to submission of shop drawings.
9. If driver is remote-mounted, provide maximum allowable distances for secondary wire runs to luminaires.
10. Provide with mounting hardware as required.

F. **LEDS**

1. Color temperature specified shall be uniform for all LED modules within like luminaire types. Color temperature measurement shall have a maximum 2 SDCM on the MacAdam Ellipse.
2. Correlated color temperature of 3000K unless otherwise specified. Minimum color rendering index (CRI) of 85.
3. LED light output and efficacy shall be measured in accordance with IES LM-79 standards.
4. LED life and lumen maintenance shall be measured in accordance with IES LM-80 standards.
5. Rated minimum life of 50,000 hours.
6. The individual LED’s shall be connected such that a catastrophic loss or the failure of one LED will not result in a light output loss of the entire luminaire.

G. Coordinate with other electrical work as appropriate to properly interface installation of lighting fixtures with other work.

H. Clean lighting fixtures of dirt and debris upon completion of the installation. Protect installed fixtures from damage during the remainder of the construction period.

I. Upon completion of the installation of lighting fixtures, and after building circuits have been energized, apply electrical energy to demonstrate capability and compliance with the requirements. Where possible, correct malfunctioning units at the site, then retest to demonstrate compliance; otherwise, remove and replace with new units, and proceed with retesting.

1. Provide concrete bases for pole mounted fixtures as detailed on the drawings and as specified herein.
   a. Concrete shall be 3000 psi, minimum.
   b. Provide anchor bolts of the size and orientation recommended by the manufacturer. The recommendations of the manufacturer shall govern the installation of all anchor bolts irrespective of any conflicting information.

J. Where conductors are strung within poles, take all steps necessary to ensure that the conductor insulation will not wear by virtue of pole movement caused by wind or similar action. Consult the pole manufacturer for recommendations.

K. **Grounding of Pole Mounted Fixtures:** Connect the green ground wire to the pole ground and luminaire ground.

2.5 **WIRING DEVICES**

A. All wiring devices shall be suitable for intended purpose and shall be UL listed.

B. All devices shall be located as shown on the drawings except that where practicable, devices shall be located in center of panels or trim or otherwise symmetrically located to conform with
existing structural layout. Devices incorrectly installed shall be corrected. Damaged items or damaged finishes shall be repaired or replaced at no expense to the Owner.

C. Devices shall be set plumb or horizontal and shall extend to the finished surface of the walls, ceiling or floor, as the case may be, without projecting beyond same.

D. Receptacles, switches, etc., shown on wood trim, cases or other fixtures shall be installed symmetrically; and, where necessary, shall be set with the long dimensions of the plate horizontal, or ganged in tandem.

E. Where devices are shown near wall openings, coordinate location if corner guards are to be installed so that coverplates do not require cutting.

F. Where shown on the drawings, furnish and install wiring devices indicted by the appropriate symbols. Wiring devices shall be products of Pass & Seymour Corporation, or equal. Catalog numbers shown below are Pass & Seymour hard use specification grade. Equal devices manufactured by Hubbell or Leviton shall be acceptable.

2.6 PLATES

A. Furnish and install wall plates for all wiring devices. Oversize plates are not acceptable. Where switches and/or receptacles are shown adjacent to each other, provide a common cover plate for each group of devices.

1. Plates shall be Pass & Seymour Type 302 stainless steel.
2. Weatherproof switch plates shall be Crouse Hinds DS185 type.
3. Weatherproof receptacle plates shall be Crouse Hinds WLRD1 type.

B. “In-Use” Weatherproof plates shall be Intermatic WP5000 Series. Provide necessary number of gangs, mounting bases, inserts and gaskets.

2.7 SAFETY SWITCHES

A. Furnish and install heavy duty type safety switches having the electrical characteristics, ratings and modifications shown on the drawings. All switches shall have:

1. NEMA 1 general purpose enclosures unless otherwise noted for all interior applications;
2. NEMA 3R rainproof enclosures unless otherwise noted for all exterior applications;
3. Handle that is padlockable in "OFF" position;
4. Non-teasible, positive quick-make, quick-break mechanism;
5. UL approved and shall bear the UL label;
6. All fusible switches shall have Class R fuse rejection clips.

2.8 MOTOR STARTERS

A. Provide magnetic starters for three phase motors. Motor starters shall be full voltage non-reversing across the line magnetic type rated in accordance with NEMA standard sizes and horsepower ratings. Minimum size magnetic starter shall not be less than NEMA size one.

B. Motor starters shall be furnished with the following additional equipment:
1. In each magnetic starter provide cover mounted hand-off-auto selector switch complete with a manual overload reset button and a red "On" pilot light. Provide a control transformer with a secondary voltage of 120V, complete with primary overload and short circuit protection.

2. Starters shall be suitable for the addition of at least three normally open and three normally closed auxiliary contacts. Provide a minimum of two normally open and two normally closed contacts unless additional contacts are scheduled on the drawings or required for proper control of the equipment.

3. Overload relays shall be an integral part of the motor starter. Overload relays shall have a minimum +10 percent adjustment from the nominal heater rating. Heaters shall be available such that when used with the ±10 percent adjustment, a continuous selection of motor full load currents can be obtained through the size limitations of the starter. Overload relays shall be manual reset and field convertible from manual to automatic reset. Overload relays shall be melting alloy or bimetallic type. Thermal units shall be of one-piece construction and interchangeable. The starter unit shall be inoperative if the thermal unit is removed. Provide 3 overload relays, one for each phase of the three-phase starter.

4. Time delay relays with time delay after energization shall be provided for starters indicated, or as required for proper control of equipment. Time delay feature shall be adjustable from 0 to 60 seconds and set as indicated on the drawings.

2.9 MANUAL MOTOR STARTERS

A. Thermal element type manual motor starters complete with melting alloy type thermal overload relays for single phase motors shall be Square D Class 2510. Provide overload relays sized in accordance with NEC requirements for the motor loads served.

B. Provide flush mounted units in finished areas and surface mounted units in unfinished areas. Starter shall have NEMA I general purpose enclosure, unless otherwise indicated, and be rated for the motor horsepower required.

2.10 FUSES

A. Fuses shall be furnished and installed in each fused switch, and shall have ratings as shown on the drawings. Provide fuses in accordance with recommendations of manufacturers whose equipment is being protected.

B. Three spare fuses shall be furnished for each size and type used. Each fused switch shall be provided with a mastic backed label clearly identifying the type and size of fuse required.

2.11 MANUFACTURERS

A. Panelboards, safety switches, and motor controllers manufactured by Square D, Cutler Hammer, Siemens, or General Electric are acceptable. All major components shall be of the same manufacturer.

PART 3 - EXECUTION
3.1 INSTALLATION METHODS

A. Conductors shall be installed in concealed raceways except as shown/noted otherwise on the drawings or in the specification. Exposed conduits and wires shall be installed parallel or perpendicular to all building surfaces. Conduits and wires in the space above ceilings shall be supported adequately and shall not be laid on the top of ceiling systems. All conduits and wires installed above ceilings shall be considered exposed.

B. The lighting and power branch circuit conductors shall be installed in separate raceway systems unless specifically shown or noted otherwise.

C. Conduits, except those located within floor construction, shall be run parallel with or perpendicular to lines of the building unless otherwise noted on the drawing. Electrical conduits shall not be hung on hangers with any other service foreign to the electrical systems, unless specifically approved by the Engineer. Electrical conduits shall be hung above all other service pipes. Hangers on different service lines running close to and parallel with each other shall be in line with each other and parallel with, or perpendicular to, the lines of the building. Exact location of electric outlets, piping, ducts, and the like shall be coordinated to avoid interferences between lighting fixtures, piping, ducts, and similar items.

D. Outlet Box Locations. Outlet boxes shall be located so they are not placed back-to-back in the same wall, and in metal stud walls, are separated by at least one stud space in order to limit sound transmission from room to room. Outlet boxes installed on opposite sides of fire rated walls shall be spaced at least 24” apart.

3.2 EXISTING UTILITIES

A. Existing utilities within the contract limits shall be rerouted and/or abandoned as shown on the drawings. The Contractor shall verify the location of all existing utilities with the Owner and Utility Companies prior to commencing excavation work. All new or rerouted work must be in place before removal of existing work. All service outages must be scheduled with the Owner and be approved by the Owner. The drawings and survey data of the contract documents indicate the available information on the existing power and communication services, and on new services to be provided to the project by local utility companies. Accuracy of this information is not assured.

3.3 CUTTING AND PATCHING

A. The Electrical Contractor shall be responsible for all cutting and patching of holes in the building construction which are required for the electrical work. Cutting, patching and painting shall conform to the requirements of the Division 1 and, if applicable, Division 2 of these specifications.

B. Cutting of structural framing, walls, floors, decks and other members intended to withstand stress is not permitted.

C. Use care in piercing waterproofing. After the part piercing the waterproofing has been set in place, seal openings, and make absolutely watertight.

D. All patching shall be finished and painted to match the surface around it.

3.4 PAINTING, FINISHING
A. Painting of electrical work exposed in occupied spaces, except mechanical and electrical machine rooms and maintenance/service spaces; and work exposed on the exterior of the facility is specified and performed under other divisions of these specifications.

B. Factory finishes, shop priming, and special protective coatings are specified in the individual equipment specification sections.

C. Where factory finishes are provided on equipment and no additional field painting is specified, all marred or damaged surfaces shall be touched up or refinished so as to leave a smooth, uniform finish at the time of final inspection.

3.5 EXCAVATION AND BACKFILLING

A. Contractor shall perform all excavation and backfilling necessary to install the required electrical work. Coordinate the work with other excavating and backfilling work in the same area.

B. Landscape work, pavement, flooring and similar exposed finish work that is disturbed or damaged by excavation shall be repaired and restored to their original condition by the Contractor.

3.6 INSTALLATION OF EQUIPMENT

A. Install and connect all devices and equipment as specified and indicated for this project, in accordance with the manufacturers’ instructions and recommendations. Furnish and install complete electric connections and devices as recommended by the manufacturer or required for proper operation.

3.7 WORK IN EXISTING BUILDING

A. Where drawings indicate work to be done in the existing building, the Contractor shall carefully examine such areas to determine the nature and extent of work involved before submitting his bid. The Contractor shall be responsible for all damage to existing items and utilities due to the progress of his work, and shall repair all such items or replace same to an approved condition at his own expense.

3.8 PROTECTION

A. Protection of existing equipment and facilities shall be provided and coordinated with the Owner.

3.9 OUTAGES

A. All outages shall be scheduled and approved by the Owner. Contractor shall submit in writing a document indicating the times of day and duration of all electrical outages.

3.10 ELECTRICAL DEMOLITION

A. All existing devices shown with cross-hatching and/or so noted shall be removed, relocated, remain or shall be abandoned as noted on the drawings.
1. For conductors serving devices shown to be removed, disconnect the device and remove all conduit and conductors back to the panel or to the next device shown to remain or as required by actual existing circuiting. Continuity of circuiting shall be maintained for the existing devices shown to remain. Circuiting shall be extended from new or existing circuits as shown or as required.

2. Coordinate all phasing and related electrical system outages with the Owner and all other disciplines.

B. Existing Material: Refer to the Supplementary Conditions Section of this specification for the disposition of all salvageable material.

3.11 COORDINATION

A. Coordinate the electrical work with work of the different trades so that:

1. Interferences between mechanical, electrical, architectural, and structural work, including existing services, is avoided.
2. Within the limits indicated on the drawings, the maximum practicable space for operation, repair, removal and testing of electrical, and other equipment will be provided.
3. Pipe, conduits, ducts, and similar items, shall be kept as close as possible to ceilings, walls, columns, to take up a minimum amount of space. Pipes, conduits, ducts, and similar items shall be located so that they will not interfere with the intended use of other equipment.
4. Furnish and install, without additional expense to the Owner, all offsets, fittings and similar items necessary in order to accomplish the requirements of coordination.

3.12 SLEEVES

A. Sleeves shall be used to accommodate conduit or tubing where conduit or tubing passes through concrete walls or slabs.

B. All sleeves through floors and walls shall be black iron pipe, flush with finished faces of walls, ceilings or floors; and shall be sized to accommodate the raceways indicated. Sleeves through outside walls above grade shall be caulked with approved caulking compound. Sleeves shall not be required through on-grade slabs.

C. For raceways which enter buildings below grade, install manufactured floor and thru-wall seals, similar to Type “FSK” or “WSK” as manufactured by O.Z. Electric Manufacturing Company.

3.13 CABLE AND CONDUIT SEALS

A. Seals shall be provided around all conduits and cables which penetrate smoke walls, fire walls, and floors. Nelson Flameseal system shall be used to seal penetrations of electrical cables and conduits.

