

# PROJECT MANUAL

*Wastewater Spray Irrigation System*

*St. Francois State Park*

*Bonne Terre, Missouri*

Designed By: Cochran Engineering  
530A E. Independence Dr.  
Union, Missouri, 63084

Date Issued: May 20, 2024

Project No.: X2310-02

STATE *of* MISSOURI

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OFFICE *of* ADMINISTRATION  
Facilities Management, Design & Construction

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## SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

### PROJECT NUMBER:

(X2310-02 Wastewater Spray Irrigation System; St. Francois State Park; Bonne Terre, MO)

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:

### CIVIL ENGINEER OF RECORD

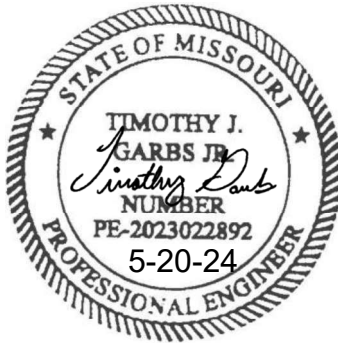
Cochran

Timothy J. Garbs Jr. P.E.

PE #: MO-2023022892

SHEETS: All Sheets

DIVISION: 03,07,26,31,32,33



**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>NUMBER OF PAGES</b>
<b>DIVISION 00 – PROCUREMENT AND CONTRACTING INFORMATION</b>		
<b>000000</b>	<b>INTRODUCTORY INFORMATION</b>	
000101	Project Manual Cover	1
000107	Professional Seals and Certifications	1
000110	Table of Contents	2
000115	List of Drawings	2
<b>001116</b>	<b>INVITATION FOR BID (IFB) plus Missouri Buys instructions</b>	<b>2</b>
<b>002113</b>	<b>INSTRUCTIONS TO BIDDERS (Includes MBE/WBE/SDVE Information)</b>	<b>8</b>
003144	MBE/WBE/SDVE Directory	1
<b>**The following documents may be found on MissouriBUYS at <a href="https://missouribuys.mo.gov/">https://missouribuys.mo.gov/</a>**</b>		
<b>004000</b>	<b>PROCUREMENT FORMS &amp; SUPPLEMENTS</b>	
004113	Bid Form	*
004336	Proposed Subcontractors Form	*
004337	MBE/WBE/SDVE Compliance Evaluation Form	*
004338	MBE/WBE/SDVE Eligibility Determination Form for Joint Ventures	*
004339	MBE/WBE/SDVE Good Faith Effort (GFE) Determination Forms	*
004340	SDVE Business Form	*
004541	Affidavit of Work Authorization	*
004545	Anti-Discrimination Against Israel Act Certification Form	*
<b>005000</b>	<b>CONTRACTING FORMS AND SUPPLEMENTS</b>	
005213	Construction Contract	3
005414	Affidavit for Affirmative Action	1
<b>006000</b>	<b>PROJECT FORMS</b>	
006113	Performance and Payment Bond	2
006325	Product Substitution Request	2
006519.16	Final Receipt of Payment and Release Form	1
006519.18	MBE/WBE/SDVE Progress Report	1
006519.21	Affidavit of Compliance with Prevailing Wage Law	1
<b>007000</b>	<b>CONDITIONS OF THE CONTRACT</b>	
007213	General Conditions	20
007300	Supplementary Conditions	1
007333	Supplementary General Conditions for Federally Funded/Assisted Construction Projects	21
007334	Terms and Conditions for Contractor Receipt if Federal ARPA SFRF Funds	9
007346	Wage Rate	4
<b>DIVISION 1 - GENERAL REQUIREMENTS</b>		
011000	Summary of Work	2
012100	Allowances	2
012600	Contract Modification Procedures	2
013100	Coordination	4
013115	Project Management Coordination	4
013200	Schedule – Bar Chart	4
013300	Submittals	5
013513.31	Site Security and Health Requirements (DNR)	4
015000	Construction Facilities and Temporary Controls	10
017400	Cleaning	3
017900	Demonstration and Training	6

<b>DIVISION 3 - CONCRETE</b>		
033000	Cast-In-Place Concrete	6
<b>DIVISION 7 – THERMAL &amp; MOISTURE PROTECTION</b>		
071113	Bituminous Damproofing	3
<b>DIVISION 26 - ELECTRICAL</b>		
260010	Supplemental Requirements for Electrical	6
262716	Electrical Cabinets and Enclosures	7
266210	Variable Frequency Drive	10
<b>DIVISION 31 - EARTHWORK</b>		
311000	Site Clearing	2
312000	Earthwork	8
<b>DIVISION 32 – EXTERIOR IMPROVEMENTS</b>		
321200	Aggregate Base Course	2
321216	Asphalt Paving	4
323100	Chain Link Fence and Gates	5
329200	Finish Grading and Seeding	4
<b>DIVISION 33 – UTILITIES</b>		
331000	Water Utilities	16
333000	Sanitary Sewerage Utilities	22
333100	HDPE Liner Specification	13
334000	Storm Drainage	3
<b>APPENDICES</b>		
Appendix A	DNR Land Disturbance Permit	32
Appendix B	Pump Data	4
Appendix C	Spray Nozzle Data	5
Appendix D	MoDNR Approval Letter	6



## **SECTION 000115 – LIST OF DRAWINGS**

### **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:

	<b><u>TITLE</u></b>	<b><u>SHEET #</u></b>	<b><u>DATE</u></b>	<b><u>CAD #</u></b>
1.	Cover Sheet	Sheet G-001	5-20-24	G-001
2.	General Notes	Sheet C-101	5-20-24	GN-101
3.	Demolition Plan/Topographic Survey	Sheet C-102	5-20-24	TS-102
4.	Lagoon Sludge Survey	Sheet C-103	5-20-24	TS-103
5.	Overall Site Plan	Sheet C-104	5-20-24	SP-104
6.	Site Plan Section 1	Sheet C-105	5-20-24	SP-105
7.	Site Plan Section 2	Sheet C-106	5-20-24	SP-106
8.	Overall Electric Plan	Sheet C-107	5-20-24	UPO-107
9.	Erosion & Sediment Control Plan 1	Sheet C-108	5-20-24	ES-108
10.	Erosion & Sediment Control Detail Sheet	Sheet C-109	5-20-24	ES-109
11.	Lagoon Plan and Profile	Sheet C-110	5-20-24	EL-201
12.	Forcemain Plan and Profile	Sheet C-111	5-20-24	EL-202
13.	Forcemain Plan and Profile	Sheet C-112	5-20-24	EL-203
14.	Pump Station Wet Well and Piping Details	Sheet C-113	5-20-24	DT-501
15.	Detail Sheet	Sheet C-114	5-20-24	DT-502
16.	Detail Sheet	Sheet C-115	5-20-24	DT-503
17.	Detail Sheet	Sheet C-116	5-20-24	DT-504
18.	Control Panel Plan	Sheet C-117	5-20-24	DT-505

**END OF SECTION 000115**

## SECTION 001116 - INVITATION FOR BID

### 1.0 OWNER:

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

### 2.0 PROJECT TITLE AND NUMBER:

- A. Wastewater Spray Irrigation System  
St. Francois State Park  
Bonne Terre, Missouri  
**Project No.: X2310-02**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, August 13, 2024
- 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 Work includes installing a new wet well with submersible pumps, installation of new forcemain to transport effluent water to the spray field, installation of a new spray irrigation field to land apply the effluent, and rehabilitation of the existing lagoons (new synthetic liner).
- 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.**

### 5.0 PRE-BID MEETING:

- A. Place/Time: 11:00 AM, July 29, 2024, at St. Francois State Park, Shelter 2, 8920 US Highway 67 North, Bonne Terre, MO.  
<https://maps.app.goo.gl/PtJtskWpNd9iJlJo8>
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

### 6.0 HOW TO GET PLANS & SPECIFICATIONS:

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

### 7.0 POINT OF CONTACT:

- A. Designer: Cochran Engineering, Timothy Garbs, (636) 584-0540, email: [TGarbs@cochraneng.com](mailto:TGarbs@cochraneng.com)
- B. Project Manager: Lorena Villalobos, (573) 751-3565, email: [Lorena.Villalobos@oa.mo.gov](mailto:Lorena.Villalobos@oa.mo.gov)

### 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.
- C. This is a federally funded/assisted construction project that requires compliance by the awarded Bidder with applicable federal laws and regulations. The Bidder should review Section 007333, Supplementary General Conditions for Federally Funded/Assisted Construction Projects and Section 007334, Terms and Conditions for Contractor Receipt of Federal ARPA SFRF Funds, which are made part of this Invitation to Bid and will be made part of the resulting contract by reference.

## 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 and complete a profile fully with all required documents submitted prior to submitting a bid.
- B. Once registered, log in.
1. Under "Solicitation" select "View Current Solicitations."
  2. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8", then click "Filter Solicitation" button.
  3. Select "Active Solicitations" tab.
  4. To see the Solicitation Summary, click on the Project Number and the summary will open. Click each heading 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."
  10. Ensure receipt of notifications including current e-mail address are enabled within vendor profile.
- D. Any time a bidder wants to modify the bid, he or she will have to retract, make revisions, and then submit again. Please ensure that "draft" status is not shown. 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, please contact Paul Girouard: 573-751-4797, [paul.girouard@oa.mo.gov](mailto:paul.girouard@oa.mo.gov) ; April Howser: 573-751-0053, [April.Howser@oa.mo.gov](mailto:April.Howser@oa.mo.gov) ; or Mandy Roberson: 573-522-0074, [Mandy.Roberson@oa.mo.gov](mailto:Mandy.Roberson@oa.mo.gov).
- 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 Office of Administration Division of Accounting at 573-751-2971 and ask for the MissouriBUYS vendor team.

## **SECTION 002113 – INSTRUCTIONS TO BIDDERS**

### **1.0 - SPECIAL NOTICE TO BIDDERS**

- A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project must adhere to requirements in Section 013513 – Site Security and Health Requirements as applicable per Agency.
- 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. The Owner shall award a contract to the lowest, responsive, responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- 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 lowest, responsive, responsible 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 an E-Verify is located at <https://www.uscis.gov/e-verify/>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

#### **10.0 - CONTRACT SECURITY**

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

#### **11.0 - LIST OF SUBCONTRACTORS**

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



## **12.0 - WORKING DAYS**

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:
  - 1. Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year’s Day, Martin Luther King, Jr. Day, Lincoln Day, Washington’s Birthday, Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

## **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.
  - 4. “**WBE**” means a Women’s Business Enterprise.
  - 5. “**WOMEN’S BUSINESS ENTERPRISE**” has the same meaning as set forth in section 37.020, RSMo.
  - 6. “**SDVE**” means a Service-Disabled Veterans Enterprise.
  - 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/MWBCertifiedFirms/>). 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 (<https://oa.mo.gov/sites/default/files/sdvelisting.pdf>) or the Department of Veterans Affairs' directory (<https://vetbiz.va.gov/basic-search/>).
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.

**STATE OF MISSOURI  
DIVISION OF FACILITIES MANAGEMENT,  
DESIGN AND CONSTRUCTION  
*MBE/WBE/SDVE DIRECTORIES***

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The MBE/WBE Directory for goods and services is maintained by the Office of Equal Opportunity (OEO) and is located at the following web address:

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

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

<https://oeo.mo.gov/sdve-certification-program/>

<https://veterans.certify.sba.gov/#search>



# State of Missouri Construction Contract

THIS AGREEMENT is 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 Natural Resources, Division of State Parks.

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:**                    **Wastewater Spray Irrigation System  
St. Francois State Park  
Bonne Terre, Missouri**

**Project Number:**            **X2310-02**

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

## **ARTICLE 2. TIME OF COMPLETION**

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

## **ARTICLE 3. LIQUIDATED DAMAGES**

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum of \$1,000** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

**ARTICLE 4. CONTRACT SUM**

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

Base Bid: \$

**TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)**

**ARTICLE 5. PREVAILING WAGE RATE**

**MISSOURI PREVAILING WAGE LAW (Sections 290.210 to 290.340, RSMo):** The Contractor shall pay not less than the specified hourly rate of wages, as set out in the wage order attached to and made part of the specifications for work under this contract, to all workers performing work under the contract, in accordance with sections 290.210 to 290.340, RSMo. The Contractor shall forfeit a penalty to the Owner of one hundred dollars per day (or portion of a day) for each worker that is paid less than the specified rates for any work done under the contract by the Contractor or by any subcontractor, in accordance with section 290.250, RSMo.

**DAVIS-BACON ACT:** The requirements of the Davis-Bacon Act are not applicable to this project, which is funded solely by Coronavirus State and Local Fiscal Recover Funds (SLFRF) under the American Rescue Plan Act (ARPA).

**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**

The following documents are hereby incorporated into this contract by reference (all division/section numbers and titles are as utilized in the Project Manual published by the Owner for this Project):

1. Division 0 – Procurement and Contracting Information, including, but not limited to:
  - a. Invitation for Bid (Section 001116)
  - b. Instructions to Bidders (Section 002113)
  - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
  - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:

- i. Bid Form (Section 004113)
- ii. Unit Prices (Section 004322)
- iii. Proposed Contractors Form (Section 004336)
- iv. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
- v. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
- vi. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
- vii. Missouri Service Disabled Veteran Business Form (Section 004340)
- viii. Affidavit of Work Authorization (Section 004541)
- ix. Affidavit for Affirmative Action (Section 005414)
- e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
- f. General Conditions (Section 007213)
- g. Supplementary Conditions (Section 007300)
- h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)
  - i. Wage Rate(s) (Section 007346)
- 2. Division 1 – General Requirements
- 3. All Drawings identified in the Project Manual
- 4. All Technical Specifications included in the Project Manual
- 5. Addenda, if applicable

**ARTICLE 8 – CERTIFICATION**

By signing this contract, the Contractor hereby re-certifies compliance with all legal requirements set forth in Section 6.0, Bidder’s Certifications of the Bid Form.

Further, if the Contractor provides any “personal information” as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Contractor understands and agrees that it is voluntarily choosing to enter into a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

By signature below, the parties hereby execute this contract document.

**APPROVED:**

\_\_\_\_\_  
 Brian Yansen, 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**

PROJECT NUMBER
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NAME
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First being duly sworn on oath states: that

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

NAME
------

a  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
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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
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DATE
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**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSER SEAL	STATE OF	COUNTY (OR CITY OF ST. LOUIS)	USE RUBBER STAMP IN CLEAR AREA BELOW
	SUBSCRIBED AND SWORN BEFORE ME, THIS		
	DAY OF	YEAR	
	NOTARY PUBLIC SIGNATURE	MY COMMISSION EXPIRES	
NOTARY PUBLIC NAME (TYPED OR PRINTED)			

**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**

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

Sample                       Sample will be sent, if requested

**QUALITY COMPARISON**

	SPECIFIED PRODUCT	SUBSTITUTION REQUEST
NAME, BRAND		
CATALOG NO.		
MANUFACTURER		
VENDOR		

**PREVIOUS INSTALLATIONS**

PROJECT	ARCHITECT/ENGINEER	DATE INSTALLED
LOCATION		

**SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT**

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**REASON FOR SUBSTITUTION**

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

YES     NO

IF YES, EXPLAIN

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**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.

BIDDER/CONTRACTOR

DATE

**REVIEW AND ACTION**

Resubmit Substitution Request with the following additional information:

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Substitution is accepted.

Substitution is accepted with the following comments:

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Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



PROJECT NUMBER
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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



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF FACILITIES MANAGEMENT,  
 DESIGN AND CONSTRUCTION

**MBE/WBE/SDVE PROGRESS REPORT**

Remit with ALL Progress and Final Payments

(Please check appropriate box) CONSULTANT CONSTRUCTION

PAY APP NO.	PROJECT NUMBER
CHECK IF FINAL <input checked="" type="checkbox"/> <b>FINAL</b>	DATE

PROJECT TITLE

PROJECT LOCATION

FIRM

ORIGINAL CONTRACT SUM (Same as Line Item 1. on Form A of Application for Payment) \$	TOTAL CONTRACT SUM TO DATE (Same as Line Item 3. on Form A of Application for Payment) \$
---	--

THE TOTAL MBE/WBE/SDVE PARTICIPATION DOLLAR AMOUNT OF THIS PROJECT AS INDICATED IN THE ORIGINAL CONTRACT: \$

SELECT MBE, WBE, SDVE	ORIGINAL CONTRACT PARTICIPATION AMOUNT	PARTICIPATION AMOUNT PAID-TO-DATE (includes approved contract changes)	CONSULTANT/SUBCONSULTANT OR CONTRACTOR/SUBCONTRACTOR/SUPPLIER COMPANY NAME
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVE	\$	\$	



STATE OF MISSOURI  
 OFFICE OF ADMINISTRATION  
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION  
**AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW**

PROJECT NUMBER

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

State of \_\_\_\_\_ personally came and appeared \_\_\_\_\_

(NAME)

of the \_\_\_\_\_

(POSITION)

(NAME OF THE COMPANY)

(a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works project have been fully satisfied and there has been no exception to the full and completed compliance with said provisions and requirements

and with Wage Determination No: \_\_\_\_\_ issued by the

Department of Labor and Industrial Relations, State of Missouri on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

in carrying out the contract and working in connection with \_\_\_\_\_

(NAME OF PROJECT)

Located at \_\_\_\_\_ in \_\_\_\_\_ County

(NAME OF THE INSTITUTION)

Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE

**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSER OR BLACK INK RUBBER STAMP SEAL

STATE

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

**USE RUBBER STAMP IN CLEAR AREA BELOW**

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)



# GENERAL CONDITIONS

## INDEX

ARTICLE:

**1. General Provisions**

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

**2. Owner/Designer Responsibilities**

**3. Contractor Responsibilities**

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

**4. Changes in the Work**

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

**5. Construction and Completion**

- 5.1. Construction Commencement
- 5.2. Project Construction
- 5.3. Project Completion
- 5.4. Payments

**6. Bond and Insurance**

- 6.1. Bond
- 6.2. Insurance

**7. Termination or Suspension of Contract**

- 7.1. For Site Conditions
- 7.2. For Cause
- 7.3. For Convenience

## SECTION 007213 - GENERAL CONDITIONS

- A. These General Conditions apply to each section of these specifications. The Contractor is subject to the provisions contained herein.
- B. The General Conditions are intended to define the relationship of the Owner, the Designer and the Contractor thereby establishing certain rules and provisions governing the operation and performance of the work so that the work may be performed in a safe, orderly, expeditious and workmanlike manner.

## ARTICLE 1 – GENERAL PROVISIONS

### ARTICLE 1.1 - DEFINITIONS

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

1. **"COMMISSIONER"**: The Commissioner of the Office of Administration.
2. **"CONSTRUCTION DOCUMENTS"**: The "Construction Documents" shall consist of the Project Manual, Drawings and Addenda.
3. **"CONSTRUCTION REPRESENTATIVE"**: Whenever the term "Construction Representative" is used, it shall mean the Owner's Representative at the work site.
4. **"CONTRACTOR"**: Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.
5. **"DESIGNER"**: When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his duly authorized representative. The Designer may be either a consultant or state employee.
6. **"DIRECTOR"**: Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction or his Designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.
7. **"DIVISION"**: Shall mean the Division of Facilities Management, Design and Construction, State of Missouri.