B. Materials used shall be flameseal putty, ceramic fiber insulation and where rigid support on large oversized openings is required, ceramic fiber board. Board shall be rigid and able to withstand temperatures in excess of 2000 degrees F. Accessory hardware shall be required on oversized openings.
C. Follow manufacturer’s instructions in selecting the type of seals and accessories. Also follow the manufacturer’s instructions on installation of the cable and conduit seals. Equal quality equipment by OZ Gedney and 3M shall be acceptable.

3.14 PROTECTION FROM WEATHER

A. Raceway stub ups shall be capped or otherwise protected from moisture and debris until such time that the conductors are pulled. Conductors shall not be installed in raceways until the building is protected from the weather, all concrete and plastering is completed and raceways in which moisture has collected have been swabbed or blown out.

3.15 WIRING - NUMBER OF WIRES REQUIRED

A. The number of wires for lighting branch circuits is not shown on the drawings. The number of wires in any circuit shall be determined in accordance with the National Electrical Code, and wiring shall be provided to perform all functions of the devices being installed. Additionally, wires shall be provided as required by the contract documents, i.e. equipment grounds, etc. Provide the number of wires required for a complete and workable system.

3.16 Furnish and install outlet boxes, pull boxes, and conduit fittings as described below. Catalog numbers shown are Appleton Electric Company. Equal materials by Steel City, O.Z., Gedney and Raco are acceptable.

3.17 OUTLET BOXES

A. Lighting Boxes (concealed) No. 40-3/4

B. Lighting Boxes (concrete) OCR Series

C. Lighting Boxes (exposed) 4S-3/4 or 40-3/4

D. Flush Switches, Receptacles No. 4S-3/4 with separate
   Telecommunications and Flush
   Junction Boxes extension plaster ring; M*-250
   in masonry construction (* refers
to number of devices in the box)

E. Weatherproof type Switch, Receptacle FS Series w/FS cover and
   and Telecommunications Boxes (exposed) neoprene gasket.

F. Switch, Receptacle and 4S-3/4 with 8360 or 8370
   Telecommunications Boxes (exposed) series raised surface cover.

G. Where space is limited, No. 4CS-3/4 handy boxes may be used for switch, receptacle and
   telephone outlets with specific approval only.

H. Extension and plaster rings shall be installed as required by the NEC.

I. Outlet boxes shall comply with the National Electrical Code in regard to the allowable fill.

3.18 PULL BOXES
A. Pull boxes shall be fabricated of code gauge galvanized sheet metal and shall be sized in accordance with National Electrical Code requirements, or as shown on the drawings. Provide removable cover on the largest access side of the box. In-line conduit pull boxes may be O.Z., Type PBW, or equal. Provide pull boxes at all code required locations, and as needed to aid in cable pulling.

3.19 ACCESS PANELS

A. Furnish and install panels for access to junction boxes and similar items where no other means of access, such as a readily removable, sectional ceiling is shown or specified.

B. Panels shall not be less than 12-inches by 16-inches in size. Larger panels shall be furnished where required. Panels in tile or other similar patterned ceilings shall have dimensions corresponding to the tile or pattern module.

3.20 MOUNTING HEIGHTS

A. Mounting heights to the center of the box and above finished floor for the items listed below shall be as follows, unless otherwise shown. All other device mounting heights shall be as shown on the drawings. All devices shall be mounted in accordance with ADA (Americans with Disabilities Act) requirements.

1. Flush tumbler switches and lighting controls 46"
2. Switches in concrete block 46"
3. Safety switches 54"
4. Motor controllers 54"
5. Panelboards to top 72"
6. Telecommunications outlets (pay and wall type) 54" for non-ADA type 44" for ADA type
7. Convenience outlets in mechanical, electrical, telecommunications, janitor, and elevator machine rooms 48"
8. Exterior W.P. convenience outlets 24" above grade mounted (horizontally) (vertically)

B. Contractor shall check all equipment layouts and verify exact mounting heights.

3.21 NAMEPLATES

A. Nameplates shall be provided for all items such as panelboards, cabinets, motor controllers (starters), safety switches, separately enclosed circuit breakers, individual breakers and controllers in switchboards and motor control centers, control devices and other significant equipment.

B. Nameplates shall be 1" x 2-1/2" laminated black phenolic resin with a white core with engraved lettering, a minimum of 3/16-inch high. Manufacturers factory installed nameplates shall be acceptable provided all information is furnished.

C. Nameplates shall identify the equipment item that the device is serving and also from where the device is being fed from. Nameplates shall also identify the system voltage of the item of equipment.
3.22 CLOSE OUT AND OPERATION INSTRUCTIONS

A. Sequence operations properly so that all work of this project will not be damaged or endangered. Operate each item of equipment and each system in a test run of appropriate duration to demonstrate sustained, satisfactory performance. Adjust and correct operations as required for proper performance.

B. Conduct a full-day walk-through instruction seminar for the Owner's personnel to be involved in the continued operation and maintenance of electrical equipment and systems. Explain the identification system, operational diagrams, emergency and alarm provisions, sequencing requirements, security, safety, efficiency and similar features of the systems.

C. At the time of substantial project completion, turn over the prime responsibility for operation of the electrical equipment and systems to the Owner's operating personnel. Until the time of final acceptance, provide full time operating personnel, who are completely familiar with the work, to consult with and continue training the Owner's personnel.

3.23 AS-BUILT DRAWINGS

A. Contractor shall provide the Owner with as-built drawings for all electrical systems as described in these specifications and/or shown on the Drawings. This shall consist of all drawings, wiring schematics, and diagrams for the fire alarm, telecommunications systems, as well as, any change to the systems shown on the drawings.

END OF SECTION 26 00 00
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely remove, disconnect and protect the site features as indicated on the plans and as herein specified.

B. This section includes the following:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, removing site utilities, and abandoning site utilities in place.

C. Related Sections:

1. Section 31 25 00 “Erosion and Sedimentation Controls” for erosion and sediment control.

1.3 MATERIAL OWNERSHIP

A. Except for stripped topsoil and other 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.

1.4 PROJECT 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 Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Architect.
C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated

D. Utility Locator Service: Notify One Call for area where Project is located before site clearing.

E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

F. The following practices are prohibited within protection zones:
   1. Storage of construction materials, debris, or excavated material.
   2. Parking vehicles or equipment.
   3. Erection of sheds or structures.
   4. Impoundment of water.
   5. Excavation or other digging unless otherwise indicated.
   6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

G. Do not direct vehicle or equipment exhaust towards protection zones.

H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

I. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in geotechnical report.
   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. Locate and clearly identify trees, shrubs, and other vegetation to remain on site

C. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.
3.2 TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining on-site by temp chain link or snow fence.

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

1. Repair or replacement of trees scheduled to remain and damaged by construction operations shall be at Contractor’s expense. Cost for tree replacement shall be determined in accordance with the Tree Evaluation Methods as described in The Guide for Plant Appraisal, 1992 Edition by the Council of Tree and Landscape Appraiser.

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. Locate, identify, and disconnect utilities indicated to be abandoned in place.

1. Do not proceed with utility interruptions without Owner’s 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, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods for grubbing within protection zones.
4. Chip removed tree branches and stockpile in areas approved by Architect for use on project site.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

3.5 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth indicated in geotechnical report 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. 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. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity to be reused.
3.6 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.
   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.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 10 00
SECTION 31 20 00 - 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. Preparing subgrades for slabs-on-grade, walks, and pavements.
   2. Excavating and backfilling for buildings and structures.
   3. Drainage course for concrete slabs-on-grade.
   4. Subsurface drainage backfill for walls and trenches.
   5. Excavating and backfilling trenches for utilities and pits for buried utility structures.
   6. Fine Grading and redistribution of topsoil

1.3 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. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying
   pipe.

C. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

D. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward
   capillary flow of pore water.

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 Architect. Authorized additional excavation
      and replacement material will be paid for according to Contract provisions for changes in
      the Work.
   2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated
      lines and dimensions without direction by Architect. Unauthorized excavation, as well as
      remedial work directed by Architect, shall be without additional compensation.

F. Fill: Soil materials used to raise existing grades.
G. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

H. 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.

I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:
   1. Controlled low-strength material, including design mixture.
   2. Warning tapes.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each soil material proposed for fill and backfill as follows:
   1. Classification according to ASTM D 2487.
   2. Laboratory compaction curve according to ASTM D 698.
   3. Top Soil Analysis according to ASTM D 442

C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

1.7 PROJECT 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 Owner and authorities having jurisdiction.

B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures are in place.

D. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

E. Do not direct vehicle or equipment exhaust towards protection zones.

F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

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, 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 D 2487, 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 D 2940; 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 D 2940; 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 D 2940; 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 D 2940; 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 D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

J. Sand: ASTM C 33; fine aggregate.
K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

L. Turf Area Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than 1/2 inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 - 7.5, and an organic matter content between 2 and 8 percent. Loam topsoil must have 7 to 30 percent clay, 28 to 60 percent silt, and less than 52 percent sand particles. Not more than 10 percent of topsoil weight can be gravel or stones.

M. Planting Bed Topsoil: New topsoil that is fertile, friable, natural loam, dark in color, free of subsoil, clay lumps, brush, weeds, and other debris; and free of roots, stumps, stones larger than one inch in any dimension; and free of other extraneous or toxic matter harmful to plant growth. Topsoil should be obtained from local sources. It should have an acidity range (pH) of 5.5 - 7.5, and an organic matter content between 2 and 8 percent. Loam topsoil must have 7 to 30 percent clay, 28 to 60 percent silt, and less than 52 percent sand particles. Not more than 10 percent of topsoil weight can be gravel or stones.

1. Particle Size: Provide topsoil which conforms with the following categories:
   a. Clay: 0.002 mm and smaller.
   b. Silt: 0.002 to 0.02 mm.
   c. Sand: 0.02 to 0.2 mm.

2. Proposed topsoil material shall be inspected and approved by the Architect.

2.2 ACCESSORIES

A. 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. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. 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.

3.3 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.
      a. 24 inches outside of concrete forms other than at footings.
      b. 12 inches outside of concrete forms at footings.
      c. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
      d. 6 inches beneath bottom of concrete slabs-on-grade.
      e. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 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.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.

3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.

4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. 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.

E. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.6 SUBGRADE INSPECTION

A. Notify Geotechnical Engineer when excavations have reached required subgrade.

B. If Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 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.

3.8 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 and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 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. Backfill voids with satisfactory soil while removing shoring and bracing.

D. 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.

   1. 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.

E. Place and compact final backfill of satisfactory soil to final subgrade elevation.

F. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.10 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.
   4. Under building slabs, use engineered fill.
   5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.11 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.
3.12 COMPACTATION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 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 D 698:

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 concrete pavement, scarify and recompact top 9 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent.
3. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 98 percent.
4. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
5. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.13 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 required elevations within the following tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.14 SUBSURFACE DRAINAGE

1. Compact each filter material layer to 95 percent of maximum dry unit weight according to ASTM D 698.

B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.

1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D 698.
2. Place and compact impervious fill over drainage backfill in 6-inch- thick compacted layers to final subgrade.
3.15 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course under pavements and walks as follows:
   1. Install separation geotextile on prepared subgrade according to manufacturer’s written instructions, overlapping sides and ends.
   2. Place base course material over subbase course under hot-mix asphalt pavement.
   3. Shape subbase course to required crown elevations and cross-slope grades.
   4. Place subbase course 6 inches or less in compacted thickness in a single layer.
   5. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
   6. Compact subbase 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 D 698.

3.16 FINE GRADING / TOP SOIL PLACEMENT

A. Prior to fine grading, loosen subgrade soil to a depth of 6”.

B. Cut and fill all areas to elevations and tolerances specified. Leave graded surface clean, free from rubbish and large clods and reasonably smooth. Topsoil shall only be placed during dry weather and when the existing soils are unfrozen.

C. Remove roots, weeds, rocks over 1”, and any foreign material while spreading.

D. Grade surfaces accurately to elevations indicated on plan to within a tolerance of ½ inch when measured with a 10 foot straightedge and to assure areas drain away from structures and to prevent ponding and pockets. Provide subgrade surfaces free of stones 4 inches in greatest dimension.
   1. Provide ½” edge against sidewalks to allow sod to sit flush with pavement edge.

E. After placement, loosen topsoil by cultivation to a minimum depth of 6 inches throughout entire site. Utilize a Blecavator cultivator, or similar equipment to separate rocks from the soil during the cultivation process, and directing the pulverize soil to the top of the soil profile.

F. Maintenance: Protect final graded areas from traffic and erosion. Keep free of trash and debris.

3.17 FIELD QUALITY CONTROL

A. Inspections: Contractor will engage a qualified special inspector to perform the following special inspections:
   1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
   2. Determine that fill material and maximum lift thickness comply with requirements.
   3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.

B. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
C. Allow testing agency 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.

D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.

F. 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 Architect; 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 surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.

1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
END OF SECTION 31 20 00
PART 1- GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY
   A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the fine grading and soil preparation as indicated on the plans and as herein specified.

   B. Related Sections include the following:

      1. Section 31 25 00 “Erosion and Sedimentation Controls” for erosion and sedimentation controls

1.3 QUALITY ASSURANCE
   A. Subcontract fine grading work to a single firm specializing in fine grading operations. Firm shall have satisfactory record of performance on completed projects of comparable size and quality.

1.4 JOB CONDITIONS
   A. Proceed with and complete fine grading as rapidly as portions of site become available, working within seasonal limitations.

   B. Protect existing utilities, paving, plant material, and other facilities from damage caused by fine grading operations.

   C. Perform fine grading work only after other work affecting ground surface has been completed.

2. PRODUCTS (NOT USED)

3. EXECUTION

3.1 INSPECTION
   A. Examine finish surfaces, grades, topsoil quality, and depth. Do not start fine grading work until unsatisfactory conditions are corrected.

3.2 PREPARATION
   A. Loosen topsoil of planting areas to a minimum depth of 4”. Remove stones over 1” in any dimension and sticks, roots, rubbish, and extraneous matter.
B. Grade planting areas to a smooth, free draining and even surface with a loose, moderately coarse texture. Roll and rake, remove ridges, and fill depressions as required to drain.

C. Provide straw bale checking in ditches or problem swales at intervals required to effectively slow water velocity.

3.3 CLEANUP AND PROTECTION

A. During fine grading operations, keep pavements clean and work area in an orderly condition.

END OF SECTION 31 22 19
SECTION 31 25 00 - EROSION AND SEDIMENTATION CONTROLS

1. GENERAL

1.1 SUMMARY

A. All erosion and sedimentation controls shall be in accordance with 2020 Missouri Standard Specifications for Highway Construction, Section 806.

B. Refer to Appendix for MoDOT erosion and sedimentation controls specifications.

END OF SECTION 31 25 00
1. **GENERAL**

1.1 **SUMMARY**

A. All asphalt paving shall be in accordance with 2020 Missouri Standard Specifications for Highway Construction. Reference Division 400 for design and construction of BP-1 pavement as shown on the plans.

B. Refer to Appendix for MoDOT asphalt specifications.

END OF SECTION 32 12 16
SECTION 32 13 13 - CONCRETE PAVING

1. GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1. All concrete paving shall be in accordance with 2020 Missouri Standard Specifications for Highway Construction.

1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Portland Cement Concrete Paving as indicated on the plans and as herein specified.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. See Section 03 30 00 “Cast-in-Place Concrete” for additional requirements.
2. See Section 31 20 00 “Earth Moving” for backfilling and subgrade preparation.

1.3 SUBMITTALS

A. Pavement marking plan indicating lane separations and defined parking spaces. Note dedicated handicapped spaces with international graphics symbol.

2. PRODUCTS

2.1 CONCRETE MATERIALS

A. Concrete construction materials including reinforcing, concrete and related materials are specified in Section 03 30 00 “Cast-In-Place Concrete.”

2.2 PROPORTIONING AND DESIGN OF MIXES

A. Design mixes to provide normal weight concrete with the following properties, unless otherwise indicated on drawings and schedules:

B. Prepare design mix such that ratio of course aggregate to fine aggregate is as specified in section 2.3 subparagraph B. Section 03 30 00 “Cast In Place Concrete for 30% Limestone / 70% Sand and Gravel Aggregate.

1. Parking lots, drives and walks shall have a 28 day F’c = 4000 psi.

C. Use air-entraining admixture in all exterior concrete.

2.3 SEALANTS


2.4 LANE MARKING PAINT

A. Lane Marking Paint: Alkyd-resin type, ready-mixed complying with AASHTO M 248, Type “N”. Chlorinated-rubber base traffic lane-marking paint, factory-mixed, quick-drying, and nonbleeding may be used at Contractor’s option.


3. EXECUTION

3.1 SUBBASE PREPARATION

A. For subbase preparation see Section 31 00 00 "Earthmoving."

3.2 CONCRETE

A. For concrete placement, finishing, curing, surface repairs, and quality control testing during construction see Section 03 30 00 "Cast-In-Place Concrete."

3.3 JOINTS

A. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

B. Expansion Joints: If spacing is not indicated, construct expansion joints at 50 foot maximum intervals and at points of contact between slabs and vertical surfaces such as columns, foundation walls, stoops and elsewhere as indicated.

1. Provide foam expansion joint fillers and sealant or traffic grade hot pour at all expansion joints.

C. Contraction (Control) Joints: Should be cut ¼ of the slab thickness.

1. If joint spacing is not indicated, lay out joints to form square panels. When this is not practical, rectangular panels can be used if the long dimension is no more than 1.25 times the short side. In 4” slabs, the long side should not exceed 10 feet.

a. Spacing: Not to exceed 30 x slab thickness or 10 feet, whichever is less.
3.4 TRAFFIC AND LANE MARKINGS

A. Cleaning: Sweep and clean surfaces to eliminate loose material and dust.

B. Do not apply traffic and lane marking paint until layout and placement have been verified with Architect.

C. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer’s recommended rates to provide minimum 12 to 15 mils dry thickness.

3.5 FINISH

A. All sidewalk surfaces should have a textured, non-slip broom finish free from trowel marks, except for the edging tool.

END OF SECTION 32 13 13
SECTION 32 15 40 – CRUSHED STONE SURFACING

1. PART 1- GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1. See Section 007300 “Supplementary Conditions”, if included, for requirements relating to interpretation of the drawings and specifications.

1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Crushed Stone Surfacing as indicated on the plans and as herein specified.

B. This Section includes the following:

1. Crushed Rock
2. Gravel

1.3 SUBMITTALS

A. Sieve Analyses: For aggregate materials, according to ASTM C 136

B. Samples: N/A

C. Test reports:

1. Final compaction report.

1.4 QUALITY ASSURANCE

A. Pre-installation

1. The Contractor shall coordinate, schedule and conduct a meeting to review the installation requirements with the mix supplier and Architect.

1.5 SITE CONDITIONS

A. Weather and site requirements

1. Aggregate base or sub-base is to be dry or moist.

2. PART 2- PRODUCTS

2.1 MATERIALS

A. Crushed Rock (Base Course)

1. General:

a. Crushed rock shall be either limestone or dolomite and shall consist of clean, hard, tough and durable fragments (excluding schist, shale or slate) of uniform quality throughout and shall be free from thin, soft, or elongated pieces, disintegrate
stone, dirt, organic or other deleterious material occurring free or as a coating on the rock.

2. Gradation:
   a. The crushed rock for surfacing shall be screened after crushing to remove excessive fines and shall be so graded as to meet the following requirements

   1) Sieve Size          Percent Passing
       1-1/2"              94-100
       1/2"                0-10

3. Soundness:
   a. The fraction of crushed rock retained on the 1/2"-inch sieve shall have a loss ratio of not less than 0.75 when subjected to 26 cycles of freezing and thawing in accordance to AASHTO Method T-103.

4. Abrasion:
   a. Crushed rock, when tested for abrasion by AASHTO Method T-96, Grade B, shall have a percentage of wear of not more than 45 percent.

B. Gravel (Surface Course)

1. General:
   a. Gravel for surfacing shall consist of durable particles of stone and sand with less than five percent (5%) of clay and silt
2. Gradation:
   
a. The sieve analysis for the gravel material shall be made in accordance with AASHTO Method T-27 and shall be so graded as to meet the following requirements:
   
   1) Sieve Size: Percent Passing:
      
      | Sieve Size | Percent Passing |
      |-------------|----------------|
      | 1"          | 100            |
      | #4          | 61-95          |
      | #10         | 0-30           |
      | #200        | 0-4            |

   2) The percent passing the No. 200 sieve shall be determined in accordance with AASHTO Method T-11

3. Approved Equal: Crushed Asphalt (1” minus) or Crushed Concrete (1” minus)

C. Water
   
   1. Fresh, clean, and potable.

3. PART 3- EXECUTION

3.1 EXAMINATION

   A. Examine site and verify that conditions are suitable to receive work and that no defects or errors are present which would cause defective installation of product or cause latent defects in workmanship and function.

   B. Review subgrade to verify that it has been graded correctly and compacted as required for installation of the aggregate base.

   C. Before proceeding with work, Contractor shall notify the Architect and Owner in writing of any unsuitable conditions and conflicts.

3.2 PROTECTION OF EXISTING CONDITIONS

   A. Use every possible precaution to prevent damage to existing conditions to remain such as structures, utilities, irrigation systems, plant materials and paving on or adjacent to the site of the work.

   B. Provide barricades, fences or other barriers as necessary to protect existing conditions to remain from damage during construction.

   C. Contractor is fully responsible for all costs associated with replacement of damage caused by his work.

3.3 LAYOUT

   A. Establish lines and levels; locate and lay out by instrumentation and similar appropriate means for aggregate paving finish grades.

   B. Staking: Provide a sufficient quantity of grade stakes as required to provide aggregate paving with smooth finish grades and positive drainage.

3.4 SUB-GRADE PREPARATION:
A. Refer to Geotechnical report for subgrade preparation prior to placement of aggregate base. Grade subgrade with uniform slope between points where elevations are given.

B. Grade subgrade surface to within 0.05 foot of finish grade minus paving thickness.

C. Fill and compact any depressions and remove loose material to finish true to line and grade, presenting a smooth, compacted and unyielding surface.

D. Remove debris, loose dirt and other extraneous materials.

E. Ditches, drains and drain pipes shall be installed if necessary to protect of the pavement and base from cross flows of water. All water flow should be directed off of and away from base.

3.5 PLACEMENT AND COMPACTION

A. Parking Lot Surfacing

1. In general, the construction shall include combining three inches of crushed rock (base course) in the upper layer of the sub-grade and the application of a three-inch gravel surface course to the crushed rock base, to the widths and cross section as shown on the plans.

2. The crushed rock material shall be deposited uniformly upon an approved sub-grade in straight, single or double lines, followed immediately thereafter by scarification of the rock and sub-grade to produce a uniform soil-rock mixture six inches thick. The mixture shall be spread into a uniform layer and compacted using sheepsfoot roller and water as required. The gravel surface course material shall then be delivered and uniformly spread, followed immediately by compaction using an approved roller and water as required, to the satisfaction of the Architect and Owner.

3.6 FIELD QUALITY CONTROL

A. Density tests:

1. Perform tests in accordance with ASTM D 2950.
2. Perform tests after final compaction.
3. Perform at least three tests.

B. PROTECTION

1. Protect pavement surface against heavy construction equipment

   a. Contractor is responsible for replacing damaged pavement, if damage was preventable, at his own expense.

END OF SECTION 32 15 40
SECTION 32 92 00 – TURF AND GRASSES

1. PART 1- GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY OF WORK

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Turf and Grasses as indicated on the plans and as herein specified.

B. This section includes the following:

1. Sodding

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

1. Pesticides and Herbicides: Include product label and manufacturer’s application instruction specific to this project.

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. Included year of production and date of packaging.

1. Certification of each seed mixture for turf grass sod and seed. Include identification of source, name and telephone number of supplier.

C. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of manicured turf grass and native meadow grass during a calendar year. Submit before expiration of required initial maintenance periods.

D. Qualification Data: For qualified landscape Installer.

E. Material Test Reports: For existing native surface topsoil, existing in-place surface soil and imported or manufactured topsoil.

F. Product Certificates: For fertilizers from manufacturer.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association

2. Experience: Five (5) years' experience in turf installation
3. Installer’s Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project Site when work is in progress.

1.5 DELIVERY, STORAGE AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened container showing weight, certified analysis, name and address of manufacturer, and indication of conformance 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” in TPI’s “Guideline Specifications to Turfgrass Sodding.” Deliver Sod in time for planting within 24 hours of harvesting. 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 or soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Accompany each delivery or bulk fertilizer and soil amendments with appropriate certificates.

1.6 PROJECT CONDITIONS

A. Proceed with and complete seeding work as rapidly as portions of site become available, working within seasonal limitations.

B. Protect existing utilities, paving, plant material, and other facilities from damage caused by seeding operations.

C. Perform seeding work only after planting and other work affecting ground surface has been completed.

D. Restrict pedestrian, bicycle, vehicular and other traffic from lawn areas until grass is established. Erect signs and barriers as required.

E. Provide hose and lawn watering equipment as required.

F. Planting Restrictions: Plant during one of the following periods.
   1. Spring Planting: May 15-June 30 for cool and warm season grasses.
   2. Fall planting: September 1-October 15 for cool season grasses only and dormant planting is to be November 1-December 15. Seeding operations shall occur immediately after preparation of bed during this season only, except when prior written permission is obtained from the Architect.
   3. Weather Limitations: The actual planting shall be performed during those times in this season which are normal for such work as determined by weather conditions, and accepted practice in the locality. No work shall be performed when the ground is frozen, wet or otherwise un-tillable or when even distribution of materials cannot be obtained.