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, acting by and through the Office of Administration, Division of Facilities Management, Design and Construction.
11. **"PROJECT"**: Wherever the term "Project" is used, it shall mean the work required to be completed by the construction contract.
12. **"PROJECT MANUAL"**: The "Project Manual" shall consist of Introductory Information, Invitation for Bid, Instructions to Bidders, Bid Documents, Additional Information, Standard Forms, General Conditions, Supplemental General Conditions, General Requirements and Technical Specifications.
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"**: All supervision, labor, materials, tool, supplies, equipment, and any incidental operations and/or activities required by or reasonably inferable from the Contract Documents necessary to construct the Project and to produce the results intended by the Contract Documents in a safe, expeditious, orderly, and workmanlike manner, and in the best manner known to each respective trade.
15. **"WORKING DAYS"**: are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

## 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 that same percentage lower than a domiciliary Missouri bidder's bid, as would be

required for a Missouri bidder to successfully bid in the non-domiciliary state.

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

#### **ARTICLE 1.8 - COMMUNICATIONS**

- A. All notices, requests, instructions, approvals and claims must be in writing and shall be delivered to the Designer and copied to the Construction Representative for the project except as required by Article 1.12 Disputes and Disagreements, or as otherwise specified by the Owner in writing as stated in Section 012600. Any such notice shall be deemed to have been given as of the time of actual receipt.
- B. The Contractor shall attend on-site progress and coordination meetings, as scheduled by the Construction Representative, no less than once a month.
- C. The Contractor shall ensure that major subcontractors and suppliers shall attend monthly progress meetings as necessary to coordinate the work, and as specifically requested by the Construction Representative.

#### **ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION**

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.
- B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner's Representative before the work is performed. If the Contractor fails to do this, and constructs any

work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner's Representative at no additional cost to the Owner.

- C. Each contractor shall be required to coordinate his work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.
- E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his employ through their fault or negligence.
- F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

#### **ARTICLE 1.10 - ASSIGNMENT OF CONTRACT**

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

#### **ARTICLE 1.11 - INDEMNIFICATION**

- A. Contractor agrees to indemnify and save harmless Owner and its respective commissioners, officers, officials, agents, consultants and employees and Designer, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Contractor, any subcontractors, agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Owner or Designer, its agents, servants or employees, in defense of any claim, action or suit.
- B. The obligations of the Contractor under this paragraph shall not extend to the liability of the Designer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, contract changes, design or specifications, or (2) giving of or the failure to give directions or instructions by the Designer, his agents or employees as required by this contract documents provided such giving or failure to give is the primary cause of the injury or damage.

#### **ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS**

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

#### **ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES**

- A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.
- B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.
- C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice.

The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.

- D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility for correcting such work without additional compensation.
- F. The Owner shall have the right to direct the Contractor to uncover any completed work.
  - 1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
  - 2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.
- G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.
- H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.

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

### **ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES**

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

#### **ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS**

- A. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Designer is equal in all respects to that named. Standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner and Designer that they are equal in design, strength, durability, usefulness and convenience for the purpose intended.
- B. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those specified shall be properly made at the expense of the Contractor requesting the substitution or change.
- C. The Contractor shall submit a request for such substitutions in writing to the Owner and Designer within twenty (20) working days after the date of the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.
- D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 002113 - INSTRUCTIONS TO BIDDERS.
- E. When a material has been approved, no change in brand or make will be permitted unless:
  - 1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or
  - 2. Material delivered fails to comply with contract requirements.

**ARTICLE 3.2 -- SUBMITTALS**

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

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

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

- B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and schedules submitted without this evidence will be returned to the Contractor for resubmission.
- C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.
- D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:
  - 1. It is in the best interest of the Owner
  - 2. It does not increase the contract sum and/or completion time
  - 3. It does not deviate from the design intent
  - 4. It is without prejudice to any and all rights under the surety bond.
- E. No extension of time will be granted because of the Contractor's failure to submit shop drawings and schedules in ample time to allow for review,

possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction

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

**ARTICLE 3.3 – AS-BUILT DRAWINGS**

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

**ARTICLE 3.4 – GUARANTY AND WARRANTIES**

- A. General Guaranty
  - 1. Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.
  - 2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
  - 3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the



damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.

4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment

**B. Extended Warranty**

Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year. Where a longer period is offered at no additional cost or called for in the specific equipment specifications, the longer period shall govern.

**ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS**

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

1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.
2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name place data, shop drawings and air and water balance reports.
4. Service Instructions: Provide the following information for all pieces of equipment.

- a. Recommended spare parts including catalog number and name of local supplier or factory representative.
- b. Belt sizes, types, and lengths.
- c. Wiring diagrams.

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

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

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

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

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

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

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

**ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES**

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

- B. Contractor shall, at all times, enforce strict discipline and good order among his employees,

and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.

- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.
- I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case,

unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.

- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.
- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.
- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.

- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.
- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.
- W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

## **ARTICLE 3.7 -- SUBCONTRACTS**

- A. Subcontractor assignments as identified in the bid form shall not be changed without written approval of the Owner. The Owner will not approve changes of a listed subcontractor unless the Contractor documents, to the satisfaction of the Owner that the subcontractor cannot or will not perform the work as specified.
- B. The Contractor is fully responsible to the Owner for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them.
- C. Every subcontractor shall be bound by the applicable terms and provisions of these contract documents, but no contractual relationship shall exist between any subcontractor and the Owner unless the right of the Contractor to proceed with the work is suspended or this contract is terminated as herein provided, and the Owner in writing elects to assume the subcontract.
- D. The Contractor shall upon receipt of "Notice to Proceed" and prior to submission of the first payment request, notify the Designer and Construction Representative in writing of the names of any subcontractors to be used in addition to those identified in the bid form and all major material suppliers proposed for all parts of the work.

## **ARTICLE 4 -- CHANGES IN THE WORK**

### **4.1 CHANGES IN THE WORK**

- A. The Construction Representative, without giving notice to the surety and without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work, this contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract. A claim for extension of time caused by any change must be adjusted at the time of ordering such change. No future request for time will be considered.
- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.
- C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon

before such changes become effective and shall be determined, through submission of a request for proposal, as follows:

1. By an acceptable fixed price proposal from the Contractor. Breakdowns shall include all takeoff sheets of each Contractor and subcontractor. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
2. By a cost-plus-fixed-fee (time and material) basis with maximum price, total cost not to exceed said maximum. Breakdown shall include a listing of each item of material with unit prices and number of hours of labor for each task. Labor costs per hour shall be included with labor burden identified, which shall be not less than the prevailing wage rate, etc. Overhead and profit shall be shown separately for each subcontractor and the Contractor.
3. By unit prices contained in Contractor's original bid form and incorporated in the construction contract.

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

1. The overhead and profit charge by the Contractor and all subcontractors shall be considered to include, but is not limited to: incidental job burdens, small truck (under 1 ton) expense, mileage, small hand tools, warranty costs, company benefits and general office overhead. Project supervision including field supervision and job site office expense shall be considered a part of overhead and profit unless a compensable time extension is granted.
2. The percentages for overhead and profit charged on Contract Changes shall be subject to the following limits: (a) the percentage mark-up for the Contractor shall be limited to the Contractor's fee; (b) fifteen percent (15%) maximum for Work directly performed by employees of a subcontractor, or sub-subcontractor; (c) five percent (5%) maximum for the Work performed or passed through to the Owner by the Contractor; (d) five percent (5%) maximum subcontractor's mark-up for Work performed by a sub-subcontractor and

passed through to the Owner by the subcontractor and Contractor; and (e) in no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty-five percent (25%) 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 Contractor's payment and performance bonding, builder's risk insurance, and general liability insurance to their cost of work. The above listed 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(s) 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 the same as those for additive Contract Changes provided above.
- 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.
    - 4. Written Affirmative Action Plans as required in Article 1.4.
- 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 contract 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 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 their 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: Timothy Garbs  
Cochran Engineering  
530A E. Independence Dr.  
Union, Missouri, 63084  
Telephone: (636) 584-0540  
Email: [TGarbs@cochraneng.com](mailto:TGarbs@cochraneng.com)

Construction Representative: Kevin Hultberg  
Division of Facilities Management, Design and Construction  
10325 Business 21 North  
Hillsboro, Missouri, 63050  
Telephone: (636) 524-8528  
Email: [kevin.hultberg@oa.mo.gov](mailto:kevin.hultberg@oa.mo.gov)

Project Manager: Lorena Villalobos  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: (573) 751-3565  
Email: [Lorena.Villalobos@oa.mo.gov](mailto:Lorena.Villalobos@oa.mo.gov)

Contract Specialist: Paul Girouard  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573-751-4797  
Email: [Paul.Girouard@oa.mo.gov](mailto: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.

**SUPPLEMENTARY GENERAL CONDITIONS**  
**FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS**

**(American Rescue Plan Act (ARPA) Projects)**

**1.0 Notice of Federal Funding**

This project is being performed in whole or in part using federal funds. Therefore, all work or services performed by the Contractor and its subcontractors shall be subject to the terms and conditions set forth below in addition to all terms and conditions in the Construction Contract, General Conditions, and other contract documents. The concepts, rules, and guidelines set forth in 2 C.F.R. 200 describing allowable costs and administrative requirements apply.

**2.0 Definitions**

As used herein, “Federal Government” means the government of the United States of America. “Federal Agency” means an agency, entity, department or division of the Federal Government that is providing funding for this project. All other terms shall have the meanings established in the Construction Contract, General Conditions, and/or Project Manual, unless such definitions conflict with a definition provided in an applicable statute or regulation.

**3.0 Conflicting Terms or Conditions**

To the extent that any terms or conditions set forth herein conflict with the Construction Contract or its General Conditions, the more stringent of the two terms and conditions shall govern.

**4.0 No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**5.0 Compliance with Federal Laws, Regulations and Executive Orders**

The Contractor and its subcontractors and suppliers are required to comply with all applicable Federal laws, regulations, and executive orders, regardless of whether set forth herein. The Contractor shall assist and enable the State of Missouri in complying with any requirements imposed by the Federal Agency as a condition of funding.

**6.0 Compliance with Civil Rights Provisions**

The Contractor shall comply with all Federal statutes, executive orders, and regulations relating to nondiscrimination. These include, but are not limited to the following:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

Title VII of the Civil Rights Act of 1964 (42 U.S.C. part 2000(e)), which prohibits discrimination against employees on the basis of religion;

Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) that may apply to the application.

#### **7.0 Equal Employment Opportunity (41 C.F.R. 60-1.4(b)).**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicants or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any



further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**8.0 Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity**  
(Executive Order 11246, 41 C.F.R. 60-4.2)

(1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

(2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Goals for minority participation for each trade	Goals for female participation in each trade
107	11.4%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 C.F.R. pt. 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 C.F.R. 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 C.F.R. pt. 60-4. Compliance with the goals will be measured against the total work hours performed.

(3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

**9.0 Standard Federal Equal Employment Opportunity Construction Contract Specifications**  
(Executive Order 11246 - 41 C.F.R. 60-4.3)

(1) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Contractor is participating (pursuant to 41 C.F.R. 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement

contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

(6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. pt. 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

(10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. 60-4.8.

(14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily

understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **10.0 Prohibition of Segregated Facilities**

- (1) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (2) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

#### **11.0 Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and §§ 3146-3148, and 29 C.F.R. pt. 5)**

*\*The requirements of the Davis-Bacon Act and this section are not applicable to this project, which is funded solely by Coronavirus State and Local Fiscal Recover Funds (SLFRF) under the American Rescue Plan Act (ARPA).*

- (1) Minimum wages.
  - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. pt. 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill,

except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has

found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered



worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. pt. 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. pt. 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. pt. 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary

employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. pt. 30.

- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 C.F.R. pt. 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal Agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. 5.12.
- (8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. pts. 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pt.s 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).
  - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).
  - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

### **12.0 Copeland “Anti-Kickback” Act**

- (1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. The Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled.
- (2) The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. 5.12.

### **13.0 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 to 3708, 29 C.F.R. 5.5)**

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **14.0 Suspension and Debarment (Executive Orders 12549 and 12689, 2 C.F.R. pt. 180)**

- (1) A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. pt. 1986 Comp., p. 189) and 12689 (3 C.F.R. pt. 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (2) The contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- (3) The contractor must comply with 2 C.F.R. pt. 180, subpart C and the regulations of the granting Federal Agency regarding suspension and debarment, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (4) This certification is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C in addition to remedies available to the Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (5) By submitting a bid, the bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **15.0 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**

- (1) Contractors that apply or bid for an award exceeding \$100,000 agree to file the required certification (set forth below), in compliance with 31 U.S.C. § 1352 (as amended).
- (2) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
- (3) Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **16.0 Procurement of Recovered Materials**

The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

#### **17.0 Fair Labor Standards Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 C.F.R. pt. 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **18.0 Access to Records and Reports**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Agency and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### **19.0 Occupational Health and Safety Act**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 C.F.R. pt. 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. pt. 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **20.0 Rights to Inventions**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 C.F.R. pt. 401, Rights to Inventions Made by Non-profit Organizations and Small

Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 C.F.R. 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

### **21.0 Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq.).

### **22.0 Clean Air Act and Federal Water Pollution Control Act**

- (1) If the amount of the Contract exceeds \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the Owner, and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Agency and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

### **23.0 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**

- (1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (3) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

### **24.0 Veteran's Preference**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

### **25.0 Drug Free Workplace Act**

The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor shall report any conviction of the Contractor's personnel under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

## **26.0 Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 U.S.C. § 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

## **27.0 Seismic Safety**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on June 19, 2018 Page 61 Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## **28.0 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials – Build America, Buy America (Pub. L. No. 117-58, §§ 70901-52)**

*\*The requirements of the Build America, Buy America Act and this section are not applicable to projects funded solely by Coronavirus State and Local Fiscal Recover Funds (SLFRF) under the American Rescue Plan Act (ARPA). The Contractor will be subject to the requirements of the Build America, Buy America Act only if SLFRF funds are used in conjunction with funds from another federal program that requires enforcement of the Build America, Buy America Act. Information about federal funding sources is provided in the Invitation for Bid.*

The Owner is the recipient of an award of Federal financial assistance from a program for infrastructure for this project. Pursuant to the Build America, Buy America Act of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, none of the funds provided under the Federal award may be used unless the requirements of the domestic content procurement preference outlined below are met. Therefore, the Contractor shall ensure the following:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another



standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

### *Waivers*

When necessary, recipients of Federal financial assistance may apply for, and the awarding agency may grant, a waiver from the domestic content procurement preference.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described on the awarding agency web site.

If the Contractor determines that an application for a waiver is necessary or an existing waiver is applicable to this project, the Contractor shall timely notify the Owner. The Owner will make a determination if a waiver is applicable or if a waiver application is necessary. The Contractor shall not submit any waiver application or information directly to the Federal agency without prior approval by the Owner.

### *Definitions*

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: • non-ferrous metals; • plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); • glass (including optic glass); • lumber; or • drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

### **29.0 Prohibition on Certain Telecommunication and Video Surveillances Services or Equipment (Pub. L. 115-232, Section 889)**

Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of a Federal executive agency and recipients or subrecipients of funds from such agencies from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Pursuant to such provisions, the Contractor understands and agrees that the Contractor and its subcontractors shall not obligate or expend loan or grant funds from the Federal Agency under this Contract to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**TERMS AND CONDITIONS FOR CONTRACTOR**  
**RECEIPT OF FEDERAL ARPA SFRF FUNDS**

**I. Use of Funds:** \_\_\_\_\_ (“Contractor”) understands and agrees that the State of Missouri has received funds for this project under section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the funds disbursed under such grant may only be used in compliance with the ARPA and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement.

**Period of Performance:** The period of performance for the award begins on the date hereof and ends no later than December 31, 2026. Contractor may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than December 31, 2024.

**Reporting:** Contractor agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this agreement.

**Maintenance of and Access to Records:** Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Contractor shall also maintain records and financial documents: 1. sufficient for the State, with respect to Contractor’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Contractor’s participation in this agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Contractor in order to conduct audits or other investigations or reviews. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Contractor’s obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: contracts, invoices, receipts, payrolls, and financial statements.

**Pre-award Costs:** Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this agreement.

**Compliance with Applicable Law and Regulations:** Contractor agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Contractor also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and

Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this agreement include, without limitation, the following:

i. If the amount of this agreement is expected to equal or exceed \$25,000, or if this agreement is for federally-required audit services, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

ii. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

iii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

iv. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this agreement include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Contractor's receipt of this funds under this agreement, as the State deems necessary or advisable, in order to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of funds under this agreement in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Contractor's acts or omissions respecting this agreement. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Contractor's receipt of funds under this agreement or to recoup such funds in whole or in part, under this agreement or other applicable law.

Hatch Act: Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this agreement must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this agreement; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Contractor shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Contractor's debt to the State. Debts owed by Contractor to the State must be paid promptly by Contractor. A debt owed the State by Contractor under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Contractor knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Contractor.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third

persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this agreement.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is hereby encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles, and to encourage any subcontractors to do the same.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Contractor to adopt and enforce policies that ban text messaging while driving, and to encourage any subcontractors to do the same.<sup>1</sup>

**II.** By entering into this agreement, Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Contractor acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Contractor’s programs, services, and activities.

Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

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<sup>1</sup> Section I is based on requirements set forth in Treasury’s Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

*Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.*

Contractor shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Contractor shall comply with information requests, on-site compliance review, and reporting requirements.

Contractor shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Contractor shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Contractor and the administrative agency that makes any such finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide to the State documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, Contractor shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurance section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Contractor is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Contractor.<sup>2</sup>

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor's Authorized Representative

Contractor's Unique Entity Identifier: \_\_\_\_\_  
(\*Name associated with the Unique Entity Identifier must match the Contractor's name on contract documents)

**III.** This agreement shall be conducted in accordance with the standards set forth at 2 C.F.R. §§ 200.317 through 200.327, as applicable. Pursuant to 2 C.F.R. § 200.327 and Appendix II to Part 200 of Title 2 of the C.F.R.:

i. Contracts for more than \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the State, including the manner by which it will be effected and the basis for settlement.

iii. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

iv. When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute,

<sup>2</sup> Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.



contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

v. Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.<sup>3</sup>

vi. If the State or Contractor wishes to enter into a contract or subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the State’s award of ARPA funds or this agreement, the State and/or Contractor must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

vii. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the

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<sup>3</sup> Additionally, “in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 C.F.R.] § 5.1,” 29 C.F.R. § 5.5(c) requires that another clause be included “in any such contract,” *id.* For language appropriate to construction of this additional clause, see 29 C.F.R. § 5.5(c).

Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [

viii. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This requirement applies when the amount of the agreement is expected to equal or exceed \$25,000, or if the agreement is for federally-required audit services. 2 C.F.R. § 180.220.]

ix. Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 31 U.S.C. § 1352, the Byrd Anti-Lobbying Amendment. Under that law, each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

x. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this agreement, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1. competitively within a timeframe providing for compliance with this agreement’s performance schedule; 2. meeting this agreement’s performance requirements; or 3. at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

xi. Pursuant to Pub. L. No. 115-232, H.R. 5515 (115<sup>th</sup> Congress, 2018), and 2 C.F.R. § 200.216, funds provided by this agreement shall not be obligated or expended to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, “covered telecommunications equipment or services” has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *See also* 2 C.F.R. § 200.216.

xii. Pursuant to 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this provision: 1. “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. 2. “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 31

Section 095  
**ST. FRANCOIS COUNTY**

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

Original Signed by \_\_\_\_\_

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.71
Boilermaker	\$23.76*
Bricklayer-Stone Mason	\$47.67
Carpenter	\$54.34
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.35
Plasterer	
Communication Technician	\$23.76*
Electrician (Inside Wireman)	\$73.23
Electrician Outside Lineman	\$23.76*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$23.76*
Glazier	\$23.76*
Ironworker	\$70.77
Laborer	\$44.61
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$23.76*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$70.21
Group I	\$24.13*
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$49.17
Plumber	\$70.62
Pipe Fitter	
Roofer	\$60.27
Sheet Metal Worker	\$74.12
Sprinkler Fitter	\$23.76*
Truck Driver	\$23.76*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The 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 as defined in RSMo Section 290.210.

Heavy Construction Rates for  
ST. FRANCOIS County

Section 095

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$23.76*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$23.76*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.28
General Laborer	
Skilled Laborer	
Operating Engineer	\$65.71
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$23.76*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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).

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 fewer 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 and HOLIDAYS

## 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 011000 – 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 improving park system operations and provide better treatment of wastewater. The project will utilize a spray irrigation system to spray wastewater effluent to a nearby field.
  - 1. Project Location: St. Francois State Park, 8920 US Highway 67 North, Bonne Terre, MO 63628.
  - 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 May 20, 2024 were prepared for the Project by Cochran – 530A East Independence Drive, Union, MO 63084.
- C. The Work consists of a new wet well, forcemain, and a spray irrigation field which will land apply effluent from the campground.
  - 1. The Work includes installing a new wet well with submersible pumps.
  - 2. Installation of new forcemain to transport effluent water to the spray field.
  - 3. Installation of a new spray irrigation field to land apply the effluent.
  - 4. Rehabilitation of the existing lagoons (new synthetic liner).
- D. The Work will be constructed under a single prime contract.

#### **1.3 WORK SEQUENCE**

- A. Contractor to empty water in existing lagoon cells using a mobile pump and spray irrigation head (when conditions are acceptable per MODNR 10 CSR 20-8.200). The contractor may land apply 0.5" per day to designated locations determined by State Park Personnel. Approximately 10 acres of property has been allocated to temporary land application. This is equivalent to an application rate of 136,000 GPD. This shall be scheduled with State Park Personnel. Lagoon cells shall be emptied before November 1, 2024.
- B. Once lagoon cells are empty, the contractor shall take the lagoon offline to make lagoon improvements. This shall take place between November 1, 2024 to March 1, 2025 when sewer flows are low. Both Cells can be taken offline during this time for construction. Contractor shall keep in constant communication with State Park and the Engineer during this time period.
- C. Once empty the contractor shall have all sludge hauled off-site by a certified hauler to a certified facility. Once completed and the lagoon is dry, the contractor shall install the new transfer pipes and geosynthetic liner.
- D. Once improvements are finished, contractor shall bring lagoon cells back online. Typical operation can begin after this point.
- E. Once lagoons are back online, the construction of the lift station and spray irrigation field can be completed and will be ready for operation.



#### **1.4 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.

#### **1.5 MISCELLANEOUS PROVISIONS**

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 – EXECUTION (Not Applicable)**

**END OF SECTION 011000**

## **SECTION 012100 – ALLOWANCES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Weather allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.

#### **1.3 WEATHER ALLOWANCE**

- A. Included within the completion period for this project are a specified number of “bad weather” days (see Schedule of Allowances).
- B. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor’s scheduled workday, that day shall be declared unavailable for work due to weather (a “bad weather” day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor’s current progress schedule.
- C. The Contractor’s Representative and the Construction Representative shall agree monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and 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.

**3.1 SCHEDULE OF ALLOWANCES**

- A. Weather Allowance: Included within the completion period for this Project is 14 “bad weather” days.

**END OF SECTION 012100**

## **SECTION 012600 – CONTRACT MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
  - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
  - 2. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.
  - 3. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
  - 4. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order requirements.

#### **1.3 REQUESTS FOR INFORMATION**

- A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation, the Contractor shall submit a "Request for Information" (RFI) in writing to the Designer. A RFI may only be submitted by the Contractor and shall only be submitted on the RFI forms provided by the Owner. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
- B. Responses to RFI shall be issued within ten (10) working days of receipt of the Request from the Contractor unless the Designer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Designer, the Designer will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.
- C. Responses from the Designer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Document, the Contractor shall give written

notice to the Designer requesting a Change Order for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

#### **1.4 MINOR CHANGES IN THE WORK**

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

#### **1.5 PROPOSAL REQUESTS**

- A. The Designer or Owner Representative will issue a detailed description of proposed Changes in the Work that may require adjustment to the Contract Amount or the Contract Time. The proposed Change Description will be issued using the "Request for Proposal" (RFP) form. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by the Designer or Owner Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within ten (10) working days after receipt of Proposal Request, submit a proposal for the cost adjustments to the Contract Amount and the Contract Time necessary to execute the Change. The Contractor shall submit his proposal on the appropriate Change Order Detailed Breakdown form. Subcontractors may use the appropriate Change Order Detailed Breakdown form or submit their proposal on their letterhead provided the same level of detail is included. All proposals shall include:
    - a. A detailed breakdown of costs per Article 4.1 of the General Conditions.
    - b. If requesting additional time per Article 4.2 of the General Conditions, include an updated Contractor's Construction Schedule that indicates the effect of the Change including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

#### **1.6 CHANGE ORDER PROCEDURES**

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

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 012600**

## **SECTION 013100 – COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
- B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Contractor.
- C. Related Sections include the following:
  - 1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
  - 2. Articles 1.8.B and 1.8.C of Section 007213 "General Conditions" for coordinating meetings onsite.
  - 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 013100**

## **SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.
- B. Division 1, Section 013300 - Submittals
- C. Division 1, Section 012600 – Contract Modification Procedures

#### **1.2 SUMMARY**

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder<sup>®</sup> 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<sup>®</sup> as provided by "e-Builder<sup>®</sup>" 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<sup>®</sup> 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<sup>®</sup> 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](mailto:OA.FMDCE-BuilderSupport@oa.mo.gov).

2. Authorized users will be contacted directly and assigned a temporary user password.
  3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- F. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).
- G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:
1. Document Integrity and Revisions:
    - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
    - b. The system shall make it easy to identify revised or superseded documents and their predecessors.
    - c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
  2. Document Security:
    - a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!**
  3. Document Integration:
    - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
  4. Reporting:
    - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
  5. Notifications and Distribution:
    - a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document Distribution to parties outside of the project communication system shall be

accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

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

H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.

- a. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier shall respond to documents received in electronic form on the web site, and consider them as if received in paper document form.
- b. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall reply or respond by transmissions in electronic form on the web site to documents actually received in paper document form.
- c. The Owner and his representatives, the Designer and his consultants, and the Contractor and his Sub Contractors and suppliers at every tier reserves the right to and shall copy any paper document into electronic form and make same available on the web site.

I. Minimum Equipment and Internet Connection: In addition to other requirements specified in this Section, the Owner and his representatives, the Construction Manager and his representatives, the Architect and his consultants, and the Contractor and his sub-contractors and suppliers at every tier required to have a user license(s) shall be responsible for the following:

1. Providing suitable computer systems for each licensed user at the users normal work location<sup>1</sup> with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
2. Each of the above referenced computer systems shall have the following minimum system<sup>2</sup> and software requirements:
  - a. Desktop configuration (Laptop configurations are similar and should be equal to or exceed desktop system.)
    - 1) Operating System: Windows XP or newer
    - 2) Internet Browser: Internet Explorer 6.01SP2+ (Recommend IE7.0+)
    - 3) Minimum Recommend Connection Speed: 256K or above
    - 4) Processor Speed: 1 Gigahertz and above
    - 5) RAM: 512 mb
    - 6) Operating system and software shall be properly licensed.
    - 7) Internet Explorer version 7 (current version is a free distribution for download). This specification is not intended to restrict the host server or client computers provided that industry standard HTTP clients may access the published content.
    - 8) Adobe Acrobat Reader (current version is a free distribution for download).
    - 9) Users should have the standard Microsoft Office Suite (current version must be purchased) or the equivalent.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

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<sup>1</sup> The normal work location is the place where the user is assigned for more than one-half of his time working on this project.

<sup>2</sup> The minimum system herein will not be sufficient for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.

## **SECTION 013200 – SCHEDULE – BAR CHART**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **PART 2 - PRODUCTS – (Not Applicable)**

### **PART 3 - EXECUTION**

#### **3.1 SUBMITTAL PROCEDURES**

- A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the 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 013200**

## **SECTION 013300 – SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract including General and Supplementary Conditions, Bid Form, and other Division 1 Specification Sections apply to this Section.
- B. Division 1, Section 013115 “Project Management Communications” for administrative requirements for communications.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work including the following:
  - 1. Shop Drawings
  - 2. Product Data
  - 3. Samples
  - 4. Quality Assurance Submittals
  - 5. Construction Photographs
  - 6. Operating and Maintenance Manuals
  - 7. Warranties
- B. Administrative Submittals: Refer to General and Supplementary Conditions other applicable Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
  - 1. Construction Progress Schedule including Schedule of Values
  - 2. Performance and Payment Bonds
  - 3. Insurance Certificates
  - 4. Applications for Payment
  - 5. Certified Payroll Reports
  - 6. Partial and Final Receipt of Payment and Release Forms
  - 7. Affidavit – Compliance with Prevailing Wage Law
  - 8. Record Drawings
  - 9. Notifications, Permits, etc.
- C. The Contractor is obliged and responsible to check all shop drawings and schedules to assure compliance with contract plans and specifications. The Contractor is responsible for the content of the shop drawings and coordination with other contract work. Shop drawings and schedules shall indicate, in detail, all parts of an Item or Work including erection and setting instructions and integration with the Work of other trades.
- D. The Contractor shall at all times make a copy, of all approved submittals, available on site to the Construction Representative.

### **1.3 SUBMITTAL PROCEDURES**

- A. The Contractor shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in Part 3.1 of this section and elsewhere in the Contract Documents. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- B. Each drawing and/or series of drawings submitted must be accompanied by a letter of transmittal giving a list of the titles and numbers of the drawings. Each series shall be numbered consecutively for ready reference and each drawing shall be marked with the following information:
  - 1. Date of Submission
  - 2. Name of Project
  - 3. Location
  - 4. Section Number of Specification
  - 5. State Project Number
  - 6. Name of Submitting Contractor
  - 7. Name of Subcontractor
  - 8. Indicate if Item is submitted as specified or as a substitution

### **1.4 SHOP DRAWINGS**

- A. Comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
  - 1. Dimensions
  - 2. Identification of products and materials included by sheet and detail number
  - 3. Compliance with specified standards
  - 4. Notation of coordination requirements

5. Notation of dimensions established by field measurement
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½"x11" but no larger than 36"x48".

## **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.

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
015713	Temporary Erosion Control	Product Data
033000	Cast-In-Place Concrete	Product Data
071113	Bituminous Dampproofing	Product Data
260010	Supplemental Requirements for Electrical	Product Data
262716	Electrical Cabinets and Enclosures	Product Data
266210	Variable Frequency Drive	Product Data
312000	Earthwork	Test Report
312100	Rock Excavation (Class "B")	Test Report
321200	Aggregate Base Course	Product Data
321200	Aggregate Base Course	Test Report
321216	Asphalt Pavement Section	Product Data
321216	Asphalt Pavement Section	Test Report
323100	Chain Link Fence and Gates	Product Data
329200	Finish Grading & Seeding	Product Data
331000	Water System	Product Data
331000	Water System	Test Report
333000	Sanitary Sewer	Shop Drawings
333000	Sanitary Sewer	Product Data
333000	Sanitary Sewer	Test Report
333100	HDPE Liner	Product Data
334000	Storm Drainage	Shop Drawings
334000	Storm Drainage	Product Data

**END OF SECTION 013300**

## **SECTION 013513.31 - SITE SECURITY AND HEALTH REQUIREMENTS (DNR)**

### **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 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.

### **3.4 PROTECTION OF PERSONS AND PROPERTY**

- A. SAFETY PRECAUTIONS AND PROGRAMS



1. The Contractor shall at all times conduct operations under this Contract in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take precautions which are necessary and adequate against conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to property. The Contractor shall continuously inspect Work, materials, and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with applicable safety laws, standards, codes, and regulations in the jurisdiction where the Work is being performed, specifically, but without limiting the generality of the foregoing, with rules, regulations, and standards adopted pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 and applicable amendments.
2. All contractors, subcontractors and workers on this project are subject to the Construction Safety Training provisions 292.675 RSMo.
3. In the event the Contractor encounters on the site, material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), lead, mercury, or other material known to be hazardous, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner's Representative and the Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner's Representative and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless by written agreement of the Owner's Representative and the Contractor. "Rendered Harmless" shall mean that levels of such materials are less than any applicable exposure standards, including but limited to OSHA regulations.

#### B. SAFETY OF PERSONS AND PROPERTY

1. The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury, or loss to:
  - a. clients, staff, the public, construction personnel, and other persons who may be affected thereby;
  - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractors of any tier; and
  - c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall give notices and comply with applicable laws, standards, codes, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise the highest degree of care and carry on such activities under supervision of properly qualified

- personnel.
5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in this Section caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and for which the Contractor is responsible under this Section, except damage or loss attributable solely to acts or omissions of Owner or the Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations stated elsewhere in the Contract.
  6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents, and the maintaining, enforcing and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner's Representative and Architect. The Contractor shall hold regularly scheduled safety meetings to instruct Contractor personnel on safety practices, accident avoidance and prevention, and the Project Safety Program. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees and its subcontractors of any tier.
  7. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
  8. The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, lost time injury, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately.
  9. The Contractor shall promptly notify in writing to the Owner of any claims for injury or damage to personal property related to the work, either by or against the Contractor.
  10. The Owner assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time concerning any failure by the Contractor or any Subcontractor to comply with the requirements of this Paragraph.
  11. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.
  12. The Contractor shall maintain at his own cost and expense, adequate, safe and sufficient walkways, platforms, scaffolds, ladders, hoists and all necessary, proper, and adequate equipment, apparatus, and appliances useful in carrying on the Work and which are necessary to make the place of Work safe and free from avoidable danger for clients, staff, the public and construction personnel, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.

**END OF SECTION 013513.31**

## **SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Water service and distribution
  - 2. Temporary electric power and light
  - 3. Temporary heat
  - 4. Ventilation
  - 5. Telephone service
  - 6. Sanitary facilities, including drinking water
  - 7. Storm and sanitary sewer
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds
  - 2. Temporary roads and paving
  - 3. Dewatering facilities and drains
  - 4. Temporary enclosures
  - 5. Hoists and temporary elevator use
  - 6. Temporary project identification signs and bulletin boards
  - 7. Waste disposal services
  - 8. Rodent and pest control
  - 9. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
  - 1. Temporary fire protection
  - 2. Barricades, warning signs, and lights
  - 3. Sidewalk bridge or enclosure fence for the site
  - 4. Environmental protection

#### **1.3 SUBMITTALS**

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

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

#### **1.4 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
  - 1. Building code requirements
  - 2. Health and safety regulations
  - 3. Utility company regulations
  - 4. Police, fire department, and rescue squad rules
  - 5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”. ANSI A10 Series standards for “Safety Requirements for Construction and Demolition”, and NECA Electrical Design Library “Temporary Electrical Facilities”.
  - 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. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary office, shops, and shed.
- E. Paint: Comply with requirements of Division 9 Section "Painting".
1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
  2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
  3. For interior walls of temporary offices, provide two (2) quarts interior latex-flat wall paint.
- F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- G. Water: Provide potable water approved by local health authorities.
- H. Open-Mesh Fencing: Provide 0.120" (3mm) thick, galvanized 2" (50mm) chainlink fabric fencing 6' (2m) high with galvanized steel pipe posts, 1½" (38mm) ID for line posts and 2½" (64mm) ID for corner posts.
- I. Temporary Fencing: Provide 4' tall orange fencing around the dripline of all trees that are to remain.

## 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: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
  - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. 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.
- D. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
  - 1. Install electric power service underground, except where overhead service must be used.
  - 2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125V, AC 20ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- E. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.
  - 1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- F. Temporary Heating: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
  - 1. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP gas or fuel-oil heaters with individual space thermostatic control.
  - 2. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
- G. Temporary Heating and Cooling: The normal heating and/or cooling system of the building shall be maintained in operation during the construction. Should the Contractor find it necessary to interrupt the normal HVAC service to spaces, which have not been vacated for construction, such interruptions shall be pre-scheduled with the Construction Representative.
- H. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities.

1. Telephone Lines: Provide telephone lines for the following:
    - a. Where an office has more than two (2) occupants, install a telephone for each additional occupant or pair of occupants.
    - b. Provide a dedicated telephone for a fax machine in the field office.
  2. At each telephone, post a list of important telephone numbers.
- I. Temporary Toilets: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Shield toilets to ensure privacy.
  2. Provide separate facilities for male and female personnel.
  3. Provide toilet tissue materials for each facility.
- J. 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.
- K. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.
1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).
- L. 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: Install storage sheds sized, furnished, and



equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere onsite.

- D. 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.
- E. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Designer.
  - 1. Paving: Comply with Division 2 Section “Hot-Mixed Asphalt Paving” for construction and maintenance of temporary paving.
  - 2. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
  - 3. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.
  - 4. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
  - 5. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.
- F. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.
- M. 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.

### **3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.
1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
  2. Store combustible materials in containers in fire-safe locations.
  3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
  4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project complete installation of the permanent fire-protection facility including connected services and place into operation and use. Instruct key personnel

on use of facilities.

- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- E. 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, chain-link 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.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 1. 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.
- G. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or

polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

### **3.5 OPERATION, TERMINATION AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Designer requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
  - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances as required by the governing authority.
  - 3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housing.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.

**END OF SECTION 015000**

## **SECTION 017400 – CLEANING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for cleaning during the Project.
- B. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and anti-pollution regulations.
  - 1. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

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

### **PART 3 - EXECUTION**

#### **3.1 PROGRESS CLEANING**

- A. General
  - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage, or traffic, and providing the required protection of materials.
  - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
  - 3. At least twice each month, and more often, if necessary, completely remove all scrap, debris, and waste material from the jobsite.
  - 4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.
- B. Site
  - 1. Daily, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
  - 2. Weekly, inspect all arrangements of materials stored onsite. Re-stack, tidy, or otherwise service all material arrangements.

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

### 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 site.
  6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  7. Broom clean concrete floors in unoccupied 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, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  11. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
  1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner's property.

**END OF SECTION 017400**

## **SECTION 017900 - DEMONSTRATION AND TRAINING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.
- C. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

#### **1.4 CLOSEOUT SUBMITTALS**

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of videographer.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Date of video recording.
  - 2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.