1.7 MAINTENANCE SERVICE
1. Initial Turf Maintenance Service: Provide full maintenance until fully established by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established.

2. PART 2- PRODUCTS

2.1 TURFGRASS SOD

A. Turfgrass Sod: Approved, complying with “Specifications for Turfgrass Sod Materials” in TPI’s “Guideline Specifications to Turfgrass Sodding.” Furnish viable sod of uniform density, color and texture, strongly rooted, and capable of vigorous growth and development when planted.

B. Sod Mixture type:

1. Missouri DNR Special Mixture, or approved equal:
   
<table>
<thead>
<tr>
<th>Percentage</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>49.15%</td>
<td>Kentucky Bluegrass</td>
</tr>
<tr>
<td>29.40%</td>
<td>Creeping Red Fescue</td>
</tr>
<tr>
<td>19.60%</td>
<td>Perennial Ryegrass</td>
</tr>
</tbody>
</table>

2.2 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 or urea formaldehyde, phosphorous, and potassium in the following composition:

   1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
   2. Composition: 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: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight
   2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil report from a qualified soil-testing laboratory.

2.3 WATER

A. Water: Free of substance harmful to seed growth. Hoses or other methods of transportation furnished by Contractor.

3. PART 3- EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

   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. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too 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 Architect 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 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. Limit turf subgrade preparation to areas to be planted.

B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

C. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches of soil. Till soil to a homogeneous mixture of fine texture.
3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

F. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
3.4 SODDING

A. Lay sod within 24 hours of harvesting. 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 subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, 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 angle of slopes exceeding 1:3.
2. Anchor sod on slopes exceeding 1:4 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 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.

3.5 TURF MAINTENANCE

A. 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.
2. Water turf with fine spray at a minimum rate of 2 inch per week unless rainfall precipitation is adequate.

C. Mow manicured turf grasses as soon as top growth is tall enough to cut. Repeat mowing to maintain a min 2.5 inch to 3 inch height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

3.6 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Architect:
1. 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.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.7 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with 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 Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.8 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. 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.

C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 32 92 00
SECTION 33 46 00 – SUBDRAINAGE SYSTEMS

1. GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Work shall include all labor, materials, and equipment necessary to completely furnish and install the Subdrainage System as indicated on the plans and as herein specified.

B. This section includes the following:

1. Pipe
2. Fittings and accessories
3. Drainage fill

1.3 QUALITY ASSURANCE

A. Comply with requirements of Section 31 20 00 “Earth Moving”.

B. Obtain Architect’s acceptance of installed and tested subdrainage system prior to installing drainage fill materials.

1.4 SUBMITTALS

A. Submit Manufacturer’s product data for each type of drainage pipe required. Show types and sizes of fittings and accessories proposed for the work.

1.5 PROJECT CONDITIONS

A. Coordinate installation of the subdrainage system with excavating and backfilling work performed under Section 31 20 00 “Earth Moving”.

2. PRODUCTS

2.1 MATERIALS

A. Subdrainage piping: Provide types and sizes indicated. Provide matching reducers, adaptors, couplings, fittings, and accessory components to ensure continuity of the subdrainage system.


B. Drainage fill: AASHTO M43 #6 (3/8” to ¾”) clean uniformly graded stone or gravel.
C. Earth fill: Natural sandy-clay subsoil, soil-rock mixtures or approved excavated materials, free of foreign matter, organic material, and debris.

1. Excavated materials removed in earthwork excavation operations may be used as backfill when acceptable to the Landscape Architect and Geotechnical Engineer.
   a. See Section 31 20 00 “Earth Moving” for compaction and testing requirements.

D. Soil Separator: Rot resistant polypropylene filter fabric, water permeable and unaffected by freezing and thawing.

3. EXECUTION

3.1 INSPECTION

A. Examine substrates and installation conditions. Do not start subdrainage work until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Provide a compacted earth base. Hand trim excavations to required elevation. Place and compact earth fill as required to fill low areas and provide a positive drainage flow.

B. Install minimum 4” layer of drainage fill over compacted earth base for bedding drainage pipe.

C. Lay drainage pipe with perforations down, joints closed, and firmly bedded in drainage fill material. Provide full bearing for each pipe section. Provide continuous slope in the direction of flow.

   1. Provide collars and couplings for all in-line joints and ell, elbow, or bend sections for all corners and changes in direction.
   2. Provide recesses to receive bell and spigot ends.
   3. Provide unperforated run out pipe. Extend drainage system to out fall indicated and make connection.

D. Obtain required inspections and perform testing before backfilling. Remove obstructions, replace damaged components, and retest system as required. Provide a satisfactory free flowing subdrainage system.

E. Place drainage fill over drain piping after satisfactory testing and acceptance. Compact drainage fill in layers not exceeding 3” in loose depth. Exercise care to avoid damage or displacement of installed piping.

   1. Completely cover drain lines to width of at least 6” on each side of pipe and above top of pipe within 12” of finish grade.
   2. Provide soil separator over granular backfill.

F. Install earth fill over compacted drainage fill. Compact earth full in layers not exceeding 6” in loose depth. Extend earth fill to indicated finish grade elevations. Slope earth fill away from building.
3.3 CLEANING

A. Upon completion of subdrainage work, remove tools and equipment. Provide site clear, clean, free of debris, and suitable for site work operations.

END OF SECTION 33 46 00
401.1 Description. This work shall consist of a bituminous mixture placed, spread and compacted as shown on the plans or as directed by the engineer.

401.2 Material.

401.2.1 The grade of asphalt binder will be specified in the contract. When the plasticity index on individual aggregate fractions with 10 percent or more passing the No. 30 sieve exceeds 3, a moisture susceptibility test shall be required in accordance with Sec 401.4.5 during the mix design process. If the plasticity index exceeds that of the material approved for the mix design, additional testing may be required. All material shall be in accordance with Division 1000, Material Details, and specifically as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coarse Aggregate</td>
<td>1004.2</td>
</tr>
<tr>
<td>Fine Aggregate</td>
<td>1002.3</td>
</tr>
<tr>
<td>Mineral Filler</td>
<td>1002.4</td>
</tr>
<tr>
<td>Hydrated Lime</td>
<td>1002.5</td>
</tr>
<tr>
<td>Asphalt Binder, Performance Graded (PG)</td>
<td>1015</td>
</tr>
</tbody>
</table>

401.2.2 Reclaimed Asphalt. Reclaimed Asphalt may be obtained from Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS). The asphalt binder content of recycled asphalt materials shall be determined in accordance with AASHTO T 164, ASTM D 2172 or other approved method of solvent extraction. A correction factor for use during production may be determined for binder ignition by burning a sample in accordance with AASHTO T 308 and subtracting from the binder content determined by extraction.

The use of reclaimed asphalt shall be limited to one of the following options with the exception of bituminous base. For bituminous base the limits specified may be increased according to the recycled materials used as follows; 10% for RAP only, 5% for RAS only and 10% for the appropriate RAP and RAS combination.

<table>
<thead>
<tr>
<th>Binder</th>
<th>Percent Effective Virgin Binder Replacement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>RAP</td>
</tr>
<tr>
<td>Contract Grade Virgin Binder shall be used</td>
<td>0 - 20</td>
</tr>
<tr>
<td>Virgin Binder shall be Softened One Grade</td>
<td>21 - 40</td>
</tr>
<tr>
<td>Blend Chart</td>
<td>0 - 100</td>
</tr>
<tr>
<td>Extraction and Grading of Binder from final Mixture</td>
<td>0 - 100</td>
</tr>
</tbody>
</table>

The virgin binder shall have a low temperature grade 6 degrees lower than the binder grade specified in the contract. Lowering the high temperature of the virgin binder is not required; however, if lowered, the virgin binder shall have a high temperature grade no lower than 6 degrees below the binder grade specified in the contract. (Ex. Contract grade PG 64-22; virgin binder could be either PG 58-28 or PG 64-28). The Pressure Aging Vessel (PAV) test temperature (AASHTO M320) shall be tested at 19° C, regardless of the high temperature grade of the selected virgin binder.

Testing in accordance with AASHTO M323 including raw data shall be included with the mix design which demonstrates that the grade of the combine mixture meets the contract requirements.

Testing in accordance with either AASHTO T319, or AASHTO T164 and R59 along with grading in accordance with AASHTO M320 including raw data shall be included with the mix design which demonstrates that the grade of the combine mixture and rejuvenator, if applicable, meets the contract requirements.

401.2.2.1 Reclaimed Asphalt Pavement. Reclaimed Asphalt Pavement (RAP) may be used in any Sec 401, Plant Mix Bituminous Base and Pavement. All RAP material, except as noted below, shall be tested in accordance with AASHTO T 327, Method of Resistance of Coarse Aggregate Degradation by Abrasion in the
Micro-Deval Apparatus. Aggregate shall have the asphalt coating removed either by extraction or binder ignition during production. The material shall be tested in the Micro-Deval apparatus at a frequency of once per 1500 tons. The percent loss shall not exceed the Micro-Deval loss of the combined virgin material by more than five percent. Micro-Deval testing will be waived for RAP material obtained from MoDOT roadways. All RAP material shall be in accordance with Sec 1002 for deleterious and other foreign material. The aggregate specific gravity shall be determined by performing AASHTO T 209 in accordance with Sec 403.19.3.1.2 and calculating the $G_{se}$ to which a 0.98 correction factor will be applied in order to determine $G_{sb}$ as follows:

$$G_{sb} = \frac{100 - P_b}{G_{mm}} - \frac{P_b}{G_b}$$

$$RAP \ G_{sb} = RAP \ G_{se} \times 0.98$$

See Sec 401.4.4.1 for mixes containing more than 40% effective binder replacement from reclaimed asphalt.

**401.2.2.2 Reclaimed Asphalt Shingles.** Reclaimed Asphalt Shingles (RAS) may be used in any mixture specified to use PG 64-22 in accordance with AASHTO PP 53. In addition, shingles shall be ground to 3/8-inch minus. Waste, manufacturer or new, shingles shall be essential free of deleterious materials. Post-consumer RAS shall not contain more than 1.5 percent wood by weight or more than 3.0 percent total deleterious by weight. Post-consumer RAS shall be certified to contain less than the maximum allowable amount of asbestos as defined by national or local standards. The bulk specific gravity of RAS used in the job mix formula shall be 2.600.

$$RAS \ G_{sb} = 2.600$$

See Sec 401.4.4.1 for mixes containing more than 40% effective binder replacement from reclaimed asphalt.

The gradation of the aggregate may be determined by solvent extraction of the binder or using the following as a standard gradation:

<table>
<thead>
<tr>
<th>Shingle Aggregate Gradation</th>
<th>Percent Passing by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve Size</td>
<td></td>
</tr>
<tr>
<td>3/8 in.</td>
<td>100</td>
</tr>
<tr>
<td>No. 4</td>
<td>95</td>
</tr>
<tr>
<td>No. 8</td>
<td>85</td>
</tr>
<tr>
<td>No. 16</td>
<td>70</td>
</tr>
<tr>
<td>No. 30</td>
<td>50</td>
</tr>
<tr>
<td>No. 50</td>
<td>45</td>
</tr>
<tr>
<td>No. 100</td>
<td>35</td>
</tr>
<tr>
<td>No. 200</td>
<td>25</td>
</tr>
</tbody>
</table>

**401.2.2.3 Rejuvenators.** Rejuvenators may be used in any asphalt mixture containing recycled material. When a rejuvenator is used for the purpose of softening the binder grade, the requirements for the Extraction and Grading of Binder from Final Mixture option in Sec 401.2.2 must be satisfied.

**401.3 Composition of Mixtures.** Aggregate sources shall be from the specific ledge or combination of ledges within a quarry, or processed aggregate from a particular product, as submitted in the mix design. The total aggregate prior to mixing with asphalt binder shall be in accordance with the following gradation requirements:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>BP-1</td>
<td>BP-2</td>
</tr>
<tr>
<td>Base</td>
<td>100</td>
</tr>
<tr>
<td>1 inch</td>
<td>85-100</td>
</tr>
<tr>
<td>3/4 inch</td>
<td>60-90</td>
</tr>
<tr>
<td>1/2 inch</td>
<td>---</td>
</tr>
<tr>
<td>3/8 inch</td>
<td>35-65</td>
</tr>
<tr>
<td>No. 4</td>
<td>25-50</td>
</tr>
<tr>
<td>No. 16</td>
<td>---</td>
</tr>
</tbody>
</table>

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401.4 Job Mix Formula. At least 30 days prior to placing any mixture on the project, the contractor shall submit a mix design for verification and approval by Construction and Materials. The mixture shall be designed in accordance with Asphalt Institute Publication MS-2, Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types. The mixture shall be compacted and tested at a minimum of three asphalt contents separated by a maximum of 0.5 percent in accordance with AASHTO T 245, except as herein noted. The test method shall be modified by short-term aging the specimens in accordance with AASHTO R 30. A detailed description of the mix design process shall be included with the job mix formula. Representative samples of each ingredient for the mixture shall be submitted with the mix design. Aggregate fractions shall be in accordance with the same proportions as the proposed job mix formula. A minimum of 150 pounds will be required for any individual fraction. The amount of each ingredient submitted shall be as follows for each mix design to be verified:

<table>
<thead>
<tr>
<th>Ingredient</th>
<th>Minimum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate</td>
<td>300 lbs</td>
</tr>
<tr>
<td>Hydrated Lime, Mineral Filler and/or Baghouse Fines</td>
<td>20 lbs</td>
</tr>
<tr>
<td>Asphalt Binder</td>
<td>10 gal.</td>
</tr>
</tbody>
</table>

401.4.1 Mixture Design. Laboratories that participate and achieve a score of 3 or greater in the AASHTO proficiency sample program for T 11, T 27, T 84, T 85, T 166, T 209, T 308 and T 245 or T 312 will have the mixture verification process waived. The mix design shall be submitted to Construction and Materials for approval at least seven days prior to mixture production.

401.4.2 Required Information. The mix design shall include raw data from the design process and shall contain the following information:

(a) All possible sources intended for use, and grade and specific gravity of asphalt binder.

(b) Source, type (formation, etc.), ledge number(s) if applicable, gradation, and percent chert of each aggregate fraction.

(c) Plasticity index of each aggregate fraction which has 10 percent or more passing the No. 30 sieve.

(d) Bulk and apparent specific gravities and absorption of each aggregate fraction in accordance with AASHTO T 85 for coarse aggregate and AASHTO T 84 for fine aggregate, including all raw data, or in accordance with TM 81.

(e) Specific gravity of hydrated lime, mineral filler or baghouse fines, if used, in accordance with AASHTO T 100.

(f) Percentage of each aggregate component.

(g) Combined gradation of the job mix.

(h) Percent of asphalt binder, by weight, based on the total mixture.

(i) Bulk specific gravity ($G_{mb}$) by AASHTO T 166, Method A of a laboratory compacted mixture.

(j) Percent air voids ($V_a$) of the laboratory compacted specimen.

(k) Voids in the mineral aggregate (VMA) and voids in the mineral aggregate filled with asphalt binder (VFA).

(l) Theoretical maximum specific gravity ($G_{mm}$) as determined by AASHTO T 209 in accordance with Sec 403.19.3 after the sample has been short-term aged in accordance with AASHTO R 30.

(m) Mixing temperature and molding temperature.
(n) Bulk specific gravity ($G_{mb}$) of the combined aggregate.

(o) Percent deleterious content of the combine aggregate.

(p) Baghouse fines added for design. Provide the combine gradation with and without the baghouse percentage.

**401.4.3 Mixture Approval.** No mixture will be accepted for use until the job mix formula for the project is approved by Construction and Materials. The job mix formula approved for each mixture shall be in effect until modified in writing by the engineer. When unsatisfactory results or other conditions occur, or should a source of material be changed, a new job mix formula may be required. In lieu of a new laboratory design, mixtures requiring adjustment beyond the limits allowed in Sec 401.8.2 may be designed in the field based on characteristics of plant-produced mixture in accordance with Sec 401 and verified by Construction and Materials, which may require new aggregate characteristics.

**401.4.4 Mixture Characteristics.**

**401.4.4.1** Base, BP-1, BP-2 and BP-3 mixtures shall have the following properties, when tested in accordance with AASHTO T 245 or AASHTO T 312. The number of blows with the compaction hammer shall be 35 or the number of gyrations shall be 35 with the gyratory compactor. BP-1 and BP-2 mixtures shall have between 60 and 80 percent of the VMA filled with asphalt binder and dust to effective binder ratio of 0.8 to 1.6. BP-3 mixtures shall be compacted with the gyratory compactor to 35 gyrations and shall have a minimum 75 percent of the VMA filled with asphalt binder and dust to effective binder ratio of 0.9 to 2.0.

<table>
<thead>
<tr>
<th>Mix Type</th>
<th>Percent Air Voids</th>
<th>AASHTO T 245 Stability</th>
<th>Voids in Mineral Aggregate (VMA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BB</td>
<td>3.5</td>
<td>750</td>
<td>13.0 a</td>
</tr>
<tr>
<td>BP-1</td>
<td>3.5</td>
<td>750</td>
<td>13.5</td>
</tr>
<tr>
<td>BP-2</td>
<td>3.5</td>
<td>750</td>
<td>14.0</td>
</tr>
<tr>
<td>BP-3</td>
<td>3.5</td>
<td>750</td>
<td>15.0</td>
</tr>
</tbody>
</table>

aBituminous base mixtures that would require 12.0 percent VMA following Asphalt Institute MS-2 will have a minimum 12.0 percent requirement.

bIf the effective virgin binder replacement from any combination of RAP and RAS is greater than 40 percent; then the minimum VMA required shall be increased by 0.5.

**401.4.4.2** When specified in the contract as BP-3NC, BP-3 mixtures containing limestone aggregate shall contain a minimum amount of non-carbonate aggregate as shown in the table below, or the aggregate blend shall have an acid-insoluble residue (A.I.R.), MoDOT Test Method TM 76, meeting the criteria of crushed non-carbonate material. The A.I.R. shall be determined on the minus No. 4 sieve. Non-carbonate aggregate shall have an A.I.R. of at least 85 percent insoluble residue.

<table>
<thead>
<tr>
<th>Aggregate</th>
<th>Minimum Non-Carbonate by Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limestone</td>
<td>20% Minus No. 4</td>
</tr>
<tr>
<td>Dolomite</td>
<td>No Requirement</td>
</tr>
</tbody>
</table>

**401.4.5 Moisture Susceptibility.** When required moisture susceptibility shall be tested in accordance with AASHTO T 283. The mixture shall have a tensile strength ratio (TSR) of 70 percent or greater when compacted to 3.7 inches with $7 \pm 0.5$ percent air voids. An approved anti-strip additive may be added to increase retained strength to a passing level. When testing is required by Sec 401.2.1 or Sec 401.9, the mixture shall be tested during production in accordance with Sec 403.19.

**401.4.6 Time Limit.** A mix design may be transferred to other projects for a period of three years from the original approval date provided satisfactory results are obtained during production and placement.

**401.5 Gradation and Deleterious Content Control.** The engineer shall be notified as soon as possible, but no
later than 24 hours if a change is made to the cold feed settings, hot bin settings or the binder content. The contractor shall determine the mixture gradation at the frequency stated in Sec 401.8.1. The mixture gradation may be determined directly by using residual aggregate from the binder ignition process or by mathematical combination of the cold feed and recycled materials gradations. When the mathematical combination method is used, the RAS gradation shall be from the JMF and RAP gradation from the ignition or extraction residual aggregate. Mixtures as produced shall be subject to the following tolerances and controls:

(a) The maximum variations from the approved job-mix formula shall be within the tolerances as shown in the table below:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing by Weight</th>
<th>Tolerance</th>
<th>Action Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 8</td>
<td>± 5.0</td>
<td>± 10.0</td>
<td></td>
</tr>
<tr>
<td>No. 200</td>
<td>± 2.0</td>
<td>± 4.0</td>
<td></td>
</tr>
</tbody>
</table>

Use No. 16 sieve for BP-3

(b) The deleterious content of the material retained on the No. 4 sieve shall not exceed the limits specified in Sec 1004.2.

(c) The quantity of asphalt binder introduced into the mixer shall be the quantity specified in the job-mix formula. No changes shall be made to the quantity of asphalt binder without written approval from the engineer. The quantity of asphalt binder determined by tests on the final mixture shall not vary by more than -0.3 to +0.5 percent from the job-mix formula.

401.5.1 Sample Location. The gradations of the total aggregate will be determined from samples taken from the hot bins on batch-type plants or continuous mixing plants or from the composite cold feed belt on drum mix plants. The deleterious content of the total aggregate shall be determined from samples taken from the composite cold feed belt. When required, samples for plasticity index shall be taken from the stockpile. The RAP shall be sampled from the RAP feeding system on the asphalt plant. Samples for asphalt content determination may be taken at the plant.

401.5.2 Substitutions. At the option of the contractor and at no cost to the Commission, the contractor may use a Sec 401 mixture with a smaller nominal maximum size aggregate or an approved Sec 403 mixture, design level C, E, or F with the same or smaller nominal maximum size aggregate in lieu of any Sec 401 mixture. When a Sec 403 mixture is substituted, the layer thickness requirements of Sec 403 will apply. The gradation, asphalt content, deleterious, and density acceptance of the substituted mixture during production will be in accordance with Sec 401.

401.5.3 Commercial Mixture. If specified in the contract that an approved commercial mixture may be used, the contractor shall, at least seven days prior to the desired time of use, furnish a statement setting out the source and characteristics of the mixture proposed to be furnished. The statement shall include:

(a) The types and sources of aggregate, percentage range of each, and range of combined gradation.

(b) The percent and grade of asphalt binder.

(c) The mixing time and range of mixture temperature.

The plant shall be designed and operated to produce a uniform, thoroughly mixed material free from segregation. It will not be necessary for the plant to meet the requirements of Sec 404. A field laboratory will not be required. If the proposed mixture and plant are approved by the engineer, the component material and the mixture delivered will be accepted or rejected by visual inspection. The supplier shall furnish with the first truckload of each day's production, a certification that the material and mixture delivered are in conformance with the approved mixture. Upon completion of the work, a plant certification shall be furnished by the supplier for the total quantity delivered. The mixture shall be transported, placed and compacted in accordance with Sec 401.7. Without specific contract designation, an approved commercial mixture may be used in lieu of plant mix bituminous pavement or base course mixtures for work that is considered temporary construction and is to be maintained at the contractor's expense. Temporary construction will be defined as work that is to be removed prior to completion of the contract.
401.5.4 Moisture Content. The bituminous mixture, when sampled and tested in accordance with AASHTO T 329, shall contain no more than 0.5 percent moisture by weight of the mixture.

401.5.5 Contamination. The bituminous mixture shall not be contaminated with deleterious agents such as unburned fuel, objectionable fuel residue or any other material not inherent in the job mix formula.

401.6 Field Laboratory. The contractor shall provide a Type 3 field laboratory in accordance with Sec 601. The contractor may use the equipment provided in the Type 3 laboratory as long as adequate space is provided for the engineer’s work.

401.7 Construction Requirements.

401.7.1 Weather Limitations. Bituminous mixtures shall not be placed on any wet surface or frozen pavement. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20.

401.7.2 Bituminous Mixing Plants. Bituminous mixing plants and preparation of material and mixtures shall be in accordance with Sec 404.

401.7.3 Subgrade or Surface Preparation. The subgrade upon which the bituminous mixture is to be placed shall be prepared in accordance with Sec 209 and primed as specified in the contract in accordance with Sec 408, as applicable. All material requirements of a tacked surface shall be in accordance with Sec 407.

401.7.3.1 Base Widening. For base widening work, the bottom of the trench shall be compacted until further consolidation is not visually evident, by use of a trench roller having a weight of no less than 300 psi of width of rear roller, or by mechanical tampers or other methods approved by the engineer. Suitable excavated material may be used in shouldering operations. On the outside of curves, the design depth of trench at the beginning of the superelevation transition shall be varied gradually to the minimum depth at the end of the superelevation transition. Slight transitioning of the width of the base widening will be necessary to permit the indicated angle of repose or shear angle outside of the ultimate edge of surface. The bottom of the trench shall in no case be less than 3 inches below the surface of the existing pavement. All surplus excavated material shall be disposed of by the contractor in areas to be secured by the contractor beyond the right of way limits. An acceptable written agreement with the property owner on whose property the material is placed shall be submitted to the engineer.

401.7.3.2 Application of Prime or Tack. Application of prime or tack shall be in accordance with Sec 403.12.

401.7.4 Hauling Equipment. Trucks used for hauling bituminous mixtures shall be in accordance with Sec 404.

401.7.5 Spreading. The base course, tacked or primed surface, or preceding course or layer shall be cleaned of all dirt, packed soil or any other foreign matter prior to spreading the bituminous mixture. The mixture shall be spread in the number of layers and in the quantity required to obtain the compacted thickness and cross section shown on the plans. When placing multiple layers with varying thicknesses, the thicker layer shall be placed first.

401.7.5.1 Irregularities. The mixture shall be spread without tearing the surface and struck off such that the surface is smooth and true to cross section, free from all irregularities, and of uniform density throughout. Care shall be used in handling the mixture to avoid segregation. Areas of segregated mixture shall be removed and replaced with a suitable mixture at the contractor’s expense. The outside edge alignment shall be uniform. Irregularities shall be corrected by adding or removing mixture before compacting. In situations where there is a dispute in the existence of segregation, the area in question will be tested in accordance with MoDOT Test Method TM 75. Mixture production shall immediately cease if either criteria of MoDOT Test Method TM 75 fail. Segregated mixtures shall be removed and replaced to the limits determined by the engineer.