3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

## **1.5 QUALITY ASSURANCE**

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Coordination". Review methods and procedures related to demonstration and training including, but not limited to, the following:
  1. Inspect and discuss locations and other facilities required for instruction.
  2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  3. Review required content of instruction.
  4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

## **1.6 COORDINATION**

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## **PART 2 - PRODUCTS**

### **2.1 INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  1. Basis of System Design, Operational Requirements, and Criteria: Include the following:

- a. System, subsystem, and equipment descriptions.
  - b. Performance and design criteria if Contractor is delegated design responsibility.
  - c. Operating standards.
  - d. Regulatory requirements.
  - e. Equipment function.
  - f. Operating characteristics.
  - g. Limiting conditions.
  - h. Performance curves.
2. Documentation: Review the following items in detail:
- a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project record documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
- a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
- a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
  
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
  
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 007213 "General Conditions".
- B. Set up instructional equipment at instruction location.

#### **3.2 INSTRUCTION**

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  2. Owner will furnish an instructor to describe Owner's operational philosophy.
  3. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  1. Schedule training with Owner with at least seven days' advance notice.

- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### **3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS**

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
  - 1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
  - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.

1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

**END OF SECTION 017900**

## **SECTION 033000 - CAST-IN-PLACE CONCRETE**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. See Division 2 Section "Earthwork" for drainage fill under slabs-on-grade.

#### **1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For steel reinforcement.

#### **1.3 QUALITY ASSURANCE**

- A. 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."
- B. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
  - 1. ACI 301, "Specification for Structural Concrete," Sections 1 through 5.
  - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- C. Preinstallation Conference: Conduct conference at Project site.

### **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.

#### **2.2 STEEL REINFORCEMENT**

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- D. 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."

## 2.3 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 II.
- B. Normal-Weight Aggregates: ASTM C 33, graded, 3/4-inch nominal maximum coarse-aggregate size.
  - 1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.
- D. Air-Entraining Admixture: ASTM C 260.
- E. 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. Waterproofing Admixture: See Section 03050.
    - A. Storage structure walls and slab
    - B. Lift station wet well walls, footing and top slab

## 2.4 WATERSTOPS

- A. PVC Waterstops: CE CRD-C 572 with factory-installed metal eyelets for embedding in concrete to prevent passage of fluids through joints. Factory fabricated corners, intersections, and directional changes.
  - 1. Manufacturers:
    - a. Bometals, Inc.
    - b. Greenstreak

- c. Meadows, W.R., Inc.
  - d. Murphy, Paul Plastics Co.
  - e. Progress Unlimited, Inc.
- B. Self-Expanding Butyl Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 x 1 inch.
- 1. Products:
    - a. Colloid Environmental Technologies Company; Volclay Waterstop-RX
    - b. Concrete sealants, Inc.; Conseal CS-231
    - c. Greenstreak; Swellstop
    - d. Henry Company, Sealants Division; Hydro-Flex
    - e. JP Specialties, Inc.; Earthshield Type 20
    - f. Progress Unlimited, Inc.; Superstop
    - g. TCMiraIIDRI; Mirastop

## 2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

## 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

## 2.7 CONCRETE MIXTURES

- 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.
- B. Proportion normal-weight concrete mixture as follows:
  - 1. Minimum Compressive Strength: 4000 psi at 28 days.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.40.



3. Slump Limit: 4 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.0 percent.
5. Air Content: Do not allow air content of troweled finished floors to exceed 2.5 percent.

## 2.8 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, 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.

## 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. Chamfer exterior corners and edges of permanently exposed concrete.

### 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.

### 3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
  1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

### 3.4 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 Engineer.

### 3.5 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. 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. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

### 3.6 FINISHING FORMED SURFACES

- A. 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.
- B. 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.

### 3.7 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. 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.

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.
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.
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.

### 3.8 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.

### 3.9 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
  1. Testing Services: Tests shall be performed according to ACI 301.

END OF SECTION 033000

## **SECTION 071113 - BITUMINOUS DAMPPROOFING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Cold-applied, cut-back asphalt dampproofing.
  - 2. Cold-applied, emulsified-asphalt dampproofing.

#### **1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. LEED Submittal:
  - 1. Product Data for Credit EQ 4.2: For dampproofing, including printed statement of VOC content.

#### **1.3 PROJECT CONDITIONS**

- A. Ventilation: Provide adequate ventilation during application of dampproofing in enclosed spaces. Maintain ventilation until dampproofing has cured.

### **PART 2 - PRODUCTS**

#### **2.1 COLD-APPLIED, CUT-BACK ASPHALT DAMPPROOFING**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. ChemMasters Corp.
  - 2. Degussa Building Systems; Sonneborn Brand Products.
  - 3. Gardner Gibson, Inc.
  - 4. Henry Company.
  - 5. Karnak Corporation.
  - 6. Koppers Inc.
  - 7. Malarkey Roofing Products.
  - 8. Meadows, W. R., Inc.
  - 9. Tamms Industries, Inc.

- C. Trowel Coats: ASTM D 4586, Type I, Class 1, fibered.
- D. Brush and Spray Coats: ASTM D 4479, Type I, fibered.
- E. VOC Content: 2.5 lb/gal. (300 g/L) or less.

## 2.2 COLD-APPLIED, EMULSIFIED-ASPHALT DAMPPROOFING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. ChemMasters Corp.
  - 2. Degussa Building Systems; Sonneborn Brand Products.
  - 3. Gardner Gibson, Inc.
  - 4. Henry Company.
  - 5. Karnak Corporation.
  - 6. Koppers Inc.
  - 7. Malarkey Roofing Products.
  - 8. Meadows, W. R., Inc.
  - 9. Tamms Industries, Inc.
- C. Trowel Coats: ASTM D 1227, Type II, Class 1.
- D. Fibered Brush and Spray Coats: ASTM D 1227, Type II, Class 1.
- E. Brush and Spray Coats: ASTM D 1227, Type III, Class 1.
- F. VOC Content: 0.25 lb/gal. or less].

## 2.3 MISCELLANEOUS MATERIALS

- A. Cut-Back Asphalt Primer: ASTM D 41.
- B. Emulsified-Asphalt Primer: ASTM D 1227, Type III, Class 1, except diluted with water as recommended by manufacturer.
- C. Asphalt-Coated Glass Fabric: ASTM D 1668, Type I.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Clean substrates of projections and substances detrimental to work; fill voids, seal joints, and apply bond breakers if any, as recommended by prime material manufacturer.

### 3.2 APPLICATION, GENERAL

- A. Comply with manufacturer's written recommendations unless more stringent requirements are indicated or required by Project conditions to ensure satisfactory performance of dampproofing.
- B. Apply dampproofing all concrete structures surfaces in contact with soil or rock.

### 3.3 COLD-APPLIED, CUT-BACK ASPHALT DAMPPROOFING

- A. On Concrete Structure Walls: Apply 2 brush or spray coats at not less than 1.25 gal./100 sq. ft. (0.5 L/sq. m) for first coat and 1 gal./100 sq. ft. (0.4 L/sq. m) for second coat, or 1 trowel coat at not less than 4 gal./100 sq. ft. (1.6 L/sq. m).

### 3.4 COLD-APPLIED, EMULSIFIED-ASPHALT DAMPPROOFING

- A. On Concrete Foundations Structure Walls: Apply 2 brush or spray coats at not less than 1.5 gal./100 sq. ft. (0.6 L/sq. m) for first coat and 1 gal./100 sq. ft. (0.4 L/sq. m) for second coat, 1 fibered brush or spray coat at not less than 3 gal./100 sq. ft. (1.2 L/sq. m), or 1 trowel coat at not less than 4 gal./100 sq. ft. (1.6 L/sq. m).

END OF SECTION 071113

## **SECTION 260010 – SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL**

### **PART 1 - GENERAL**

#### **1.1 WORK INCLUDED**

- A. The work covered by this section of the specification consists of providing all the materials, labor, equipment, and services necessary for a complete electrical installation as specified herein. Work in this section includes, but is not necessarily limited to the following items:
  - 1. Service
  - 2. Grounding system
  - 3. Temporary service
  - 4. All conduits, wire, and outlet boxes
  - 5. Junction Box
  - 6. Nameplates
  - 7. Excavating and backfilling for electrical work
  - 8. Cutting and patching for electrical work
  - 9. Rack System
  - 10. Connection of equipment supplied by others
  - 11. Disconnect Switches

#### **1.2 CODES**

- A. All electrical work shall be done in strict accordance with the latest edition of the National Electrical Code and all regulations, laws, and ordinances which may be applicable. Electrical Contractor shall obtain and pay for all permits and inspection fees required for his work.

#### **1.3 ELECTRICAL SERVICE**

- A. Electrical service shall be supplied underground at 230-volt, single phase, three wire.
- B. The Contractor shall obtain from the Utility Company and pay all charges for the proper size meter cabinet to hold the required meters. He shall mount the cabinet and/or meters and make necessary wiring connections as directed by Utility.

#### **1.4 GROUNDING SYSTEM**

- A. Furnish and install a grounding system including all fittings, clamps, conduit, and wire of the proper size to make ground connections between all apparatus, neutral bus, conduits, etc. and the incoming water service as required by the latest edition of the National Electrical Code, and according to the requirement of the local Utility Company.

#### **1.5 FIELD CONDITIONS AND MEASUREMENTS**

- A. The Contractor shall visit the site of the work and familiarize himself with all available information concerning the nature of the structural excavations, and the location conditions bearing on transportation, handling, and storage of materials. The Contractor shall make his own estimate of the facilities needed and difficulties attending the execution of the contract including local conditions, availability of labor, uncertainties of weather, transportation, and other contingencies. In no event will the Engineer assume any responsibility whatsoever for

any interpretation, deduction, or conclusion drawn from the examination of the site. Failure of the contractor to acquaint himself with all available information concerning these conditions will not relieve him of responsibility for estimating the difficulties and costs or successfully performing his work.

- B. The Contractor shall verify in the field, all measurements necessary for his work and shall assume responsibility for their accuracy.

## PART 2 – PRODUCTS

### 2.1 CONDUIT

- A. In general, unless noted otherwise, conduit shall be “Thinwall” electrical metallic tubing. Tubing shall be welded cold rolled steel, galvanized with coated interior.
- A. “Heavywall” rigid conduit shall be used in all locations exposed to the weather, and in the earth, or below vapor barrier of concrete slabs on grade. Heavywall conduit shall be steel, hot dipped galvanized with coated interior. All the above-mentioned conduits shall have all joints red leaded, and all conduits in the earth shall be coated with two coats of bituminous paint. PVC conduit may be used in lieu of Heavywall conduit, except where exposed to the weather. Where conduits leave slab or earth they shall be Heavywall conduit transitioned below grade or floor slab. Install ground wire in all PVC conduits as required by Codes.

### 2.2 WIRE AND CABLE

- A. All wire and cable with 600-volt insulation shall be 98% conductivity copper unless noted otherwise. The minimum size conductor for lighting and power shall be no. 12 AWG.
- B. Conductors sized no. 10 AWG and smaller shall be type “TW” solid or stranded as required, unless noted otherwise; sized no. 8 AWG and larger shall be type “THWN” stranded, unless noted otherwise.
- C. Type “AC”, “BX”, and non-metallic sheathed cable shall not be used on this project. “MC” cable can be used for light fixture whips and/or concealed within walls ONLY.
- D. All branch circuit wiring shall be minimum of #12 AWG/THWN(THHN) unless otherwise noted. For runs exceeding 50 feet, wiring shall be minimum #10 AWG/THWN(THHN). This contractor shall size wiring in accordance with the latest edition of the National Electrical Code: NEC Article 210-19, 215-2, 310-15 and 410 for voltage drop and table B310-11 for derating factors. This contractor is to increase conduit sizes as required for compliance with NEC criteria.

### 2.3 JUNCTION BOX

- A. Provide a NEMA 3R rated box.
- B. Junction box shall be located between the lift station control panel and the wet well.
- C. Function of junction box shall be pump power cables between the wet well and control panel.



- D. The conduit connection the junction box and control panel shall be sealed air tight to prevent gases from entering the control panel.

## 2.4 EQUIPMENT RACK

- A. Rack framing shall be UNISTRUT Channel P1000, hot-dip galvanized produced by one of the below manufacturers:
  - a. Atkore
  - b. Unistrut Midwest
  - c. Strut & Supply
- B. Posts shall be anchored either to the wet well or site-cast concrete piers.
- C. Provide knee braces and horizontal members as required for equipment attachment and lateral stability.

## 2.5 ELECTRIC DISCONNECT SWITCH

- A. MANUFACTURERS. Switches shall be manufactured by one of the below manufacturers.

- a. Square D Company
- b. General Electric Company
- c. Eaton Corporation

- B. SWITCH INTERIOR.

1. Switch shall have switchblades, which are visible, when the switch is OFF and the cover is open.
2. Lugs shall be front removable and UL Listed for 75° C conductors (200-1200 ampere)
3. All current carrying parts shall be plated to resist corrosion.
4. Switches shall have removable arc suppressors to facilitate easy access to line side lugs.
5. Switches shall have provisions for a field installable electrical interlock.

- C. SWITCH MECHANISM

1. Switch operating mechanism shall be quick-make, quick-break such that, during normal operation of the switch, the operation of the contacts shall not be capable of being restrained by the operating handle after the closing or opening action of the contacts has started.
2. The operating handle shall be an integral part of the box, not the cover.
3. Provisions for padlocking the switch in the OFF position with at least three padlocks shall be provided.
4. The handle position shall travel at least 90° between OFF and ON positions to clearly distinguish and indicate handle position.
5. Switch shall have a dual cover interlock mechanism to prevent unintentional opening of the switch cover when the switch is ON and prevent turning the switch ON when the cover is open. The cover interlock mechanism shall have an externally operated override but the override shall not permanently disable the interlock mechanism. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.

- D. SWITCH ENCLOSURES

1. Switch covers shall be top hinged, attached with removable screws and securable in the open position (Type 3R).
2. The enclosure shall be finished with gray baked enamel paint which is electrodeposited on cleaned, phosphate pre-treated galvanized steel.
3. The enclosure shall have ON and OFF markings stamped into the cover.
4. The operating handle shall be provided with a dual colored, red/black position indication.
5. Switch shall have provisions to accept up to three 3/8 inch hasp padlocks to lock the operating handle in the OFF position.
6. Enclosures for Type 3R switches through 200 ampere shall have provisions for interchangeable bolt-on hubs in the top endwall. Hubs shall be provided by one of the below manufacturers:
  - a. Square D Company
  - b. General Electric Company
  - c. Eaton Corporation

#### E. SWITCH RATINGS

1. Switches shall be horsepower rated for ac and/or dc as indicated on the plans.
2. Switches located at the service entrance into the building shall be service entrance rated and fused.

### 2.6 METER SOCKET

#### A. Manufacturers:

1. Provide enclosures by one of the three manufacturers shown below:
  - a. General Electric Company
  - b. Eaton Corporation
  - c. Siemens

2. All enclosures shall be NEMA Type 3R.

B. Meter Socket: Coordinate all requirements with Local Utility Company.

## PART 3 – EXECUTION

### 3.1 FUSES

- A. Furnish and install all fuses indicated. Cartridge fuses shall be one time Bussmann “Fusetron”, “Low-peak”, or “Hi-cap”, sized according to the load or as indicated on the drawing or approved equal.

### 3.2 POWER AND CONTROL WIRING

- A. The Contractor shall consult the heating, ventilation, air conditioning, plumbing, and electrical drawings, and specifications for the number and type of all motors, controls, and starting equipment which will be furnished under these headings. The Contractor shall connect all motors and controls, and all temperature controls, complete and ready for operation.

### 3.3 TEMPORARY POWER

- A. If necessary, the Contractor shall arrange with the local Utility Company for temporary service necessary for construction purposes. Furnish, install and maintain the temporary power system on a pole furnished by General Contractor, and consisting of service, panelboard, grounding system and receptacle outlets required on pole. General Contractor shall pay for all metered charges by the Utility. The Electrical Contractor shall provide and maintain throughout the construction period temporary lighting to meet all OSHA requirements.

### 3.4 EXCAVATION AND BACKFILL

- A. The Contractor shall provide all excavation and backfilling required for his work. Backfill shall be with clean earth and shall be done in layers of 6" or less with each layer tampered. It shall be the Contractor's responsibility to maintain all of his areas of backfill and to re-backfill all areas of settlement. The Contractor shall remove all of his excess excavation materials in accordance with 312000-Earthwork. In general all conduits shall be buried 3'-0" below grade. Installation of cable directly into the trench is prohibited.

### 3.5 SEISMIC RESTRAINS ON ELECTRICAL EQUIPMENT

- A. All electrical equipment shall be provided with seismic restraining services as required by local building Codes. Contractor shall have local building office review each piece of equipment when installed and the Contractor shall install all required tie down, anchors, straps or other devices required.

### 3.6 CONNECTION OF TRADE EQUIPMENT

- A. When equipment arrives on-site this contractor shall help unload, uncrate, assemble, set in place, install and electrically connect all equipment complete and ready for operations as required by all local area work rules and regulations.
- B. The Contractor is to pull feeders indicated for equipment, but is to wait for arrival of equipment to install device. Once equipment arrives, then a device can be installed that matches cord/cap requirements.

### 3.7 GUARANTEE

Contractor guarantees by his acceptance of the contract, that all work installed will be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified, and that if, during the period of one year from date of certificate of completion and acceptance of work, any such defects in workmanship, materials, or performance appear, he will, without cost to the Owner, remedy such defects within a reasonable time to be specified in the notice from the Engineer. In default thereof, Owner may have such work done and charge cost to this contractor.

### 3.8 INSTALLATION OF CONDUIT AND WIRE

- A. Conduits shall be continuous from outlet to outlet and from outlet to cabinets, junction or pull boxes, and shall enter and be secured to all boxes in such a manner that each system shall be electrically continuous from services to all outlets. Terminals of Heavywall conduits shall be furnished with double lock nuts and bushings. Thinwall box connectors and couplings shall

be raintight. Pressure indent type of thinwall box connectors and couplings shall not be acceptable. Bushings on Heavywall conduits larger than 1 1/4" shall be plastic reinforced with metal.

- B. In general, all conduits shall be run concealed, unless indicated otherwise to be run exposed. Exposed conduit shall be installed perpendicular or parallel to building walls. Where more than one exposed conduit in a conduit bank changes direction, all bends shall be concentric. Conduits concealed inside floors, walls, or ceilings shall be run to clear depressions in floors, walls, ducts, plumbing, or heating pipes. This contractor shall consult all other trades' drawings to ascertain where conflicts will occur.
- C. Conduit shall be supported on approved types of galvanized brackets, ceiling trapeze or pipe straps of hangers secured by means of toggle bolts on hollow masonry, expansion bolts in concrete or bricks, machine screws on metal surfaces, or wood screws on wood construction. Nails shall not be used as a means of fastening boxes or conduits. Perforated flat steel straps shall not be used for supporting conduits.
- D. The final 12" of conduit feeding motors, air-conditioning equipment, exhaust fans, etc. shall be "Seal-Tite" flexible conduit with proper connectors and ground wires.
- E. Taps and splices will not be permitted in either feeders or branch circuits except at outlets or accessible junction boxes. Splices and taps in wire size no. 8 AWG and smaller shall be made with "Wire Nuts". Installing covers of equivalent conductor shall install be applied so that no bare wire or cable will be exposed. Taps and splices in wire and cable size no. 6 AWG and larger shall be of the bolted pressure or hydraulic pressure type. Connectors shall be a non-ferrous material applied to the conductor by clamping with a minimum of two bolts for bolted pressure type, and provided with a phenolic insulating cover.