401.7.5.2 Leveling Course. If required by the contract, a leveling course consisting of a layer of variable thickness shall be spread to the desired grade and cross section to eliminate irregularities in the existing surface. Spot-leveling operations over small areas, with feather-edging at high points and ends of spot areas, may be required prior to placing the leveling course. Rigid control of the placement thickness of the leveling course will be required. The mixture shall be practically free from segregation.

401.7.5.3 Base Widening. The specified total thickness of base widening shall be completed to the adjacent
traveled way elevation as shown on the plans. Additional thickness of base widening may be placed as required prior to coldmilling, at the contractor's expense, and shall subsequently be coldmilled to the same elevation as the traveled way, if conducive to expedite operations. On base-widening work, a succeeding layer of bituminous mixture may be placed the same day as the previous layer, if it can be shown that the desired results are being obtained. On small areas, and on areas that are inaccessible to mechanical spreading and finishing equipment, the mixture may be spread and finished by hand methods if permitted by the engineer. At least one lane of the existing pavement and the adjacent shoulder shall be kept open to traffic at all times during construction, except for short intervals when the movement of the contractor's equipment will seriously hinder the flow of traffic. Intervals during which the contractor will be allowed to halt traffic shall be as designated by the engineer. The contractor shall not open more trenches ahead of the first layer of the base widening than is necessary for placing that layer in one half a day's operations. The first layer of the base widening shall not be placed for a greater distance ahead of the second layer than is necessary for placing the second layer in one half a day's operations. The second layer shall not be placed for a greater distance ahead of the final layer than is necessary for placing the final layer in one day's operation. Any changes in these lengths shall be made only with written permission from the engineer.

401.7.5.4 Edge Differential. For roadways constructed under traffic, no pavement edge differential shall be left in place for more than seven days, unless approved by the engineer.

401.7.6 Joints. The minimum density of all traveled way pavement within 8 inches of a longitudinal joint, shall be no less than 2.0 percent below the specified density. The cores taken to evaluate this area shall be centered 6 inches from the longitudinal joint. If no deficient cores are found in the first 25 percent of production, the established rolling procedure may be used, at the direction of the engineer, in lieu of density tests provided no changes in the material, typical location or temperatures are made. Pay adjustments due to longitudinal joint density shall apply to the full width of the lane paved. Adjustments due to joint density shall apply to the day’s production from which the cores are obtained. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the layer. When a transverse vertical edge is to be left in place and opened to traffic, a temporary depth transition shall be constructed as approved by the engineer. The longitudinal joints in one layer shall offset those in the layer immediately below by approximately 6 inches. The joints in the final surface layer shall be at the lane lines of the traveled way, except that the placement width shall be adjusted such that pavement marking shall not fall on a longitudinal joint. Each side of the joint shall be flush and along true lines.

401.7.7 Surfaced Approaches. At locations designated in the contract or as specified by the engineer, approaches shall be primed in accordance with Sec 408 and surfaced with a plant mix bituminous mixture. The bituminous surface shall be placed as shown on the plans or as directed by the engineer. Approaches shall not be surfaced before the surface course adjacent to the entrance is completed. No direct payment will be made for any work required to condition and prepare the subgrade on the approaches.

401.7.8 Compaction. The compacted mixture shall have a minimum density of 92 percent of the theoretical maximum specific gravity. Density will be determined by the direct transmission nuclear method in accordance with MoDOT Test Method TM 41 or by a specific gravity method. When the contractor elects to place a lift of mixture greater than six times the nominal maximum aggregate size, cores shall be cut in half and the density of each half determined separately. In lieu of density requirements, mixtures used for wedging, transitions, existing shoulder overlays, new shoulders constructed on a sub-grade or base that does not specify density control, temporary bypasses to be maintained at the expense of the contractor, and areas where a commercial mixture is used shall be thoroughly compacted by at least three complete coverage's over the entire area with either a pneumatic tire roller weighing no less than 10 tons, a tandem-type steel wheel roller weighing no less than 10 tons or an approved vibratory roller. Rolling shall be performed at proper time intervals on each layer and shall be continued until there is no visible evidence of further consolidation.

401.8 Quality Control. The contractor shall maintain equipment and qualified personnel to perform QC field inspection, sampling and testing in accordance with applicable portions of Sec 403. A QC Plan will not be required. A proposed third party for dispute resolution shall be included with the mix design submittal.

401.8.1 Mixture Testing. The contractor shall randomly test the mixture within the following frequencies. The gradation and the asphalt content shall be determined at least once every 1,000 tons of production or a minimum of once per day. Deleterious content shall be determined once per 5,000 tons unless quality concerns dictate more frequent testing as directed by the engineer. Gradation and asphalt content of RAP shall be determined once every 10,000 tons of production. If RAP is used and AASHTO T 308 is used to determine the asphalt
content, the binder ignition oven shall be calibrated in accordance with MoDOT Test Method TM 77. At the engineer’s discretion, testing may be waived when production does not exceed 200 tons per day. The contractor shall certify the proper proportions of a previously proven mixture were used.

401.8.2 Failing Test. If a deleterious content, or asphalt content test result falls outside of the specification tolerances, a review or adjustment of the plant settings and production shall be made and another sample shall be immediately taken. If the second test fails outside of the specification tolerances, production shall be immediately ceased until the mixture can be brought back into specification. If a gradation test falls between the Tolerance and Action Limits, adjustments to plant shall be made and another gradation shall be taken immediately. Plant production for the following day shall not resume until the mixture is brought back into specification when the final gradation for the day is not within tolerance. If a gradation test falls outside the Action Limit, production shall cease until the mixture is brought back into specification.

401.8.3 Retained Samples. One half of the contractor’s sample for gradation, deleterious content, and asphalt content and all cores shall be retained for the engineer. The contractor shall retain the samples for 7 days after testing has been completed and the results accepted by the engineer.

401.8.4 Pavement Testing. During construction, the engineer will designate as many tests as necessary to ensure that the course is being constructed of proper thickness, composition and density. Density of the roadway shall be determined by one core obtained by the contractor at a random location selected by the engineer for every 500 tons of production. The cores from each day’s production will be averaged to determine acceptance. A joint density core shall be taken from the same transverse cross section as the mat core and alternate sides. The maximum theoretical density shown on the job mix formula shall be used for this determination. Minimum 4-inch diameter cores, shall be taken the full depth of the layer to be tested. Cores tested by AASHTO T 166 shall be in accordance with Sec 403.19.3.1.3. The contractor shall restore the surface from which samples have been taken immediately with the mixture under production or with a cold patch mixture acceptable to the engineer.

401.8.5 Density Adjustment. Payment for mixture placed at or below the required minimum density will be adjusted as follows:

<table>
<thead>
<tr>
<th>Field Density Percent of Maximum Theoretical Density</th>
<th>Percent of Contract Unit Price(^a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>91.5 or above</td>
<td>100%</td>
</tr>
<tr>
<td>91.0 to 91.4, inclusive</td>
<td>97%</td>
</tr>
<tr>
<td>90.5 to 90.9, inclusive</td>
<td>94%</td>
</tr>
<tr>
<td>90.0 to 90.4, inclusive</td>
<td>90%</td>
</tr>
<tr>
<td>89.5 to 89.9, inclusive</td>
<td>80%</td>
</tr>
<tr>
<td>Below 89.5</td>
<td>Remove and Replace</td>
</tr>
</tbody>
</table>

\(^a\)When adjustments are necessary, the lower percent of the contract unit price of either the pavement or joint density adjustment will apply.

401.9 Quality Assurance. Acceptance tests for gradation, deleterious content and asphalt content will be performed by the engineer at a minimum rate of one independent sample per 4 QC samples. A favorable comparison will be considered when a QA test is within the specification tolerances. An acceptance test for plasticity index will be performed at a minimum rate of one per project by the engineer on an independent sample taken during production. Initial testing will be performed the first week of production. When the plasticity index on an individual aggregate fraction is more than two percentage points above the value shown on the approved mix design, moisture susceptibility testing shall be required in accordance with Sec 401.4.5. At least once for every five days of production, a split of the contractor’s sample will be tested. If the results of the split sample are not within five percent on all sieves above the No. 200, two percent on the No. 200, within the specification ranges on the deleterious content, and within 0.5 percent on the asphalt content from the contractor’s results, another split sample will be taken jointly with the contractor and tested. If the second test results do not compare within the specification tolerances, production shall cease until the discrepancy is resolved. If the second test results compare within the above tolerances, production may continue. The engineer will retain one half of the plasticity index test and moisture susceptibility test for 7 days after testing is complete. Results of QA testing will be furnished to the contractor within 24 hours of obtaining the sample, with the exception of moisture susceptibility testing.

401.10 Surface Smoothness. The finish of the pavement surface shall be substantially free from waves or
irregularities and shall be true to the established crown and grade. The pavement shall be thoroughly tested for smoothness by profiling or straightedging in accordance with Sec 610.

401.11 Defective Mixture. Any mixture showing an excess of bituminous material or that becomes loose and broken, mixed with dirt, or is in any way defective, shall be removed and replaced with a satisfactory mixture, which shall be immediately compacted to conform to the surrounding area.

401.12 Pavement Marking. If the contractor's work has obliterated existing pavement marking on resurfacing projects open to through traffic, the pavement marking shall be replaced at the contractor’s expense in accordance with Sec 620.

401.13 Method of Measurement. Measurement will be in accordance with Sec 403.

401.14 Basis of Payment. The accepted quantities of plant mix bituminous pavement and base course will be paid for at the contract unit price for each of the pay items included in the contract. Payment for obtaining and delivering samples of compacted mixture from the base and replacement of the surface will be made per sample at the fixed contract unit price specified in Sec 109. No direct payment will be made for QC cores, excavating the trench for base widening, or for hauling and disposing of excess excavation material.
806.1 Description. This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing and placing permanent erosion control features; or a combination of both as shown on the plans or as directed by the engineer.

806.2 Schedule of Work. Prior to the preconstruction conference and the start of construction, the contractor shall submit schedules for the implementation of temporary pollution control and temporary and permanent erosion control work, as applicable, for construction operations. The contractor's schedule shall address specifically the pollution and erosion control measures planned at all streams or other bodies of water. No work shall start until the pollution and erosion control schedules and methods of operations have been approved by the engineer. Any delay of the work resulting from failure to submit acceptable pollution and erosion control schedules and methods of operations will be considered nonexcusable.

806.3 Material. All material shall be in accordance with Division 1000, Material Details, and specifically as herein.

806.4 Construction Requirements. The engineer will limit the surface area of erodible earth material exposed by clearing and grubbing or by excavation, borrow and fill operations in accordance with the following. The engineer may direct the contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other bodies of water. Such work may involve the construction of temporary berms, dikes, dams, sediment basins and slope drains, and use of temporary mulches, seeding or other control devices or methods as necessary to control erosion and pollution.

806.4.1 If erosion and sediment control measures, as shown on the plans, are not suitable due to site conditions, a suitable system of Best Management Practices (BMP) as defined by the applicable Missouri State Operating Permit for land disturbance activities and the Stormwater Pollution Prevention Plan (SWPPP), shall be applied as approved by the engineer.

806.4.2 The contractor shall exercise effective management practices throughout the life of the project to control pollution. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary and permanent erosion and sediment control features specified in the contract to ensure economical, effective and continuous erosion and pollution control. These requirements will also apply to work within easements designated by the Commission.

806.4.3 The contractor shall incorporate all permanent erosion, sediment, and pollution control features into the project at the earliest practical time. Temporary measures shall be used to correct conditions that develop during construction which were not foreseen during the design stage, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to control erosion and sediment that develops during normal construction practices, but are not associated with permanent control features on the project.

806.4.4 Installation of temporary control measures shall be scheduled to coincide with clearing and grubbing operations, but before grading operations begin. The project land area disturbance shall not exceed one acre without installation of erosion and sediment controls. The total project land disturbance area shall not exceed 20 acres without written approval from the engineer.

806.4.5 The engineer may allow additional land disturbance acreage if appropriate BMP's including temporary seeding and mulching, have been applied to previously disturbed areas and the contractor has the resources to apply the BMP's to the expanded area.

806.4.6 Unless otherwise provided or approved in writing by the engineer, construction operations in streams or other bodies of water shall be restricted to those areas that must be entered for the construction of temporary or permanent structures. Streams or other bodies of water shall be promptly cleared of all falsework, piling, debris or other obstructions placed therein or caused by construction operations.

806.4.7 Fording of streams or other bodies of water with construction equipment will not be permitted, except as allowed by the engineer. Temporary bridges or other structures shall be used when frequent crossing of streams or other bodies of water is necessary. Unless otherwise approved in writing by the engineer, mechanized
equipment shall not be operated in streams or other bodies of water except as may be required to construct
channel changes and temporary or permanent structures. If a Corps of Engineer Section 404 or Department of
Natural Resources Section 401 permit is applicable for a project, the permit requirements and conditions will
prevail.