### 3.9 CLEAN UP

- A. The Contractor shall have all electrical rubbish and debris removed to a location on the premises as directed by the Owner. The Contractor shall remove all rubbish and debris from the premises.

All electrical equipment and materials installed by the Contractor shall be thoroughly cleaned and ready for use upon completion of the work.

### 3.10 TESTING

- A. The entire system shall be tested, demonstrated, and explained to such persons as the Owner and Engineer shall designate.
- B. The Contractor will be required to make the following checks, and tests with his instruments as required:
  - 1. Test to make sure that accidental grounds do not exist on any portion of the system before energizing the circuits.
  - 2. Motors shall be checked for proper direction of rotation and corrected if necessary.
  - 3. Grounds shall be checked and the resistance to ground shall not be more than outlined in the National Electrical Code.

END OF SECTION 260010

## SECTION 262716 – ELECTRICAL CABINETS & ENCLOSURES

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. The Contractor shall provide and install all hardware, labor, materials, and equipment required to provide a complete control panel, in strict accordance with the requirements of these plans and specifications.
- B. Equipment and Services Summary
  - (1) Lift station Control Panel, including all engineering design, start-up, and training, per the following specifications.

#### 1.2 QUALITY ASSURANCE

- A. Manufacturer's Qualifications
  - 1. It is the intent of these specifications that all control panel components be supplied by a single supplier. Controls shall not be assembled on site. System supplier shall be a UL 508 certified facility and shall be regularly engaged in the manufacture of controls for the municipal water industry. The system specified herein shall be the product of a manufacturer having at least ten years experience in the construction of such control equipment.
- B. Substitution Manufacturers
  - 1. All substitution manufacturers are required to be submitted in writing by the general contractor to the engineer no later than 5 days prior to the bid. Submissions directly to the engineer or owner shall not be accepted. Such submissions that fail to include a complete submittal as detailed below shall be deemed as unresponsive. The Engineer and/or Owner shall be the sole judge as to whether the alternate supplier and/or equipment is to be considered and approved equal. Approval of an alternate system by the Engineer or Owner shall not relieve the alternate system of strict adherence to these specifications. Pre-bid submittal for “unapproved” manufacturers shall include the following:
    - a. Electrical drawings.
    - b. A product performance sheet for each proposed component in the system including relays, circuit breakers, enclosures, etc.
    - c. Installation list of ten comparable projects with names and phone numbers of the owners and consulting engineers.
    - d. A list of exceptions to the contract specifications.
- C. Submittal Documentation
  - 1. Complete submittals shall be provided to the Engineer/Owner for review and approval prior to purchasing of equipment or equipment fabrication. Submittal data shall include the following:
    - 2. Drawings

A master wiring diagram for the control panel(s) shall be submitted for Engineer's review and approval before beginning construction. This diagram shall be drawn in standard ladder logic format. All ladder rungs shall be numbered in the left hand margin, and all relay contacts referenced to these numbers in the right hand margin. Each electrical node in the control schematic shall have a different wire number. A bill of materials and a layout drawing of the enclosure door/inner door/inner bracket components shall appear on this drawing with a listing of nameplates pertaining to the components. Submittal drawings may be on 11" x 17" paper.

3. Product Data

Included in the submittal package shall be data sheets of all equipment used in the control panel, as listed in the bill of materials.

D. As-Built Documentation

1. Complete as-built documentation shall be provided to the Engineer/Owner upon project completion. As-Built data shall include the following:

2. Drawings

Final As-Built drawings shall be on full-size 24" x 36" paper, as required. Five (5) sets shall be provided. An additional full-size as-built drawing shall be placed in the control panel.

A waterproof reduced copy of the master "as built" wiring diagram shall be laminated in clear plastic and permanently fastened to the inside of the panel door.

E. Start-up

1. Provide on-site start-up of supplied equipment.

F. Training

1. An on-site training program shall be provided to employees as selected by the Owner, as pertains to supplied equipment, see Section 017900 – Demonstration and Training. The objective of the training is to provide a common working knowledge concerning the operation of the system. Training shall be broken into sections as follows:

2. Include one (1) four-hour training session provided at the completion of start-up.

G. Warranty

1. System warranty shall be for a period of 1 year commencing upon successful completion of startup. Warranty includes parts and labor for all equipment/services provided against defects in material and workmanship.

H. Electric Service

1. Available service is 230 single phase. The pumps are 230V three phase. A VFD will be required for phase conversion.

## PART 2 – CONTROL SYSTEM OPERATION

### 2.1 OVERVIEW

A. This panel shall control (2) pumps.

## 2.2 EQUIPMENT CONTROL

A. The pump(s) shall be controlled through a panel-mounted “Hand-Off-Auto” switch.

a. Pump Hand-Off-Auto Switch

Hand: Pump shall be demanded and run continuously until the selector switch is turned to Off or Auto.

Off: Pump shall not be demanded.

Auto: Pump shall be controlled by a timer.

b. Operation

1. A Timer will be utilized in the “Auto” position.
2. Manual Operation will be utilized in the “Hand” position.
3. No Operation will be utilized in the “Off” position.

## PART 3 - EQUIPMENT

### 3.1 CONTROL PANELS SHALL MEET THE FOLLOWING SPECIFICATIONS:

A. ENCLOSURE

1. Enclosure shall be NEMA 3R basic construction.
2. Enclosure shall be two-door, wall mount. Enclosure shall be constructed of 12 gauge steel painted ANSI 61 grey. All hardware on exterior of enclosure shall be stainless steel.
3. Exterior door shall be held shut with padlockable, 3-point door latch. Padlock is to be provided by the Owner. All doors shall be mounted to the enclosure with continuous hinges.
4. All circuit breaker toggles, control switches, and elapsed time meters shall be mounted on or through the door. All panel wiring and equipment layout shall be performed per N.E.M.A. and J.I.C. specifications. N.E.C. gutter spacing shall be observed. A minimum of 6" additional D.I.N. rail shall be provided for future mounting expansion.

B. POWER DISTRIBUTION BLOCK

1. Provide a main power distribution block sized for incoming power to the panel. Each pole of the block shall be supplied with a clear cover for operator protection.
2. Power distribution block shall be manufactured by one of the following:
  - a. Ferraz Shawmut 63000, 67000, or 69,000 series
  - b. General Electric Company
  - c. Eaton Corporation

C. SURGE PROTECTION DEVICE

1. Provide a silicon oxide varistor surge/lightning suppressor connected to the power distribution block or incoming disconnect and sized for incoming voltage. Minimum ratings shall be 60,000 amps, 1500 Joules.

2. Surge suppressor shall be manufactured by one of the following:
  - a. Delta A Series
  - b. General Electric Company
  - c. Eaton Corporation

#### D. CIRCUIT BREAKERS

1. Provide individual, properly sized, thermal-magnetic circuit breaker for each load served. Combination circuit breaker and overload mechanism shall not be allowed. Circuit breakers for motors and other loads shall have a minimum rating of 10,000 AIC (230 vac breakers) or 14,000 AIC (480 vac breakers).

#### E. TERMINAL BLOCKS

1. Numbered terminal blocks shall be supplied for all field terminations. Current capacity of terminal strips shall be equal to the load served. Terminal blocks shall be suitable for minimum 12 AWG wire at not less than 300 volts.
2. Terminal blocks for control interface shall be manufactured by one of the following:
  - a. Entelec model 115116.07
  - b. General Electric Company
  - c. Eaton Corporation

#### F. SIGNAL LINE PROTECTOR

1. Signal line protectors shall be provided for each 4-20 mA instrumentation loop entering the enclosure (for outdoor enclosures) or entering the building (for indoor enclosures) if applicable.
2. Surge protector shall be as manufactured by one of the following:
  - a. Bourns
  - b. General Electric Company
  - c. Eaton Corporation

#### G. SELECTOR SWITCHES

1. Selector switches shall be 30 mm oil tight type with lever operators and 10 amp contacts. Knob operators shall not be accepted. Provide selector switches for the following functions (per pump where applicable):
  - a) "Hand-Off-Auto" (Three position)
2. Contact blocks shall be provided as required and shall be rated for a nominal voltage of 500 vac and 10 amps.
3. Control switches shall be manufactured by one of the following:
  - a. Eaton - Cutler-Hammer Series E34
  - b. General Electric Company
  - c. Siemens



4. Contact blocks shall be manufactured by one of the following:

- a. Eaton - Cutler-Hammer type 10250T
- b. General Electric Company
- c. Siemens

#### H. ELAPSED TIME METERS

1. Provide an elapsed time meter for the motor. Meter shall be 6-digit, non-resettable, reading in hours and tenths of hours.

2. Elapsed time meter shall be manufactured by one of the following:

- a. Fourth Dimension
- b. Schneider Electric
- c. Eaton Corporation

#### I. GROUND BUSS/LUGS

1. Provide a ground lug sized for incoming power ground near the power distribution block. Provide a ground lug sized for pump ground near pump power wire terminations. Provide a ground buss for control equipment grounding, minimum 6 termination points.

#### J. CORROSION INHIBITOR

1. Provide a corrosion inhibitor mounted inside the control panel.

2. Corrosion inhibitor shall be manufactured by one of the following:

- a. Hoffman #A-HCI-5E
- b. General Electric Company
- c. Eaton Corporation

#### K. WIRING

1. Power distribution wiring on the line side of panel fuses or circuit breakers shall be sized for the load served, minimum 12 AWG. Control wiring shall be minimum #16 gauge SIS type stranded wire for internal control panel circuits. All control wires shall be numbered at each termination corresponding to the master wiring diagram with clip-sleeve or heat-shrink type wire markers. Wrap-on or adhesive wire markers shall not be allowed. 120 vac wiring (except for neutrals) shall have red insulation. 120 vac neutral wiring shall have white insulation. 50 vac or less shall have yellow insulation. 12/24 vdc wiring shall have blue insulation.

#### L. NAMEPLATES

1. Provide adhesive backed printed nameplates for all internal devices such as contactors, circuit breakers, and relays. Provide engraved phenolic nameplates, black letters on white background, for door-mounted devices such as selector switches, push-buttons, circuit breaker toggles, and pilot lights. Nameplates shall be secured firmly to the panel.

#### M. CONDENSATION HEATER

1. A 100 watt (minimum), 120 VAC heater shall be provided to protect the enclosure from the harmful effects of condensation, corrosion and low temperatures. The heater shall be complete with an adjustable thermostat. Branch protection shall be provided.

N. CONTACTORS/OVERLOAD RELAY

1. A magnetic across the line horsepower/current rated motor contactor with ambient temperature compensated overload relay shall be provided for each motor load served.
2. Contactor shall be manufactured by one of the following:
  - a. Cutler Hammer CE 15 Series
  - b. General Electric Company
  - c. Siemens
3. Overload relay shall be manufactured by one of the following:
  - a. Cutler-Hammer #C316
  - b. General Electric Company
  - c. Siemens

O. RELAYS

1. Relays shall be general purpose plug-in relays with standard mounting configurations. The relays shall have the number of poles as shown on the drawings. The units shall have neon indicating lamp and test button integral to each relay. Relays shall be manufactured by one of following:
  - a. Schrack model MT
  - b. General Electric Company
  - c. Eaton Corporation

P. PILOT LIGHTS

1. Pilot lights shall be push-to-test, oil-tight industrial units utilizing 120-volt bulbs (unless otherwise specified). Lenses shall be colored as shown on the drawings. Control panel lights shall be modular construction as manufactured by one of the following:
  - a. Cutler Hammer E34RPB\*
  - b. General Electric Company
  - c. Siemens
2. Contact blocks shall be manufactured by one of the following:
  - a. Cutler-Hammer type 10250T.
  - b. General Electric Company
  - c. Siemens

LED type lights will not be acceptable. Provide pilot lights for the following functions (per pump where applicable):

Pump Run	Green
Pump Seal Fail	Amber

Q. SEAL FAIL RELAY

1. Provide a conductance actuated moisture sensing relay for each submersible pump controlled with field adjustable sensitivity. Seal Fail Relay shall be one of the following manufacturers:

- a. Syrelec model PNRU110A
- b. Eaton Corporation
- c. Siemens

R. RECEPTACLE

- 1. Provide a 15-amp G.F.I. duplex receptacle connected to a separate circuit breaker, as described elsewhere, and mounted on the outside of the enclosure.

W. Cabinet Cooler/Fan

- 1. A cabinet cooler sized appropriately to dissipate heat in the cabinet shall be provided and installed in the enclosure.
- 2. Unit shall be controlled by a thermostat in the control panel.
- 3. Cabinet cooler shall be one of the following manufacturers:
  - a. Pfannenberg
  - b. Eaton
  - c. Siemens
- 4. Cabinet cooler shall be capable of maintaining VFD within acceptable operating temperatures.

PART 4 – INSTALLATION

4.1 GENERAL

- A. Equipment shall be installed per manufacturer's instructions and control panel drawings with a complete installation of equipment listed above. Holes should only be punched in bottom of enclosures for conduit entry, etc., where applicable, so as to prevent water from entering enclosure. Where bottom entry is not possible, conduit installation shall be made water-tight by threaded openings and/or gasketed hubs.
- B. All equipment to be stored shall be protected against damage at all times. Equipment shall be stored in a clean, dry environment with temperature and humidity within the range as specified by the controller manufacturer.

4.2 WIRE TERMINATION

- A. Prior to start-up, all wires shall be properly terminated in control panel at terminal blocks, and at equipment external to the control panel, as indicated in the drawings, unless otherwise specified by the Owner.

4.3 CLEAN-UP

- A. Upon completion, project site shall be cleaned up and left free of all “junk” electrical equipment (wire, conduit, unistrut, etc.). Enclosure shall be wiped free of any mud or other debris. Work area shall be left in a professional manner, presentable to the owner.

END OF SECTION 262716

## SECTION 266210- VARIABLE FREQUENCY DRIVES

### PART 1 – GENERAL

#### 1.1 WORK INCLUDED

- A. This specification defines the minimum requirements for Variable Frequency Drives (VFD) and accessories for speed control of either constant or variable torque loads.

#### 1.2 Related Work: None.

#### 1.3 References:

- A. UL 508C
- B. CE
- C. NEC
- D. Canadian Underwrites Laboratory (cUL)
- E. ISO 9001
- F. IEEE519-1992

### PART 2 – PRODUCTS

#### 2.1 Acceptable Manufacturers:

- A. DANFOSS
- B. ABB
- C. Siemens

#### 2.2 GENERAL

- A. Furnish complete VFD as specified herein or in the equipment schedule for loads designated to be variable speed. VFD's shall be user-selectable for either constant or variable torque loads.
- B. **The VFD shall convert incoming fixed frequency single-phase AC power into a variable frequency and voltage for controlling the speed of three-phase AC induction motors.** The VFD shall be UL-listed for Single Phase operation. De-rating the VFD for operation on other than UL-labeled voltages shall not be acceptable. The VFD shall be a six-pulse input design. The VFD shall be of a PWM output design utilizing current IGBT inverter technology and voltage vector control of the output PWM waveform and shall output a waveform that closely approximates a sine wave.
- C. The VFD shall produce an output waveform capable of handling maximum motor cable distances of up to 1,000 ft. (unshielded) without tripping or derating.
- D. The VFD shall utilize VVC<sup>PLUS</sup>, an output voltage-vector switching algorithm, or equivalent, in both variable and constant torque modes. VVC<sup>PLUS</sup> provides rated RMS fundamental voltage from the VFD. This allows the motor to operate at a lower temperature rise, extending its thermal life. VFD's that cannot produce rated RMS fundamental output voltage or require the input voltage to be increased above motor nameplate value to achieve rated RMS fundamental

output voltage are not acceptable. VFD's that utilize Sine-Coded PWM or Look-up tables shall not be acceptable.

- E. An Automatic Energy Optimization (AEO) selection feature shall be provided in the VFD to minimize energy consumption in variable torque applications. This feature shall optimize motor magnetization voltage and shall dynamically adjust output voltage in response to load, independent of speed. Output voltage adjustment based on frequency alone is not acceptable for single motor VT configurations.
- F. The VFD shall be capable of operating the following motor constructions: asynchronous machines as well as permanent magnet (non salient) and synchronous reluctance motors (SynRM).
- G. An Automatic Motor Adaptation (AMA) function shall measure motor stator resistance and reactance to optimize performance and efficiency for all motor constructions. It shall not be necessary to spin the motor shaft or de-couple the motor from the load to accomplish this optimization. Additionally, the parameters for motor resistance and motor reactance shall be user-programmable.
- H. The VFD selected must be able to source the motor's full load nameplate amperage (fundamental RMS) on a continuous basis, and be capable of running the motor at its nameplate RPM, voltage, current, and slip without having to utilize the service factor of the motor.
- I. The VFD shall offer a programmable motor parameter that allows the total number of poles of a motor to be programmed to optimize motor performance.
- J. VFD shall automatically boost power factor at lower speeds.
- K. The VFD will be capable of running either variable or constant torque loads. In variable torque applications, the VFD shall provide a CT-start feature and be able to provide full torque at any speed up to the base speed of the motor. In either CT or VT mode, the VFD shall be able to provide its full rated output current continuously and 110% of rated current for 60 seconds.
- L. A high overload mode of the 3-phase VFD shall enable the drive to provide at least 150% of the rated current for the overload mode or 110% of the rated current for the normal overload as required.
- M. Switching of the input power to the VFD shall be possible without interlocks or damage to the VFD at a minimum interval of 2 minutes.
- N. Switching of power on the output side between the VFD and the motor shall be possible with no limitation or damage to the VFD and shall require no additional interlocks.
- O. The VFD shall have temperature controlled cooling fans for quiet operation, minimized internal losses, and greatly increased fan life.
- P. The VFD shall include an integral RFI filter conforming to the A2 standard as a minimum. VFD enclosures shall be made of metal to minimize RFI and provide additional immunity.
- Q. VFD shall provide full galvanic isolation with suitable potential separation from the power sources (control, signal, and power circuitry within the drive) to ensure compliance with PELV

requirements and to protect PLC's and other connected equipment from power surges and spikes.

- R. All inputs and outputs shall be optically isolated. Isolation boards between the VFD and external control devices shall not be required.
- S. There shall be six fully programmable digital inputs for interfacing with the systems external control and safety interlock circuitry. Two of these inputs shall be programmable as inputs or outputs.
- T. The VFD shall have two analog signal inputs. Inputs shall be programmable for either 0 -10V or 0/4-20 mA.
- U. One programmable analog output shall be provided for indication of the drive status. This output shall be programmable for output speed, voltage, frequency, motor current and output power. The analog output signal shall be 0/4-20 mA.
- V. The VFD shall provide two user programmable relays with 75 selectable functions. Two form 'C' 230VAC/2A rated dry contact relay outputs shall be provided.
- W. The VFD shall accept a N.C. motor over-temperature switch input, as well as possess the capability to accept a motor thermistor input.
- X. Run permissive circuit shall be provided to accept a "system ready" signal to ensure that the VFD does not start until isolation valves, seal water pumps or other types of auxiliary equipment are in the proper state for VFD operation. The run permissive circuit shall also be capable of sending an output signal as a start command to actuate external equipment before allowing the VFD to start.
- Y. The VFD shall be equipped with a standard RS-485 serial communications port and front-of-drive accessible USB port.
- Z. A Windows® compatible software program to display all monitoring, fault, alarm, and status signals shall be available. This software program shall allow parameter changes, storage of all VFD operating and setup parameters, and remote operation of the VFD. The software shall connect to the VFD with a standard USB cable.