806.4.8 The contractor shall obtain all necessary permits for all project support activities located off the project
site. Project support activities include, but are not limited to, borrow areas, waste areas, plant sites, and staging
areas. All costs associated with the permits and pollution control shall be at the contractor’s expense, including
providing, installing, maintaining, and removal of all erosion and sediment control devices, and final
stabilization of disturbed areas.

806.4.9 In the event of conflict between these requirements and the pollution control laws, rules or regulations
of other federal, state or local agencies, the more restrictive laws, rules or regulations will apply.

806.4.10 The contractor is encouraged to incorporate mulch from the clearing and grubbing operation into the
BMP’s on the project. BMP’s may consist of compost filled socks, compost filter berms, soil protection cover or
any other method as approved by the engineer.

806.4.11 Unless otherwise specified, or directed by the engineer, all temporary erosion and sediment control
measures shall be removed by the contractor after permanent erosion and sediment control measures are
established and the project has achieved final stabilization as defined in the SWPPP. Biodegradable erosion and
sediment control materials may be allowed to be incorporated into the project in accordance with the SWPPP, as
approved by the engineer. Rock from ditch checks and other temporary sediment devices may be repositioned to
serve as ditch liner in accordance with the SWPPP, and as directed by the engineer.

806.4.12 Portland cement concrete residue and wash water and other operations that produce sediment laden
runoff shall be managed by an appropriate control measure.

806.4.12.1 Portland cement concrete residue and wash water shall be discharged into a plastic lined pit, plastic
lined straw bale enclosure, or other commercially available water tight enclosure suitable for containing
concrete residue and wash water as approved by the Engineer.

806.4.12.2 Water from aggregate washing and other operations that produce sediment laden water shall be
treated by filtration, settling basins, or other means sufficient to comply with the general water quality criteria
established by MDNR.

806.4.12.3 No direct payment will be made for the design, installation, maintenance or removal of controls
necessary to contain Portland cement concrete residue and wash water or other water from sediment producing
operations.

SECTION 806.10 TEMPORARY BERMS.

806.10.1 Description. This work shall consist of constructing and maintaining temporary berms at the top of
slopes or transverse to the centerline of fills as shown on the plans.

806.10.2 Material. Type B berms shall consist of graded material from within the project limits, rock, or other
suitable material approved by the engineer. Type C berms shall consist of rock with a predominant size between
4 inches and 12 inches.

806.10.3 Construction Requirements. Temporary berms shall be constructed and maintained to the
approximate dimensions shown on the plans.

806.10.3.1 Type B Berms. Type B berms shall be machine compacted with a minimum of three passes over the
entire width of the berm. Material removed from Type B berms shall be incorporated in the embankment when
possible. The contractor shall remove and dispose of any excess or unsuitable material to a location approved by
the engineer.

806.10.3.1 Type B berms shall drain to a compacted outlet at slope drain. On transverse berms, the top width of
the berms may be wider and the side slopes flatter to allow equipment to pass over these berms with minimal
disruption.
806.10.3.2 Type C Berms. Vegetative mulch, erosion control blanket or geotextile fabric shall be placed on the upslope of the Type C berm. The vegetative mulch shall be placed in such a manner that the final compacted thickness is 2 inches. The material for the vegetative mulch shall be in accordance with Sec 802. The straw layer erosion control blanket or geotextile fabric shall be removed and replaced as directed by the engineer.

806.10.4 Method of Measurement. Measurement of Type B and C berms will be made to the nearest linear foot.

806.10.5 Basis of Payment. The accepted quantities of Type B and C berms will be paid for at the contract unit price and will be considered full compensation for material, installation, maintenance, removal and any other hand work necessary to construct the berms. No payment will be made for the straw layer, erosion control blanket or geotextile fabric on the Type C berm. No payment will be made for any seeding and mulching needed after removal.

SECTION 806.20 TEMPORARY SLOPE DRAINS.

806.20.1 Description. This work shall consist of furnishing, constructing maintaining and removing temporary slope drains to carry water down slopes and to reduce erosion. The method selected shall be approved by the engineer prior to construction.

806.20.2 Construction Requirements. The contractor shall provide temporary, impermeable slope drains to carry water or water with suspended solids down fill slopes until permanent erosion control measures are established. The contractor shall provide temporary slope drains on fillslopes at approximately 500-foot intervals or as directed by the engineer. All temporary slope drains shall be adequately anchored to the slope to prevent disruption of flow. The inlet ends shall include a ditch check and be constructed to channel water into the temporary slope drain. Outlet ends shall have some means of dissipating the energy of the water to reduce erosion downstream and have the ability to capture sediment. After removal, the contractor shall restore the site of the slope drains to the satisfaction of the engineer.

806.20.3 Method of Measurement. Measurement of temporary slope drains will be made to the nearest linear foot.

806.20.4 Basis of Payment. The accepted quantities of temporary slope drains will be paid for at the contract unit price. Payment shall include furnishing, constructing, maintaining and removing temporary slope drains, and restoration of the slope drain sites. No payment will be made for any seeding and mulching needed after removal.

SECTION 806.30 TEMPORARY DITCH AND INLET CHECKS.

806.30.1 Description. This work shall consist of furnishing, constructing, maintaining, removing and disposing of temporary ditch and inlet checks.

806.30.2 Construction Requirements.

806.30.2.1 Rock Ditch Checks. Rock ditch checks shall be constructed in accordance with the plans, or as directed by the engineer, and shall have a minimum effective height of 18 inches. The predominant size of the rock used shall range between 4 inches and 12 inches.

806.30.2.2 Alternate Ditch Checks. Alternate ditch checks shall be constructed in accordance with the manufacturer's specifications, and as shown on the plans, or as directed by the engineer. Alternate ditch checks shall have a minimum effective height of 9 inches, shall follow guidance provided in the SWPPP, and shall perform to the level that meets or exceeds the requirement of the current Missouri Operating Permit.

806.30.2.2.1 Unless otherwise disallowed, the contractor has the option to construct rock ditch checks in lieu of alternate ditch checks. Rock ditch checks constructed in lieu of alternate checks shall have a minimum effective height of 18 inches. Spacing shall be increased, as determined by the engineer, to account for the additional height of rock ditch check. The toe-to-top capacity requirements shown on the plans will be used to determine the spacing.
806.30.2.3 Inlet Checks. Inlet checks shall be installed in accordance with the plans or as directed by the engineer to prevent sediment from entering drop inlets, manholes, and other openings to culverts and closed drainage systems.

806.30.2.3.1 Inlet checks shall be constructed in accordance with Sec 806.30.2.1, rock ditch checks, and shall completely surround the inlet or other structure, as indicated on the plans. Other allowable methods of protecting inlets will be listed in the SWPPP.

806.30.2.4 Curb Inlet Checks. Curb inlet checks shall consist of socks filled with rock, or other fillers of sufficient weight to keep the device in place. Curb inlet checks shall be installed in the gutter or as shown on the plans. Other proprietary devices may be used, as approved by the engineer.

806.30.3 Maintenance. The contractor shall monitor the condition of all temporary checks and repair or replace checks that are not functional. The contractor shall remove sediment in accordance with Sec 806.110. Alternate ditch checks shall be maintained in accordance with this provision and the manufacturer's specifications or as directed by the engineer.

806.30.4 Removal. All types of temporary checks shall remain in service until removal has been approved by the engineer. Removal shall be in accordance with Sec 806.4.11 and as stated herein. The contractor shall remove any sediment from the check, remove the check, and restore the area to match existing ground condition. When necessary, seeding and mulching shall be in accordance with Secs 802 and 805 respectively, and shall be considered incidental.

806.30.5 Method of Measurement.

806.30.5.1 Measurement of rock ditch checks will be made to the nearest linear foot as measured along the top of the check. Rock ditch checks constructed in lieu of alternate checks will be included in this measurement for payment. Inlet checks, except for curb inlet checks, will be included in this measurement for payment.

806.30.5.2 Measurement of alternate ditch checks will be made to the nearest linear foot as measured along the top of the check.

806.30.5.3 No measurement will be made for any portion of a check that exceeds the length necessary to adequately span the ditch as shown on the plans or as directed by the engineer.

806.30.5.4 Measurement of curb inlet checks will be made per each check.

806.30.6 Basis of Payment.

806.30.6.1 The accepted quantities of rock ditch checks, alternate ditch checks, inlet checks, and curb inlet checks will be paid for at the contract unit price for each pay item included in the contract. If the engineer determines unusual conditions warrant complete replacement of a check, payment will be made for the replacement check at the contract unit price.

806.30.6.2 Payment for sediment removal shall be in accordance with Sec 806.110.

SECTION 806.40 SEDIMENT BASINS.

806.40.1 Description. This work shall consist of constructing and maintaining temporary or permanent sediment basins as shown on the plans or as directed by the engineer. This work shall include clearing and excavation to construct the basin, disposal of excavated material, and providing and installing rock or other stabilizing material as approved by the engineer. For temporary basins, removal, backfilling, and site restoration is also included in the work.

806.40.2 Construction Requirements. The sediment basin shall be an excavated or dammed storage area with defined side slopes. Inlet and outlet areas shall be lined with rock of sufficient size to withstand the water flow. In lieu of rock, other allowable liners may be used as described in the SWPPP. Outlets may be constructed with a riser pipe, surface skimmers, or stabilized spillway, or a combination of one or more of these features.

806.40.2.1 The inlet of a sediment basin shall be constructed with a wide cross-section and a minimum grade to
prevent turbulence and to allow deposition of soil particles.

806.40.2.2 Sediment shall be removed and disposed in accordance with Sec 806.110, and before the depth reaches approximately one-half the original depth of the sediment basin in any part of the pool.

806.40.2.3 Temporary sediment basins shall remain in service until removal has been approved by the engineer. Removal shall be in accordance with Sec 806.4.11 and as stated herein. The contractor shall remove any sediment from the basin, backfill, compact all excavations, restore the area to match existing ground conditions, and seeding and mulching in accordance with Secs 802 and 805 respectively.

806.40.3 Method of Measurement.

806.40.3.1 Measurement of excavation to construct sediment basin will be made to the nearest tenth of a cubic yard.

806.40.3.2 Measurement of rock placed to construct sediment basins will be made to the nearest tenth of a cubic yard.

806.40.4 Basis of Payment.

806.40.4.1 The accepted quantities for excavation to construct sediment basins will be paid for at the contract unit price. Payment includes clearing, excavation, removal, backfilling and final grading.

806.40.4.2 The accepted quantity for rock used to construct sediment basins will be paid for at the contract unit price. Payment shall include furnishing, placing, and removal of rock.

806.40.4.3 No direct payment will be made for seeding and mulching necessary to restore the area after removal.

806.40.4.4 Payment for sediment removal shall be in accordance with Sec 806.110.

SECTION 806.50 TEMPORARY SEEDING AND MULCHING.

806.50.1 Description. This work shall consist of furnishing and applying fertilizer, seed, vegetative mulch or other acceptable cover, in disturbed areas authorized by the engineer. Temporary seeding and mulching is utilized to establish a quick ground cover that reduces erosion in disturbed areas where staging requires the area to be disturbed again at a later date, and for areas that are complete but current seasonal conditions are not favorable for applying permanent seeding. Finish grading will not be required except for areas that will not receive further grading prior to permanent seeding. Hydraulic seeding and fertilizing in accordance with Sec 805 will be permitted.

806.50.2 Construction Requirements. Seeding and mulching shall be a continuous operation on all cut and fillslopes, excess material sites and borrow pits during the construction process. All disturbed areas shall be seeded and mulched as necessary to control erosion. When a project is shown in the contract to be constructed in stages and operations in those staged areas are suspended for a significant amount of time, the contractor shall receive payment for temporary seed and mulch. When the engineer allows the contractor to disturb additional ground beyond the restrictions in Sec 806.4.4 solely to enhance the contractor’s operation, the contractor shall not receive compensation for temporary seed or mulch, as required by the engineer, for ground cover for areas exceeding the restrictions in Sec 806.4.4.

806.50.2.1 The contractor shall provide permanent seeding and mulching as shown on the plans following temporary seeding. Any preparation of the seed bed that might be necessary prior to permanent seeding shall be considered incidental to temporary seeding.

806.50.2.2 Temporary seeding mixtures of cereal grains shall be applied at a minimum rate of 100 pounds per acre. All erodible seeded areas shall provide a minimum of 20 plants of the species planted per square foot on at least two random counts per acre in representative areas of the field. For areas with a large percentage of rock, the number of living plants shall be proportional to the percentage of erodible surface, as determined by the engineer. The counts will be conducted 60 days after the species is planted.
Mulch placed over temporary seed mixtures shall be applied in accordance with Sec 802.

Fertilizer shall be applied at a rate of 40 pounds nitrogen (N) per acre.

Lime will not be required for temporary seeding.