### 2.3 CONDITION BASED MONITORING

- A. The VFD shall provide continuous, real time Condition Based Monitoring, to include but not limited to, the following;
  - 1. Vibration level monitoring. Having a vibration transmitter mounted and connected to the drive, the drive shall perform advanced monitoring by correlating the transmitter signal with motor speed. The drive will detect faults and give early warning information on the health state of the system to prevent functional failure. The drive shall have a programmable learning period where baseline vibration signals are mapped motor versus speed, allowing the drive to learn what are "standard conditions". Under normal operations, if the vibration threshold levels according to ISO10816 are exceeded, the drive shall be programmable for a warning or a fault condition, protecting the motor/pump/fan system.

2. Motor Stator Winding Condition. The drive shall monitor the condition of the motor stator windings, via the use of internal signal processing. Should a winding fault begin to develop, the drive will indicate a programmable warning and/or fault condition.
3. Performance Envelope Monitoring. The drive, through internal signal processing, shall monitor the performance of the motor and the drive shall have a programmable learning period where it will develop a baseline load envelope. Under normal working conditions, should the drive detect the motor is operating outside of this established load envelope, the drive can be programmed to enter a warning and/or fault condition. This performance load envelope shall be monitored continuously and in real time, not requiring additional sensor devices.
4. These Condition Based Monitoring functions shall function on their own, internal to the drive without the need for external cloud-based services. The drive shall have the capability to upload these performance variables to the Cloud, without requiring any fee-based subscription services.

## 2.4 HARMONICS

- A. The VFD shall provide internal DC link reactors to minimize power line harmonics and to provide near unity power factor. DC Link reactor shall be installed so that power fluctuations to the DC Capacitors shall be reduced to increase Capacitor life. VFD's without a DC link reactor shall provide a 5% impedance line side reactor and provide spare capacitors.

## 2.5 Protective Features:

- A. VFD shall have input surge protection utilizing MOV's, spark gaps, and Zener diodes to withstand surges of 2.3 times line voltage for 1.5 msec.
- B. Printed Circuit boards shall be conformal coated to reduce the corrosion effect from environmental gases and other conditions. The conformal coating must meet IEC 61721-3-3, Class 3C2.
- C. VFD shall include circuitry to detect phase imbalance and phase loss on the input side of the VFD.
- D. VFD shall include current sensors to monitor all three-output phases to detect and report phase loss or unbalance or other power issues to the motor. The VFD will identify which of the output phases is low or lost.
- E. VFD shall auto-derate the output voltage and frequency to the motor if an input phase is lost. This result will maintain operation without decreasing the life expectancy of the VFD. The use of this feature shall be user selectable and export a warning during the event.
- F. VFD shall auto-derate the output voltage and frequency to the motor in the presence of sustained ambient temperatures higher than the normal operating range, so as not to trip on an inverter temperature fault. The use of this feature shall be user-selectable and a warning will be exported during the event. Function shall reduce switching frequency before reducing motor speed.

- G. VFD shall auto-derate the output frequency by limiting the output current before allowing the VFD to trip on overload. The speed of the load can be reduced, but not stopped.

## 2.6 Interface Features:

- A. VFD shall provide an alphanumeric backlit display keypad (LCP) which may be remotely mounted using a standard 9-pin cable. VFD may be operated with keypad disconnected or removed entirely. Keypad may be disconnected during normal operation without the need to stop the motor or disconnect power to the VFD.
- B. VFD Keypad shall feature an INFO key that, when pressed, shall display the contents of the programming manual for the parameter that is currently viewed on the display. The description shall explain the feature and how the settings can be made by the operator.
- C. OPTIONAL: VFD shall feature a Wireless Keypad which connects via WIFI to a Smart Phone/Tablet running the “MyDriveConnect” App. Full VFD operations and programming shall be provided using this App.
- D. VFD shall display all faults in plain text; VFD’s which can display only fault codes are not acceptable.
- E. The keypad shall feature a 6-line graphical display and be capable of digitally displaying up to five separate operational parameters or status values simultaneously (including process values with the appropriate engineering unit) in addition to Hand/Off/Auto, Local/Remote, and operating status.
- F. Two lines of the display shall allow “free text programming” so that a site description or the actual name of the equipment being controlled by the VFD can be entered into the display.
- G. Keypad shall provide an integral H-O-A (Hand-Off-Auto) and Local-Remote selection capability, and manual control of speed locally without the need for adding selector switches, potentiometers, or other devices.
- H. All VFD’s shall be of the same series, and shall utilize a common control card and LCP (keypad/display unit) throughout the rating range. The control cards and keypads shall be interchangeable through the entire range of drives used on the project.
- I. VFD keypad shall be capable of storing drive parameter values in non-volatile RAM uploaded to it from the VFD, and shall be capable of downloading stored values to the VFD to facilitate programming of multiple drives in similar applications, or as a means of backing up the programmed parameters.
- J. VFD Display shall have the ability to display 5 different parameters pertaining to the VFD or the load including: current, speed, DC bus voltage, output voltage, input signal in mA, or other values from a list of 92 different user-selectable parameters.
- K. VFD display shall indicate which digital inputs are active and the status of each relay.
- L. It shall be possible to toggle between three status read-out screens by pressing the [Status] key. Various operating variables, even with different formatting, can be shown in each status screen.



- M. VFD display shall indicate the value of any voltage or current signal, including the engineering units of measurement, connected to the analog input terminals.
- N. VFD display shall indicate the value of the current at the analog output terminals, including the engineering units of measurement.
- O. A red FAULT light, a yellow WARNING light and a green POWER-ON light shall be provided. These indications shall be visible both on the keypad and on the VFD when the keypad is removed.
- P. Two-level password protection shall be provided to prevent unauthorized changes to the programming of the VFD. The parameters can be locked via a digital input and/or the unit can be programmed not to allow an unauthorized user to change the parameter settings.
- Q. A quick setup menu with factory preset parameters shall be provided on the VFD to facilitate commissioning. Use of macros shall not be required.
- R. The software of the VFD shall include a dialogue based set-up wizard which allows the user to configure common water and waste water applications.
- S. A digital elapsed time meter and kilowatt hour meter shall be provided in the display.
- T. VFD shall offer as standard an internal clock. The internal clock can be used for: Timed Actions, Energy Meter, Trend Analysis, date/time stamps on alarms, Logged data, Preventive maintenance, or other uses. It shall be possible to program the clock for Daylight Saving Time / summertime, weekly working days or non-working days including 20 exceptions (holidays, etc.). It shall be possible to program a Warning in case the clock has not been reset after a power loss.
- U. Option: A battery back-up shall be provided to maintain internal clock operation during power interruptions. Battery life shall be no less than 10 years of normal operation.
- V. Option: VFD shall accept an external 24 VDC power connection to keep control logic powered in the event of a power failure. Back-up power shall keep communications, PID Loops, and drive logic operational until main power is restored.
- W. The VFD shall store in memory the last 10 faults with time stamp and recorded data.
- X. The display (keypad, local control panel) and the software interface of the VFD shall be the same regardless of its power size.

## 2.7 Software Features:

- A. The VFD shall have an adjustable output switching frequency.
- B. Four complete programming parameter setups shall be provided, which can be locally selected through the keypad or remotely selected via digital input(s), allowing the VFD to be programmed for up to four alternate control scenarios without requiring parameter changes.

- C. In each programming set up, independent acceleration and deceleration ramps shall be provided. Acceleration and deceleration time shall be adjustable over the range from 0 to 3,600 seconds to base speed.
- D. The VFD shall have four programmable “Bypass frequencies” with adjustable bandwidths to prevent the driven equipment from running at a mechanically resonant frequency. The feature shall offer a Semi-Automatic program to simplify the set-up.
- E. In each programming setup, independent current limit settings, programmable between 50% and 110% of the drives output current rating, shall be provided.
- F. PID parameter settings shall be adjustable while the VFD is operating, to aid in tuning the control loop at start up. The VFD will also be capable of simultaneously displaying set-point reference and feedback values with appropriate engineering units, as well as output frequency, output current, and run status while programming the PID function.
- G. The VFD will include a “loss of follower” function to detect the loss of process feedback or reference signals with a live-zero value and a user-selectable choice of responses (go to set speed, min speed, max speed, stop, stop, and trip).
- H. A Sleep Mode function shall be provided to reduce wear and heating of the pump and other equipment in periods where system demand is minimal. This function will operate in both open and closed loop modes:
  - 1. In closed loop process control, when the output speed drops to a user-programmed minimum value (“sleep frequency”) for a specified time (“sleep mode timer”), the drive will enter a sleep mode and either go into standby, or boost mode before entering standby. The drive shall automatically restart the motor once the output of the PID processor exceeds a programmable value “wake up frequency”.
    - a) Boost mode shall prevent short-cycling of the motor by temporarily adjusting the set-point by a user-programmable percentage. Upon reaching this value, the unit will go into standby.
  - 2. In open loop, the drive shall be capable of entering sleep mode if the input reference drops below a user-programmable value. When the input reference increases above a user-programmable reference, the drive will automatically start.
- I. An initial ramp function shall be available to provide a user-selectable ramp, up to 60 seconds, for applications requiring a faster or slower ramp than the normal ramp.
- J. A Dual Ramp feature shall include a Check Valve Ramp and a final Ramp feature. The Check Valve Ramp shall be programmable to gently seat a check valve and reduce the potential of damage from excess pressure while shutting-down the system. Both time and end speed shall be programmable. On the Final Ramp, the VFD shall be programmable to quickly stop the motor after seating of a check valve or for a more rapid stopping than the normal ramp down setting.
- K. VFD shall offer up to 4 separate PID controllers. One controller shall operate the drive in closed loop, while the other 3 provide control signals to other equipment. VFD’s with PI controllers only are not acceptable.

- L. An Auto-tuning PI controller output feature shall provide automated PI controller settings. Once the user accepts the settings, the VFD will save the settings to memory.
- M. The software of the VFD shall include a function which allows to start (and stop) an external lubrication device prior to starting the connected motor, after the motor has been stopped or while the motor is running.
- N. An empty pipe fill mode shall be available to fill an empty pipe in a short period of time, and then revert to the PID controller for stable operation. Pipe fill mode shall have a programmable time to reduce water hammer in the system or fill the pipe at a unit per time rate.
- O. Automatic “No-Flow Detection” shall be available to detect a no-flow situation in pump systems where all valves can be closed. This shall be functional in closed loop control or when controlled by an external signal.
- P. Dry-pump detection shall be available to detect if the pump has run dry. If this condition occurs, the drive will be safely stopped. A timer shall be included to prevent nuisance tripping.
- Q. End-of-Pump curve detection shall stop motor when the pump is operating outside of its programmed pump curve.
- R. The software of the VFD shall include a self-cleaning (De-Ragging) feature for pumps. This feature shall be available as preventative measure which means that the self-cleaning feature can be initiated at each start, at each stop or at both and as scheduled action. The software shall also allow the user to define the conditions for a self-cleaning event (logic rules). Additionally it shall be possible to program the drive in a way that it detects the condition for a self-cleaning sequence based on deviations in the power consumption of the motor automatically.
- S. The software of the VFD shall include a feature which stops the motor while starting up if an external device hasn’t confirmed flow. It shall be programmable in a way that it monitors the digital signal of this device also during the entire operating cycle of the pump.
- T. The VFD shall provide a flow compensation program to reduce energy by adjusting the set point to match changes in flow (friction loss). Flow compensation shall also operate in Cascade control mode.
- U. The VFD shall have a motor preheat function with the ability to be programmed to induce a small amount of current to the motor whenever it is at rest. This will prevent condensation inside the motor and help to extend its life without the need for space heaters or other external equipment.
- V. The VFD will include a user-selectable Auto-Restart function that enables the VFD to power up in a running condition after a power loss, to prevent the need to manually reset and restart the VFD.
- W. The VFD will include a user-selectable Reset function, which enables the selection of between zero and twenty restart attempts after any self-clearing fault condition (under-voltage, over-voltage, current limit, inverter overload, and motor overload), or the selection of an infinite number of restart attempts. The time between restart attempts shall be adjustable from 0 through 600 seconds.

- X. An automatic “on-delay” function may be selected from 0 to 120 seconds.
- Y. VFD shall catch a rotating motor operating either in forward or reverse at up to full speed.
- Z. Common application features and related parameters shall be accessible directly through a separate menu.
- AA. Up to 50 selected parameters and settings shall be accessible directly via a separate, user-defined menu.
- BB. The software of the VFD shall allow to program up to 10 free texts which can be shown on the display of the keypad as info, warnings, or alarms. The conditions or triggers for displaying these texts shall be programmable by the user. The number of the info, warning or alarm shall also be available as status word, warning word or alarm word.

## 2.8 Service Conditions:

- A. The ambient operating temperature of the VFD shall be -10°C to 50°C (14 to 122°F), with a 24-hour average not to exceed 45°C. Storage temperatures shall be -13° F (-25° C) to 149/158° F (65/70° C). Enclosure ratings of IP55/66 shall allow for operations in temperatures as low as -25° C
- B. 0 to 95% relative humidity, non-condensing.
- C. Elevation to 3,300 feet (1000 meters) without derating.
- D. VFD shall provide full torque to the motor, given input voltage fluctuations of up to +10% to -15% of the rated input voltage (525 to 690VAC, 380 to 480VAC, or 200 to 240VAC). Line frequency variation of ± 2% shall be acceptable.
- E. No side clearance shall be required for cooling of the units.

## PART 3 – EXECUTION

### 3.1 Submittals:

- A. Submit manufacturer's performance data including dimensional drawings, power circuit diagrams, installation and maintenance manuals, warranty description, VFD's FLA rating, certification agency file numbers, catalog information and catalog cut-sheets for all major components.
- B. All drawings shall be in an 8.5 X 11” reproducible format, and incorporate the manufacturer’s title block on the drawing.
- C. This specification lists the minimum VFD performance requirements for this project. Each supplier shall list any exceptions to the specification. If no departures from the specification are identified, the supplier shall be bound by the specification.
- D. Three copies of all submittals shall be provided.
- E. Submit a computer generated Harmonic Distortion Analysis for the jobsite location.

### 3.2 Quality Assurance:

- A. The manufacturer shall be both ISO-9001 and ISO-14001 certified.
- B. All products shall be CE marked; UL labeled, and meet the requirements of UL-508C and maintain cUL.
- C. To ensure quality and minimize infant-mortality failures on the jobsite, each VFD shall be completely tested by the manufacturer. The VFD shall operate a dynamometer at full load and speed under elevated temperature conditions.
- D. All optional features shall be functionally tested at the factory for proper operation.
- E. Factory test documentation shall be available upon request.

### 3.3 Examination:

- A. Contractor to verify that job site conditions for installation meet factory recommended and code-required conditions for VFD installation prior to start-up, including clearance spacing, temperature, contamination, dust, and moisture of the environment. Separate EMT conduit installation of the motor wiring, power wiring, and control wiring, and installation per the manufacturer's recommendations shall be verified.
- B. The VFD is to be covered and protected from installation dust and contamination until the environment is cleaned and ready for operation. The VFD shall not be operated while the unit is covered.

### 3.4 Start-up and Warranty

- A. A factory-authorized service technician shall perform start-up on each drive. ("Start up" shall not include installation or termination of either power or control wiring.) The service technician shall perform start-up on up to 8 drives per day. Start-up costs provided with the bid shall include time and travel for the estimated number of visits required, but shall not be less than at least one half-day with travel. Additional labor or return trips to the site shall be billed at Danfoss' published straight-time rates. Upon completion, a start up service report shall be provided.
- B. A 6-year on-site warranty shall be provided such that the owner is not responsible for any warranty costs including travel, labor, parts, or other costs for a full 6 years from the date of manufacture of the Drive. The warranty shall cover all Drive failures including line anomalies – including lightning strikes, load anomalies, accidental exposure to moisture or corrosives and accidental collision of other physical damage; product misapplications, vandalism and chronic problems due to the misapplication are not covered. The cost of the warranty shall be included in the bid.

**END OF SECTION 266210**

## **SECTION 311000 - SITE CLEARING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes
  - 1. Cleaning site of debris, grass, trees, and other plant life in preparation for site or building earthwork.
  - 2. Protection of existing structures, trees, or vegetation indicated on the Construction Drawings to remain.

#### **1.2 ENVIRONMENTAL REQUIREMENTS**

- A. Construct temporary erosion control systems as shown on Construction Drawings to protect adjacent properties and water resources from erosion and sedimentation, or as directed by Owner, Engineer, or local or state authority.
- B. In event that sitework on this project will disturb 1 or more acres; Contractor shall not begin construction without "National Pollution Discharge Elimination System" (NPDES) permit governing discharge of storm water from site for entire construction period. NPDES permit requires SWPPP to be in place during construction.
- C. Contractor shall conduct storm water management practices in accordance with NPDES permit and shall enforce action taken or imposed by Federal or State agencies, including cost of fines, construction delays, and remedial actions resulting from Contractor's failure to comply with provisions of NPDES permit.

#### **1.3 PROJECT CONDITIONS**

- A. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as reasonably practical.
- B. Access to adjacent properties by driveway/roadway will be maintained at all times during demolition, clearing, and construction.

### **PART 2 - PRODUCTS**

NOT USED

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Identify existing plant life that is to remain and verify clearing limits are clearly tagged, identified, and marked in such manner as to ensure their protection throughout construction operations.

#### **3.2 PROTECTION**

- A. Locate, identify, and protect existing utilities that are to remain.
- B. Protect trees, plant growth, and features designated to remain as part of final landscaping.
- C. Conduct operations with minimum interference to public or private accesses and facilities. Maintain ingress and egress at all times and clean or sweep roadways daily as required by governing authority. Dust control shall be provided with sprinkling systems of equipment provided by Contractor.
- D. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by a licensed land surveyor and replaced, as necessary, in kind.
- E. Provide traffic control as required, in accordance with the US Department of Transportation's "Manual on Uniform Traffic Control Devices" and applicable state highway department requirements.

### **3.3 EQUIPMENT**

- A. Material shall be transported to and from the project site using well-maintained and operating vehicles. Transporting vehicles operating on site shall stay on designated haul roads and shall not endanger improvements by rutting, overloading, or pumping.

### **3.4 CLEARING**

- A. Clear areas required for access to site and execution of work.
- B. Unless otherwise indicated on Construction Drawings, remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with installation of new construction. Removal includes digging out stumps and roots. Depressions caused by clearing and grubbing operations shall be filled to subgrade elevation to avoid ponding of water. Satisfactory fill material shall be placed in accordance with the Earthwork section.
- C. All hardwood vegetation (trees) is to be chipped or mulched and disposed of at a site suitable for handling such material according to state law and regulations.
- D. Remove grass, plant life, stumps, and other construction debris from site to dump site that is suitable for handling such material according to state laws and regulations.
- E. Cut heavy growths of grass from areas before stripping and topsoil removal and remove cuttings with remainder of cleared vegetative material.

**END OF SECTION 311000**

## SECTION 312000 - EARTHWORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Trenching and backfilling for utilities.
  2. Dewatering.