Method of Measurement. Measurement of temporary seeding areas will be made to the nearest tenth of an acre. No measurement will be made for mulch.

Fertilizer shall be applied at a rate of 40 pounds nitrogen (N) per acre.

Lime will not be required for temporary seeding.

Method of Measurement. Measurement of temporary seeding areas will be made to the nearest tenth of an acre. No measurement will be made for mulch.

Basis of Payment. The accepted quantities of temporary seeding will be paid for at the contract unit price per acre. Payment for fertilizer and mulch shall be included in the cost of temporary seeding.

SECTION 806.60 SEDIMENT TRAP.

Description. This work shall consist of constructing, maintaining and removing sediment traps as shown on the plans or as directed by the engineer.

Construction Requirements.

Sediment traps shall be constructed as shown on the plans or as directed by the engineer. Traps may require excavation, or placement of rock of sufficient size to impound water, or a combination of excavation and placement of rock.

Sediment traps shall be installed with clearing and grubbing operations or as directed by the engineer. The contractor shall monitor sediment levels and remove sediment in accordance with Sec 806.110.

Sediment traps shall remain in service until removal has been approved by the engineer. Removal shall be in accordance with Sec 806.4.11 and as stated herein. The contractor shall remove any sediment from the trap, backfill, compact all excavations, restore the area to match existing ground condition, and seeding and mulching in accordance with Secs 802 and 805 respectively.

Method of Measurement.

Measurement of excavation to construct sediment traps will be made to the nearest tenth of a cubic yard.

Measurement of rock placed to construct sediment traps will be made to the nearest tenth of a cubic yard.

Basis of Payment.

The accepted quantity for excavation to construct sediment traps will be paid for at the contract unit price. Payment includes clearing, excavation, removal, backfilling, and final grading.

The accepted quantity for rock used to construct sediment traps will be paid for at the contract unit price. Payment shall include furnishing, placing, and removal of rock.

No direct payment will be made for seeding and mulching necessary to restore the area after removal.

Payment for sediment removal will be in accordance with Sec 806.110.

SECTION 806.70 SILT FENCE.

Description. This work shall consist of furnishing, installing, maintaining, and removing of a silt fence to control sediment along slopes and other designated areas. The quantity of silt fence shown on the plans may be increased or decreased, as directed by the engineer. The engineer may also modify the location as necessary to improve the effectiveness of the silt fence. Variations in quantity and location will not be considered as a change in work.
806.70.2 Material. When geotextile fabric is used, material shall be in accordance with Sec 1011. All other material shall be as specified in the SWPPP.

806.70.2.1 Posts. Wood, steel or synthetic posts may be used. Posts shall be of sufficient length, but no less than 4 feet, to ensure adequate embedment while fully supporting the fence and shall have sufficient strength to resist damage during installation and to support applied loads while in service.

806.70.2.2 Prefabricated Fence. Prefabricated fence systems may be used if the systems meet all of the above material requirements.

806.70.3 Construction and Maintenance Requirements.

806.70.3.1 Fabric Fence. The contractor shall install silt fence as shown on the plans and at other locations directed by the engineer. Fence construction shall be adequate to handle the stress from hydraulic and sediment loading. Fabric at the bottom of the fence shall be buried a minimum of 6 inches to prevent flow under the barrier. The trench shall be backfilled, and the soil compacted over the fabric. Fabric splices with a minimum 2-foot overlay shall be located only at a support post. Any installation method acceptable to the engineer will be allowed as long as the effectiveness and intent of the silt fence is achieved.

806.70.3.1.1 Post spacing shall not exceed 5 feet. Posts shall be driven a sufficient depth into the ground or placed on closer spacing as necessary to ensure adequate resistance to applied loads.

806.70.3.1.2 The silt fence shall be fastened securely to the upslope side of the post. When wire support fence is used, the wire shall extend into the trench a minimum of 2 inches.

806.70.3.2 Alternate Fence Types. Alternate silt fence types shall be in accordance with the SWPPP or as approved by the engineer.

806.70.3.3 Maintenance. The contractor shall monitor the condition of all fences and repair or replace fences that are not functional as long as the fences are necessary to contain sediment runoff. Any deficiencies shall be corrected by the contractor in accordance with the SWPPP. In addition, the contractor shall review the effectiveness of silt fences in areas where construction activities have changed the natural contour and drainage runoff. Where deficiencies exist, additional silt fences shall be installed as approved or directed by the engineer.

806.70.3.4 Sediment. The contractor shall remove and dispose of sediment in accordance with Sec 806.110. Segments of silt fence that receive heavy sediment loading may require a secondary silt fence or installation of other controls to adequately contain sediment.

806.70.3.5 Removal. Silt fence shall be removed in accordance with Sec 806.4.11 and as specified herein. The contractor shall remove and dispose of any excess silt accumulation along the fence, shall restore the area to match existing ground condition, and seeding and mulching in accordance with Secs 802 and 805 respectively.

806.70.4 Method of Measurement. Silt fence will be measured to the nearest linear foot from end to end of each separate installation.

806.70.5 Basis of Payment.

806.70.5.1 The accepted quantities of silt fence will be paid for at the contract unit price.

806.70.5.2 No direct payment will be made for seeding and mulching necessary to restore the area after removal.

806.70.5.3 Payment for sediment removal will be in accordance with Sec 806.110.

SECTION 806.80 TEMPORARY PIPE.

806.80.1 Description. This work shall consist of installing and removing temporary pipe utilized to carry water under temporary roadways, silt fences, berms or other locations determined by the engineer and to prevent the contractor's equipment from coming in direct contact with water when crossing an active stream, intermittent streams created during heavy rainfalls or other bodies of water.
806.80.2 Material. Any pipe approved by the engineer may be used.

806.80.3 Construction Requirements. Installation of temporary pipe shall be in accordance with the specifications for permanent pipe and shall prevent water from causing erosion around the pipe. All backfill material for pipes shall be placed in 6-inch lifts and mechanically compacted. Compaction tests will not be required. Temporary pipe placed in intermittent or active streams shall be backfilled with clean rock of sufficient size to withstand normal stream flows.

806.80.4 Method of Measurement. Measurement of temporary pipe will be made to the nearest linear foot for those pipes specified on the plans.

806.80.5 Basis of Payment. The accepted quantities of temporary pipe will be paid for at the contract unit price for temporary pipes specified on the plans. No payment will be made for temporary pipes that the contractor chooses to install to facilitate construction. Unless provided as a pay item in the contract documents, no direct payment will be made for the placement and removal of the backfill material or rock.

SECTION 806.90 EROSION CONTROL BLANKETS AND TURF REINFORCEMENT MATS.

806.90.1 Description. This work shall consist of furnishing and placing erosion control blankets (ECBs) and turf reinforcement mats (TRMs) on slopes or ditches for short-term or long-term protection of seeded areas at locations shown on the plans or as directed by the engineer.

806.90.2 Material. ECBs and TRMs shall be used as designated in the contract or as approved by the engineer. The contractor shall provide ECBs and TRMs of the type specified in the contract and shall provide a manufacturer's certification stating that they are in accordance with Sec 1011.

806.90.3 Construction Requirements. ECBs and TRMs shall be installed and maintained according to the manufacturer's recommendations.

806.90.4 Method of Measurement. Measurement of ECBs and TRMs will be made to the nearest square yard of surface area covered.

806.90.5 Basis of Payment. The accepted quantity of ECBs and TRMs will be paid for at the contract unit price for each of the pay items included in the contract. If ECBs and TRMs are used in lieu of other erosion control measures, payment will be made at the contract unit price for the pay items in the contract for the respective items that the blanket replaces.

SECTION 806.100 TEMPORARY STREAM CROSSING.

806.100.1 Description. This work shall consist of constructing a temporary stream crossing to facilitate the movement of equipment across a stream.

806.100.2 Construction Requirements. The contractor shall be responsible for the design, installation, maintenance and removal of the temporary stream crossing and any structures installed for the construction of the temporary stream crossing. Appropriate measures shall be taken to maintain near normal downstream flows and to minimize flooding upstream. The temporary stream crossing shall be constructed to permit the free movement of the stream’s aquatic life. Fill material shall be clean rock of sufficient size to withstand expected high flows. Only graded rock and/or quarry-run rock shall be used. The rock must be reasonably well graded, with no particle dimension greater than approximately 12 inches, and no particle dimension less than approximately 9 inches. Gravel and dirt should not exceed 15% of the total fill volume.

806.100.2.1 Prior to construction of the temporary stream crossing, all information shall be submitted to the engineer to ensure that it meets the terms and conditions of the Corps of Engineer permit. The contractor shall not begin construction on any temporary stream crossing without written permission from the engineer.

806.100.2.2 All approaches to the temporary stream crossing shall be maintained such that all storm water runoff is diverted to retention devices.

806.100.2.3 When the temporary stream crossing is no longer needed, the crossing shall be removed as soon as
possible and the area shall be restored to pre-project conditions or to the satisfaction of the engineer.

806.100.3 Basis of Payment. No direct payment will be made for the design, installation, maintenance or removal of temporary stream crossings. The contractor shall be responsible for all costs, including damage and penalties.

SECTION 806.110 SEDIMENT REMOVAL.

806.110.1 Description. This work shall consist of removing and disposing of sediment from sediment control devices, such as ditch and inlet checks, sediment basins, sediment traps, silt fence, and other devices that accumulate sediment.

806.110.2 Construction Requirements. The contractor shall monitor sediment levels in all sediment control devices and remove sediment prior to the level reaching approximately one-half the design heights for checks and fences, and one-half the storage capacities for basins and traps. The engineer may require sediment removal from devices prior to levels reaching the specified limits.

806.110.2.1 The contractor shall dispose of the sediment in a location that does not allow the sediment to erode back into the sediment devices or to pollute streams or other bodies of water.

806.110.3 Method of Measurement. Measurement of sediment removal will be made to the nearest tenth of a cubic yard.

806.110.3.1 No measurement will be made for sediment removal that accumulates due to the contractor's failure to complete erosion control measures in accordance with the SWPPP or as directed by the engineer. The engineer shall determine the volume of sediment that will be excluded from payment due to a lack of required erosion control measures.

806.110.3.2 No measurement will be made for removing any remaining sediment during final removal of the sediment control devices.

806.110.4 Basis of Payment. The accepted quantity of sediment removal will be paid for at the contract unit price.
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,

Permit No: MOR100038
Owner: OA-Facilities Mgmt, Design, and Construc
Address: 301 West High Street, Hst Rm 370
Jefferson City, MO 65101

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 RS Mo 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 storm water 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;
   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](http://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](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](http://dnr.mo.gov/forms/780-2692-f.pdf), by contacting the appropriate permitting office or emailing edmr@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>Table A</th>
<th>Schedule for Quarterly Reporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity for the months of:</td>
<td>Report is due:</td>
</tr>
<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
permeter 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://hads.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 minimum such measures must be designed, installed, implemented and maintained to:

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
Form G – Application for Stormwater Permit Under the General Permit: Land Disturbance (http://dnr.mo.gov/forms/780-1408-f.pdf) no later than thirty (30) days prior to the permit’s expiration date. If a facility submits a timely and complete application in accordance with 10 CSR 20-6.010(5)(B), (5)(C), and (10)(E)1, as well as § 644.051.10, RSMo 2015, if the department is unable, through no fault of the permittee, to issue a renewal prior to expiration of the previous permit, the terms and conditions of the expired permit are administratively continued and will remain fully effective and enforceable until such time when a permit action is taken. Failure to submit a renewal application for a facility that is still in operation is a violation of the Missouri Clean Water Law. As part of the complete application and as required by the federal NPDES eReporting rule, participation in the department’s Electronic Discharge Monitoring Report Submission System (eDMR) will be required. Facilities already participating in eDMR need not re-apply upon renewal. More information can be found at: http://dnr.mo.gov/env/wpp/edmr.htm. Failure to apply for renewal of a permit may result in termination of this permit and enforcement action to compel compliance with this condition and the Missouri Clean Water Law. This permit may be applied for and issued electronically once made available by the director in accordance with Section 644.051.10, RSMo.

MODIFICATION, REVOCATION, 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
Missouri Department of Natural Resources
Fact Sheet
MO-R100038

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 CFR124.8, 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
☒ 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**

Facility Type: Industrial Stormwater  
Facility Description: 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).

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:

- [x] Missouri or Mississippi River [10 CSR 20-7.015(2)]
- [x] Lakes or Reservoirs [10 CSR 20-7.015(3)]
- [x] Losing Streams [10 CSR 20-7.015(4)]
- [x] Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- [x] Special Streams [10 CSR 20-7.015(6)]
- [ ] Subsurface Waters [10 CSR 20-7.015(7)]
- [x] 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(c) of the CWA and 40 CFR 122.44. The department has determined that technical mistakes were made in the previous permit [CWA 402(c)(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, RMSO 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 ($E_s$, 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_cgp_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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