#### 1.2 QUALITY ASSURANCE

- A. An Independent Testing Laboratory (ITL), selected and paid for by the Owner, will be retained to perform construction testing on site.
1. The ITL shall prepare test reports that indicate test location, elevation data, and test results. Owner, Engineer, and Contractor shall be provided with copies of reports within 96 hours of time that test was performed. In event that test performed fails to meet Specifications, the independent testing laboratory shall notify Owner and Contractor immediately.
  2. Costs related to retesting due to failures shall be paid for by the Contractor at no additional expense to Owner. Contractor shall provide free access to site for testing activities.
  3. Quality assurance testing will be conducted in accordance with Paragraph "Field Testing" in Part 3 hereinafter.

#### 1.3 DEFINITIONS

- A. Satisfactory Materials: ASTM D 2487 soil classification groups GW, SW, SP, SM, ML, CL, or a combination of these group symbols.
1. Fill material shall further conform to the plasticity index and liquid limits (PI and LL) specified in Paragraph FILLING hereinafter.
  2. Satisfactory materials shall contain no debris, waste, frozen materials, vegetation, and other deleterious matter.
  3. The following table stipulates maximum allowable values for plasticity index (PI) and liquid limit (LL) of satisfactory materials to be used as fill in specified areas:

<u>Location with respect to subgrade</u>	<u>PI</u>	<u>LL</u>
All Areas	15	45

- B. Unsatisfactory Materials: Materials which do not comply with the requirements for satisfactory materials are unsatisfactory.
1. Unsatisfactory materials also include man-made fills; trash; refuse; backfills from previous construction; and material classified as satisfactory materials which contains root and other organic matter or frozen material. The ITL shall be notified of any contaminated materials.
  2. Unsatisfactory materials also include satisfactory materials not maintained within 2 percent of optimum moisture content at time of compaction.
- C. Solid Rock: Solid Rock shall be as defined in Section 312100.

#### 1.4 SUBMITTALS

- A. Submit name of each material supplier and specific type and source of each material. Change in source throughout project requires approval of Owner.



- B. Shop drawings or details pertaining to site utilities are not required unless required by regulatory authorities or unless uses of materials, methods, equipment, or procedures that are contrary to The Drawings or Specifications are proposed. Do not perform work until Owner has accepted required shop drawings.
- C. Submit certification that all material obtained from off-site sources complies with specification requirements.
- D. Shop drawings or details pertaining to excavating and filling are not required unless otherwise shown on the Drawings or if contrary procedures to Construction Documents are proposed.
- E. Contact utility companies and determine if additional easements will be required to complete project.

## **PART 2 - PRODUCTS**

### **2.1 SOIL AND ROCK MATERIALS**

- A. Trench Backfill: ASTM D 2321 unless otherwise specified or shown on the drawings.
- B. Bedding: Aggregate Type as indicated on the plans, or fine, clean, durable particles of sand or crushed stone. Crushed stone used for this purpose shall consist of materials passing a 1-inch sieve to dust.
- C. Fill and Backfill. Satisfactory materials excavated from the site.
- D. Imported Fill Material: Satisfactory material provided from offsite borrow areas when sufficient satisfactory materials are not available from required excavations.
- E. Drainage Fill: Washed, narrowly graded mixture of 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.
- F. Topsoil: Topsoil shall consist of stripping material excavated from the site. Topsoil shall consist of organic surficial soil found in depth of not more than 6-inches. Topsoil shall be as further defined in the specifications.

### **2.2 EQUIPMENT**

- A. Transport off-site materials to project using well-maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger improvements by rutting, overloading, or pumping.

### **2.3 SOURCE QUALITY CONTROL**

- A. Following tests shall be performed on each type of on-site or imported soil material used as compacted fill:
  - 1. Moisture and Density Relationship: ASTM D 698 or ASTM D 1557.
  - 2. Mechanical Analysis: AASHTO T 88 or ASTM D422.
  - 3. Plasticity Index: ASTM D 4318.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Identify required lines, levels, contours, datum, elevations, and grades necessary for construction as shown on the drawings.
- B. Notify utility companies to remove or relocate public utilities that are in conflict with proposed improvements.
- C. Protect plant life, lawns, fences, existing structures, sidewalks, paving, and curbs, unless otherwise noted on the drawings from excavating equipment and vehicular traffic.
- D. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.
- E. Remove from site, material encountered in grading operations that, in opinion of Owner or the Owner's Independent Testing Laboratory (ITL) is unsatisfactory material or undesirable for backfilling, subgrade, or foundation purposes. Dispose of in manner satisfactory to Owner and local governing agencies. Backfill areas with layers of satisfactory material and compact as specified herein.
- F. Locate and identify utilities that have previously been installed and protect from damage.
- G. Locate and identify existing utilities that are to remain and protect from damage.
- H. Maintain in operating condition existing utilities, previously installed utilities, and drainage systems encountered in utility installation. Repair surface or subsurface improvements shown on The Drawings.
- I. Verify location, size, elevation, and other pertinent data required making connections to existing utilities and drainage systems as indicated on The Drawings.
- J. Over excavate and properly prepare areas of subgrade that are not capable of supporting proposed systems.

### **3.2 DEWATERING**

- A. General:
  - 1. Maintain site using accepted and professional methods consistent with current industry practice to eliminate water entering the excavation under hydrostatic head from the bottom or sides. Design system to prevent differential hydrostatic head, which would result in floating out soil particles in a manner, termed as a "quick" or "boiling" condition. System shall not be dependent solely upon sumps or pumping water from within the excavation where differential head would result in a quick condition, which would continue to worsen the integrity of the excavation's stability.
  - 2. Maintain site to prevent ground and surface water flow into the excavation and to allow Work to be installed in a dry condition.
  - 3. Control, by acceptable means, all water regardless of source. Contractor shall be responsible for disposal of the water.
  - 4. Confine discharge piping or ditches to available easement or to additional easement obtained by Contractor. Provide necessary permits or easement.
  - 5. Control groundwater in a manner that preserves strength of foundation soils, does not cause instability or raveling of excavation slopes, and does not result in damage to existing structures.

6. Commence dewatering prior to any appearance of water in excavation and continue until Work is complete to the extent that no damage results from hydrostatic pressure, flotation, or other causes.
  7. Open pumping with sumps and ditches will be allowed provided it does not result in boils, loss of fines, softening of the ground, or instability of slopes.
  8. Control grading around excavations to prevent surface water from flowing into excavation areas.
  9. No additional payment will be made for any supplemental measures to control seepage, groundwater, or artesian head.
- B. Damages:
1. Contractor shall be responsible for and shall repair any damage to work in place, other contractor's equipment, utilities, residences, highways, roads, railroads, private and municipal well systems, adjacent structures, natural resources, habitat, existing wells, and the excavation. Contractor responsibility shall also include, damage to the bottom due to heave and including but not limited to, removal and pumping out of the excavated area that may result from Contractor's negligence, inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.
  2. Remove subgrade materials rendered unsatisfactory by excessive wetting and replace with approved backfill material at no additional cost to the Owner.
- C. Maintaining Excavation in Dewatering Condition:
1. Dewatering shall be a continuous operation. Interruptions due to power outages, or any other reason will not be permitted.
  2. Continuously maintain excavation in a dry condition with positive dewatering methods during preparation of subgrade, installation of pipe, and construction of structures until the critical period of construction or backfill is completed to prevent damage of subgrade support, piping, structure, side slopes, or adjacent facilities from flotation or other hydrostatic pressure imbalance.
  3. Provide standby equipment on site, installed, wired, and available for immediate operation if required to maintain dewatering on a continuous basis in the event any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, perform such work as may be required to restore damaged structures and foundation soils at no additional cost to Owner.
- D. System Removal: Upon completion of the work, remove dewatering equipment from the site, including related temporary electrical service.

### **3.3 TOPSOIL EXCAVATION**

- A. Cut heavy growths of grass from areas before stripping and remove cuttings with remainder of cleared vegetative material.
- B. Strip topsoil to a depth of not less than 6 inches from areas that are to be filled, excavated, landscaped, or re-graded to such depth that it prevents intermingling with underlying subsoil or questionable material.
- C. Stockpile topsoil in storage piles in areas shown on The Drawings or where directed by Owner. Construct storage piles to freely drain surface water. Cover storage piles as required to prevent windblown dust. Dispose of unsuitable topsoil as specified for waste material, unless otherwise specified by Owner. Remove excess topsoil from site unless specifically noted otherwise on The Drawings.

### **3.4 GENERAL EXCAVATION**

- A. Classification of Excavation:
  - 1. The contractor shall assure himself by site investigation or other necessary means that he is familiar with the type, quantity, quality, and character of excavation work to be performed. Excavation shall be considered Class “A” excavation, except at indicated in the Contract Documents.
  - 2. Solid Rock (Class “B”) Excavation is specified in Section 312100.
- B. The decision of the Engineer shall be final in determining the classification of excavation.
- C. When performing grading operations during periods of wet weather, provide adequate dewatering, drainage and ground water management to control moisture of soils.
- D. Shore, brace, and drain excavations as necessary to maintain excavation as safe, secure, and free of water at all times.
- E. Place satisfactory excavated material into project fill areas.
- F. Unsatisfactory excavated material shall be disposed of in manner and location that is acceptable to Owner and local governing agencies.
- G. Perform excavation using capable, well-maintained equipment and methods acceptable to Owner and local governing agencies.

### **3.5 TRENCHING EXCAVATION FOR UTILITIES**

- A. Contact local utility companies before excavation begins. Dig trench at proper width and depth for laying pipe, conduit, or cable. Cut trench banks vertical, if possible, and remove stones from bottom of trench as necessary to avoid point-bearing. Over-excavate wet or unstable soil, if encountered, from trench bottom as necessary to provide suitable base for continuous and uniform bedding. Replace over-excavation with satisfactory material and dispose of unsatisfactory material.
- B. Trench excavation sidewalls shall be sloped, shored, sheeted, braced, or otherwise supported by means of sufficient strength to protect workmen in accordance with applicable rules and regulations established for construction by the Department of Labor, Occupational Safety and Health Administration (OSHA), and by local ordinances. Lateral travel distance to exit ladder or steps shall not be greater than 25 feet in trenches 4 feet or deeper.
- C. Perform trench excavation as indicated on the Drawings for specified depths. During excavation, stockpile materials suitable for backfilling in orderly manner far enough from bank of trench to avoid overloading, slides, or cave-ins.
- D. Remove excavated materials not required or not satisfactory as backfill or embankments and waste off- site or at on-site locations approved by the Owner and in accordance with governing regulations. Dispose of structures discovered during excavation as specified in Site Demolition Section.
- E. Prevent surface water from flowing into trenches or other excavations by temporary grading or other methods, as required. Remove accumulated water in trenches and other excavations as specified.
- F. Open cut excavation with trenching machine or backhoe. Where machines other than ladder or wheel-type trenching machines are used, do not use clods for backfill.

- G. Accurately grade trench bottom to provide uniform bearing and support for each section of pipe on bedding material at every point along entire length except where necessary to excavate for bell holes, proper sealing of pipe joints, or other required connections. Dig bell holes and depressions for joints after trench bottom has been graded. Dig no deeper, longer, or wider than needed to make joint connection properly.
- H. Trench width below top of pipe shall not be wider than 1 and 4/10 (1.4) times the nominal diameter of the pipe plus twelve (12) inches; or as designated by the owner.
- I. Trench depth requirements measured from finished grade or paved surface shall meet the following requirements or applicable codes and ordinances, whichever is more stringent:
  - 1. Water Mains: 42 inches to top of pipe barrel or 6 inches below frost line, established by local building official, whichever is deeper.
  - 2. Storm Sewer: Elevations and grades as indicated on the Drawings.
  - 3. Electrical Conduits: 24 inches minimum to top of conduit or as required by NEC 300-5, NEC 710-36 codes, or local utility company requirements, whichever is deeper.
  - 4. Telephone Conduits: 18 inches minimum to top of conduit, or as required by local utility company, whichever is deeper.

### **3.6 SUBGRADE PREPARATION**

- A. Scarification and Compaction: Areas exposed by excavation or stripping and on which subgrade preparations are to be performed shall be scarified to minimum depth of 8 inches and compacted as specified hereinafter.
- B. Proofrolling: Subgrades shall be proofrolled to detect areas of insufficient compaction. Proofrolling shall be accomplished by making minimum of 2 complete passes with fully-loaded tandem-axle dump truck with a maximum weight of 20 tons, or approved equal, in each of 2 perpendicular directions while under the supervision and direction of the independent testing laboratory. Document and explain proofrolling inspection procedures and results in the laboratory inspection report. Areas of failure shall be excavated and recompacted as specified herein. Continual failure areas shall be properly stabilized. Subgrade exposed longer than 48 hours or on which precipitation has occurred shall be re-proofrolled.

### **3.7 PIPE BEDDING**

- A. Excavate trenches for pipe or conduit according to Drawings. Place bedding material according to Drawings, compact in bottom of trench, and shape to conform to lower portion of pipe barrel.
- B. Place geotextile fabric as specified on the Drawings.

### **3.8 TRENCH BACKFILLING**

- A. Materials used for trench backfill shall comply with requirements as specified herein.
- B. Backfill and compact in accordance with fill and compaction requirements in accordance with ASTM D 2321 unless otherwise shown on the drawings.
- C. Do not backfill trenches until required tests are performed and utility systems comply with and are accepted by applicable governing authorities.

- E. Backfill trenches to contours and elevations shown on the Drawings.
- F. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

**3.9 COMPACTION**

- A. Compact as follows:

<u>Location</u>	<u>Percent of Maximum Laboratory Density ASTM D698</u>
Subgrade & Fill Below Structures and Pavement	98
Subgrade & Fill in All other Areas	95

- B. Maintain moisture content of not less than 2 percent below and not more than 3 percent above optimum moisture content of fill materials to attain required compaction density.
- C. Exercise proper caution when compacting immediately over top of pipes or conduits. Water jetting or flooding is not permitted as method of compaction.
- D. Corrective Measures for Non-Complying Compaction: Remove and recompact deficient areas until proper compaction is obtained. Continual failure areas shall be properly stabilized.

**3.10 MAINTENANCE OF SUBGRADE**

- A. Verify finished subgrades to ensure proper elevation and conditions for construction above subgrade.
- B. Protect subgrade from excessive wheel loading during construction, including concrete trucks, dump trucks, and other construction equipment.
- C. Remove areas of finished subgrade found to have insufficient compaction density to depth necessary and replace in manner that will comply with compaction requirements by use of material with CBR equal to or better than that specified on the drawings. Surface of subgrade after compaction shall be firm, uniform, smooth, stable, and true to grade and cross-section.
- D. Construct temporary ditches and perform such grading as necessary to maintain positive drainage away from subgrade at all times.

**3.11 BORROW AND SPOIL SITES**

- A. Comply with NPDES and local erosion control permitting requirements for any and all on-site and off-site, disturbed spoil and borrow areas. Upon completion of spoil or borrow operations, clean up spoil or borrow areas in a neat and reasonable manner to the satisfaction of Owner or off-site property owner, if applicable.

**3.12 FINISH GRADING**

- A. Grade areas where finish grade elevations or contours are indicated on the Drawings, other than paved areas, including excavated areas, filled and transition areas, and landscaped areas. Graded areas shall be uniform and smooth, free from rock, debris, or irregular surface changes. Ground surfaces shall vary uniformly between indicated elevations. Grade finished ditches to allow for proper drainage without ponding and in manner that will minimize erosion potential. For topsoil, sodding, and seeding requirements refer to Finish Grading and Seeding section.

- B. Correct settled and eroded areas within 1 year after date of completion at no additional expense to Owner. Bring grades to proper elevation.

### **3.13 QUALITY ASSURANCE TESTING AND INSPECTION**

- A. Responsibilities: Unless otherwise specified, quality control tests and inspection specified below will be conducted by the Contractor's Independent Testing Laboratory (ITL) at no cost to the Owner. The Contractor shall perform additional testing or inspection as considered necessary by the Owner for assurance of quality control.
- B. Field testing, frequency, and methods may vary as determined by and between the Owner, Engineer, and the ITL.
- C. Work shall be performed by Qualified Inspector. Report of testing and inspection results shall be made upon the completion of testing.
- D. Classification of Materials: Perform test for classification of materials used and encountered during construction in accordance with ASTM D2488 and ASTM D2487.
- E. Laboratory Testing Of Materials: Perform laboratory testing of materials (Proctor, Sieve Analysis, Atterberg Limits, Consolidation Test, etc.) as specified.
- F. Field Density Tests.
  - 1. Areas of Construction Exclusive of Building Subgrade Areas: In cut areas, not less than 1 compaction test for every 10,000 sq. ft. In fill areas, same rate of testing for each 8-inch lift, measured loose.
  - 2. Utility Trench Backfill: Intervals not exceeding 200-feet of trench for first and every other 8-inch lift of compacted trench backfill.
  - 3. Test Method: In-place nuclear density, ASTM D 2922 (Method B-Direct Transmission).
- G. Corrective Measures For Non-Complying Compaction: Remove and recompact deficient areas until proper compaction is obtained at no additional expense to Owner. Adjust moisture content as necessary to conform to the requirements of this section.
- H. Observation and Inspection:
  - 1. Observe all subgrades/excavation bases below footings and slabs and verify design bearing capacity is achieved as required. Work shall be performed by a Qualified Inspector.
  - 2. Observe and document presence of groundwater within excavations.
  - 3. Verify cut and fill slopes as specified in the contract documents. Work shall be performed by a Qualified Inspector.

**END OF SECTION 312000**

## **SECTION 321200 – AGGREGATE BASE COURSE**

### **1. AGGREGATE BASE COURSE**

- A. This work shall consist of furnishing and placing compacted aggregate base course on a prepared subgrade in accordance with Earthwork section that extends a minimum of 1 foot beyond the edge of the newly constructed pavement and at a grade and elevation necessary to achieve the elevations shown on the plan in accordance with Asphalt Pavement section.

### **2. MATERIALS**

- A. The aggregate base course shall consist of Type 5 aggregate or similar crushed stone which meets the requirements conforming to specifications stated in the 2016 edition of the “Missouri Standard Specifications For Highway Construction” manual.

### **3. CONSTRUCTION REQUIREMENTS**

- A. All work to be completed on that portion of subgrade on which the aggregate base course is to be constructed shall be completed in accordance with Earthwork section of these specifications.

### **4. PLACEMENT**

- A. The Contractor shall on the prepared subgrade place loose lifts that are not to exceed 8 inches in thickness and shall be within 3 percent (3%) +/- of optimal moisture content.
- B. Each layer shall be compacted to a minimum of 95 percent of the standard maximum density as determined by the Standard Compaction Test in accordance with AASHTO T 99, Method C.
- C. If at any time the compacted aggregate base course becomes unstable, the Contractor, at the Contractor’s expense, shall restore the earth subgrade and the aggregate base course to the required widths, elevations, and density.
- D. The aggregate base course shall extend a minimum of 1 foot outside the proposed pavement location.
- E. Compaction equipment shall be of suitable type and adequate to obtain the densities specified.
- F. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations. Equipment shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort. If inadequate densities are obtained, larger and/or different types of additional equipment shall be provided by the Contractor. Hand-operated equipment shall be capable of achieving the specified densities.
- G. Equipment for applying water shall be of a type and quality adequate for the work, shall not leak, and shall be equipped with a distributor bar or other approved device to assure uniform application. Equipment for mixing and drying out material shall consist of blades, discs, or other approved equipment.
- H. The Contractor shall maintain, at the Contractor’s expense, the required density and surface condition of any portion of the completed aggregate base until the pavement is placed.



**5. QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)**

- A. The Contractor shall control operations to ensure the aggregate base course, in place, meets the specified requirements for density, thickness and width.
- B. The Owner at its discretion may choose to perform additional testing and inspection to verify that work is placed in accordance with these specifications.

**END SECTION 321200**

## **SECTION 321216 – ASPHALT PAVEMENT**

### **1. GENERAL**

- A. This Section includes: Installation of asphaltic concrete pavement. The surface course shall be asphaltic concrete as specified in the 2016 version of the “Missouri Standard Specifications for Highway Construction.”

### **2. DESCRIPTION OF WORK**

- A. Construction of asphaltic pavement as depicted on the approved plans.

### **3. SUBMITTALS**

- A. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor certifying that each material item complies with, or exceed, specified requirements.

### **4. SITE CONDITIONS**

- A. Weather Limitations: Apply tack coat when pavement and ambient temperature is above 45°F (7°C), and when temperature has not been below 35°F (1°C) for 12 hours immediately prior to application. Do not apply when pavement surface is wet or contains an excess of moisture.
- B. Construct asphalt pavement when atmospheric temperature is above 45°F (7°C), and when base is dry.
- C. Grade Control: Establish and maintain required lines and elevations.

### **5. MATERIALS**

- A. General: Use materials as specified in the Plans.
- B. Coarse Aggregate: Sound, durable rock meeting the requirements of the Missouri Standard Specifications for Highway Construction.
- C. Fine Aggregate: Fine, granular material meeting the requirements of the Missouri Standard Specifications for Highway Construction.
- D. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with the requirements of the Missouri Standard Specifications for Highway Construction.
- E. Asphalt Binder shall be homogenous and free from water, and shall not, on heating, foam below the specified minimum flash point. It shall be prepared by refining crude petroleum by suitable methods. It shall conform to the requirements of the Missouri Standard Specifications for Highway Construction.
- F. Prime Coat: Cutback asphalt type, AASHTO M-82 (ASTM D2027) MC-30, MC-70 or MC-250.
- G. Blotter Aggregate: Washed concrete sand.

## **6. ASPHALT AGGREGATE MIXTURE**

- A. Surface Course: Surface Course shall be composed of a design mix of BP-2 and shall comply with Missouri Standard Specifications for Highway Construction, Section 401.
- B. Base Course: Base Course shall be composed of a design mix of Plant Mix Base Course and shall comply with Missouri Standard Specification for Highway Construction, Section 1.

## **7. SURFACE PREPARATION**

- A. Remove loose material from compacted subbase surface immediately before placing asphalt.
- B. Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. In areas too small or confined to proof-roll, method shall be approved by the Engineer. Do not begin paving work until such conditions have been corrected and are ready to receive paving.
- C. Tack Coat: Apply to contact surfaces of previously constructed or prepared asphalt surfaces abutting or projecting into asphalt pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
  - 1. Allow to dry until at proper condition to receive asphalt pavement.
  - 2. Exercise care in applying asphalt materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

## **8. PLACING MIX**

- A. General: Place asphalt pavement mixture on dry, prepared surface, spread and strike-off. Spread mixture at minimum temperature of 225°F (107°C). Place only when both air temperature and surface temperature are above 45°F. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. The mixture shall be spread only upon a clean and dry surface, and only when weather conditions are suitable.
- C. Hot Joints: prior to the first pavement strip's temperature dropping below 200 degrees Fahrenheit, the second strip will be required to be laid alongside the first pavement strip. This will create a hot joint, the density on both sides of the joint will be compacted together to form a solid bond. The intent is to avoid cold longitudinal joints; this includes longitudinal and transverse butt joints.
- D. Butt Joints: Saw cutting cold transverse butt joints will be required. All saw cuts will be incidental to the contract.

## **9. ROLLING**

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors approved by the Engineer in areas inaccessible to rollers.

- C. Breakdown Rolling: Accomplish breakdown or initial rolling using an eight ton to twelve-ton three-wheel roller or two-wheel tandem roller or self-propelled pneumatic roller immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot with a pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure for all wheels. Continue second rolling until mixture has been thoroughly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks with not less than a ten ton, two- or three-wheel tandem-type roller. Continue rolling until roller marks are eliminated and pavement has attained maximum density.
- F. The Contractor shall complete all Rolling activities prior to the asphalt mixture cooling below 185 degrees Fahrenheit.
- G. Patching: Remove and replace pavement areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphalt pavement mixture. Compact by rolling to maximum surface density and smoothness.
- H. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- I. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

#### **10. FIELD QUALITY CONTROL**

- A. General: Test in-place asphalt pavement courses for compliance with requirements for compaction, thickness and surface smoothness. Repair or remove and replace unacceptable pavement as directed by Engineer.

#### **11. THICKNESS**

- A. In-place compacted thickness will not be acceptable if exceeding the following allowable variation from required thickness:
  - 1. Surface Course: 2" nominal thickness, or as otherwise indicated on the plans, with a variance of no more than 1/4", plus or minus.
  - 2. Base Course: 2" nominal thickness, or as otherwise indicated on the plans, with a variance of no more than 1/4", plus or minus.

#### **12. SURFACE SMOOTHNESS**

- A. The surface of each layer shall be substantially free from waves or irregularities. The final surface shall not vary from a 10-foot straightedge, applied parallel to the centerline, by more than 1/8 inch. At transverse construction joints, the surface shall not vary from the 10-foot straightedge by more than 1/8 inch. The Profile Index (PRI) shall be no greater than 25 inches per mile, in accordance with the Missouri Standard Specifications for Highway Construction.
- B. Check surface areas at intervals as directed by Engineer.

**13. CONCRETE CURB & GUTTER**

- A. Refer to Curbs and Sidewalks section of this document for specifications for concrete curb & gutter.

**END SECTION 321216**

## **SECTION 323100 - CHAIN LINK FENCES AND GATES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes
  - 1. Chain link fences and gates associated with sitework.

#### **1.2 REFERENCES**

- A. American Society for Testing and Materials (ASTM)
  - 1. ASTM A 392 - Zinc-Coated Steel Chain-Link Fence Fabric
  - 2. ASTM C 94 - Ready-Mixed Concrete
- B. Chain Link Fence Manufacturers Institute (CLFMI) latest edition Product Manual

#### **1.3 SUBMITTALS**

- A. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines and easements.

#### **1.4 QUALITY ASSURANCE**

- A. Chain link fabric, posts, and components, and installation shall conform to the requirements of the CLFMI Product Manual unless otherwise shown or specified.
- B. One of the three manufacturers listed below may be used:
  - 1. BMS
  - 2. American Fencing Company
  - 3. Southwestern Wire

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Steel Posts: Type I or II or roll formed "C" Section steel conforming to CLFMI and as specified hereinafter.
- B. Fabric: No. 9 gage (0.148 nominal) galvanized steel wire in 2 inch mesh; ASTM A 392, top and bottom selvages twisted and barbed, height as shown. Furnish 1-piece fabric widths.
- C. End, Corner, and Pull Posts: Galvanized steel, minimum sizes and weights as follows:
  - 1. Up to 6'-0" Fabric height: 2.375-inch OD pipe, 3.65-pounds per linear foot, or 3.5-inch x 3.5-inch roll formed section, 4.85-pounds per linear foot.
  - 2. Over 6'-0" Fabric Height: 2.875-inch OD pipe, 5.79-pounds per linear foot, Or 3.5-inch x 3.5 inch roll-formed section, 4.85-pounds per linear foot.
- D. Line Posts: Galvanized steel, minimum sizes and weights as follows:
  - 1. Up to 6'-0" Fabric Height: 1.90-inch OD steel pipe, 2.70-ounds per linear foot or 1.875-inch x 1.625-inch "C"-section, 2.28 -pounds per linear foot.

2. 6'-0" to 8'-0" Fabric Height: 2.375-inch OD steel pipe, 3.65-pounds per linear foot or 2.25-inch x 1.875-inch H-section, 2.64 pounds per linear foot.
- E. Gate Posts: Galvanized steel posts for supporting single gate leaf or 1 leaf of double gate installation, for nominal gate widths as follows:
    1. Up to 6'-0": 2.875-inch OD pipe, 5.79-pounds per linear foot, or 3.5-inch x 3.5-inch roll-formed section, 4.85-pounds per linear foot.
    2. 6'-0" to 13'-0": 4.00 inch OD pipe, 9.11-pounds per linear foot.
  - F. Top Rail: 1.66-inch OD pipe, 2.27-pounds per linear foot or 1.625-inch x 1.25-inch roll-formed sections, 1.35-pounds per linear foot; galvanized steel.
    1. Manufacturer's longest lengths.
    2. Couplings: Expansion type, approximately 6 inches long.
    3. Attaching Devices: Provide means for attaching top rail securely to each gate, corner, pull and end post.
  - G. Sleeves: Galvanized steel pipe not less than 6-inches long with inside diameter not less than ½ inch greater than outside diameter of pipe. Provide steel plate closure welded to bottom of sleeve of width and length not less than 1 inch greater than outside diameter of sleeve.
  - H. Tension Wire: 7 gage galvanized steel conforming to CLFMI, Marcellled, located at bottom of fabric.
  - I. Wire Ties: 11 gauge galvanized steel.
  - J. Post Brace Assembly: Manufacturer's standard adjustable brace at end of gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 0.375-inch diameter rod and adjustable tightener.
  - K. Post Tops: Galvanized steel, weather tight closure cap with angled three-strand barbed wire hangers each tubular post. Furnish caps with openings to permit passage of top rail.
  - L. Stretcher Bars: Galvanized steel, 1 piece lengths equal to full height of fabric, with minimum cross-section of 3/16-inch x 3/4-inch. Provide one stretch bar for each gate and end post, and two for each corner and pull post.
  - M. Stretch Bar Bands: Manufacturer's standard
  - N. Gate Cross-bracing: 3/8-inch diameter galvanized steel adjustable length truss rods.
  - O. Cast-In-Place Concrete: ASTM C94, mix design as follows:
    1. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce following:
      - a. Compressive Strength: 2,500 psi, minimum at 28 days, unless otherwise indicated on Construction Drawings.
      - b. Slump Range: 1-3 inches at time of placement
      - c. Air Entrainment: 5 to 8 percent
  - P. Water: Clean

- Q. Swinging Gate Hardware:
1. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit full 180-degree gate opening. Provide a pair of 1 1/2-inch hinges for each leaf over 6'-0" nominal height.
  2. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as integral part of latch.
- R. Double Gates Hardware: Provide gate stops for double gates, consisting of mushroom type of flush plate with anchors set in concrete, to engage center drop rod or plunger bar. Include locking device and padlock eye as integral part of latch, using 1 padlock for locking both gate leaves.
- S. Non-shrink, non-metallic grout: pre-mixed factory-packaged, non-corrosive, non-staining, non-gascoes, exterior grout complying with ASTM C1107

## 2.2 GATE FABRICATION

- A. Fabricate swing gate perimeter frames of 1.90-inch OD pipe, galvanized steel. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame members maximum of 8'-0" apart.
- B. Assemble gate frames by welding or special fittings and rivets, for rigid connections. Install same fabric as for fence with stretcher bars at vertical edges. Install diagonal cross-bracing on gates as required ensuring rigid frame without sag or twist. Bars may be used at top and bottom edges. Attach stretchers to gate frame at 15 inches o.c. maximum.
- C. Attach hardware to provide security against removal or breakage.

## 2.3 FINISH

- A. Fabric Finish: Galvanized, ASTM A 392, Class I, with not less than 1.2 ounces of zinc per square foot of surface area.
- B. Framing: Galvanized steel, ASTM A 120 or A 123, with not less than 1.8 ounces of zinc per square foot of surface area.
- C. Hardware and Accessories: Galvanized, ASTM A 153 with zinc weights in accordance with Table I.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install chain link fence in accordance with CLFMI Product Manual unless otherwise specified herein.
- B. Comply with recommended procedures and instructions of fencing manufacturer. Provide secure, aligned installation with line posts spaced at 10'-0" o.c. maximum.
- C. Methods for Setting Posts:



1. Grade-Set Posts:
    - a. Drill or hand excavate to a depth approximately 3 inches lower than post bottom. Set post bottom not less than 36 inches below finish grade.
    - b. Excavate each post hole to 12 inch diameter, or not less than four times diameter of post.
    - c. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations. Extend concrete footing 2-inches above grade and trowel crown to shed water.
    - d. Post shall be set plumb within 1/4" in 10 feet.
  2. Sleeve Set Posts: Anchor posts by means of pipe sleeves preset and anchored into concrete. After posts have been inserted into sleeves, fill annular space between post and sleeve solid with nonshrink, non-metallic grout, mixed and placed to comply with grout manufacturer's directions.
- D. Top Rails: Run rail continuously, bending to form radius for curved runs. Provide expansion couplings as recommended by manufacturer.
- E. Center Rails: Provide center rails where indicated. Install in 1 piece between posts and flush with post on fabric side, using special offset fittings where necessary.
- F. Brace Assemblies: Install braces so posts are plumb when diagonal rods are under proper tension.
- G. Tension Wire: Install tension wires through post cap loops before stretching fabric and tie to each post cap with not less than 6 gauge galvanized wire. Fasten fabric to tension wire using 11 gauge galvanized steel hog rings spaced 24-inches o.c.
- H. Fabric: Leave approximately 2 inches between finish grade and bottom selvage. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.
- I. Stretcher Bars: Secure at end, corner, pull, and gateposts by threading through or clamping to fabric at 4 inches o.c. and secure to posts with metal bands spaced at 15 inches o.c.
- J. Tie Wires:
  1. Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly when ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to persons or clothing.
  2. Tie fabric to line posts with wire ties spaced 12 inches o.c. Tie fabric to rails and braces with wire ties spaced 24 inches o.c. Tie fabric to tension wires with hog rings spaced 24-inches o.c.
  3. Manufacturer's standard procedure will be accepted if of equal strength and durability.
- K. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- L. Gates: Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubrication.

M. Repair coatings damaged in the field with methods and techniques as recommended by the manufacturer.

END OF SECTION 323100

## **SECTION 329200 – FINISH GRADING AND SEEDING**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes: Seeding.

#### **1.2 DEFINITIONS**

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

#### **1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Certification of grass seed.
  - 1. Certification of each seed mixture for turfgrass sod.
- C. Product certificates.
- D. Planting Schedule: Indicating anticipated planting dates for each type of planting.

#### **1.4 QUALITY ASSURANCE**

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
  - 1. Report suitability of topsoil for lawn growth. State-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.

#### **1.5 MAINTENANCE SERVICE**

- A. Initial Lawn Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
  - 1. Seeded Lawns: 60 days from date of Substantial Completion.
    - a. When initial maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.

## **PART 2 PRODUCTS**

### **2.1 SEED**

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with United States Department of Agriculture Rules and Regulations under the Federal Seed Act. for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species, as follows:
  - 1. Proportioned by weight as follows:
    - a. 20% Falcon Fescue
    - b. 20% Calahari Fescue
    - c. 20% Scorpion Fescue
    - d. 20% Ultimate Fescue
    - e. 20% Fine Lawn Elite Fescue

### **2.2 TOPSOIL**

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
- B. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
- C. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient.

### **2.3 INORGANIC SOIL AMENDMENTS**

- A. Lime: ASTM C 602, agricultural limestone containing a minimum of 80 percent calcium carbonate equivalent and as follows:
  - 1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
- B. Perlite: Horticultural perlite, soil amendment grade.
- C. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- D. Sand: Clean, washed, natural or manufactured, free of toxic materials.

### **2.4 ORGANIC SOIL AMENDMENTS**

- A. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- B. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.

## **2.5 FERTILIZER**

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
- B. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
- D. Composition: 12 percent nitrogen, 12 percent phosphoric acid, and 10 percent potash, by weight.

## **2.6 MULCHES**

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

## **PART 3 - EXECUTION**

### **3.1 LAWN PREPARATION**

- A. 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.
- B. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
- C. Spread planting soil mix to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- 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 lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, restore areas if eroded or otherwise disturbed after finish grading.

### **3.2 SEEDING**

- A. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
- B. Sow seed at a total rate of 7 to 8 lb./1000 square feet or 350 lb./acre.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over seeded areas. Spread

by hand, blower, or other suitable equipment.

- E. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

### **3.3 LAWN MAINTENANCE**

- A. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn. Provide materials and installation the same as those used in the original installation.
- B. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified 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.

### **3.4 SATISFACTORY LAWNS**

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

**END SECTION 329200**

## **SECTION 331000 – WATER UTILITIES**

### **SECTION 1 – WATER DISTRIBUTION SYSTEM**

#### **MATERIALS ARTICLE 1 - GENERAL**

Materials for use at any location in the water distribution system (extensions or existing) shall meet the requirements as set forth in the following Articles under this Section.

#### **ARTICLE 2 – PIPE, PIPE JOINTS AND FITTINGS**

**2.1** Ductile Iron Pipe, Joints & Fittings: Pipe for use under this heading shall consist of durable, solid, ductile iron materials with the matrix being predominately ferrite. This material shall meet the following minimum physical strength requirements of: 60,000 psi, tensile, 42,000 psi, yield, and ten (10) percent maximum elongation. Each piece of pipe shall have the: weight, thickness, class manufacturer's mark, the year of manufacture, and the letters DI or word "DUCTILE" clearly stamped on the pipe. The pipe materials and construction shall be in accordance with all the requirements of A.S.A. Standard A21.51 (A.W.W.A. C-151). Minimum thickness class shall be Class 52 (Class 53 for flanged pipe). The pipe may be furnished with mechanical, push on, or flange joint ends as required.

- A. Mechanical Joint Pipe & Fittings: Pipe and fittings of this joint type shall be furnished complete with all glands, gaskets, tee head bolts, hex nuts, etc., all properly sized and manufactured for the required pipe and fitting sizes. All fittings and bends shall be constructed of ductile iron. Materials for this service shall consist of durable, solid, ductile iron meeting the minimum physical requirements of 18,000 psi. tensile strength of 40,000 psi. modulus of rupture. Fittings and bend items shall be designed and tested to permit a minimum working pressure of 250 psi. prior to being shipped from the factory. All mechanical joint fittings, bends, and joint accessory materials shall conform to A.S.A. Standard A21.10 and A21.11.
- B. Slip Joint Pipe & Fittings: Slip joint pipe shall be made of ductile iron as previously specified. The plain end of the pipe shall be tapered to permit easy assembly. The pipe joint gasket shall meet all applicable requirements of A.S.A. Standard A21.10 with joints in accordance with Section 11-2.3 of A.S.A. Standard A21.11. Fittings and bends for use with slip joint piping shall be mechanical joint as previously specified.
- C. Flanged Pipe & Fittings: Pipe for use with flanged ends shall be ductile iron as previously specified. Threads for the screwed-on flanges shall be designed in accordance with A.S.A. Standard B2.1 Flanges for use shall be faced and drilled in accordance with A.S.A. Standard B16.1, 125 lb. All joint and joint materials shall be designed and tested for a minimum working pressure of 250 psi. Flanged branch fittings and bends shall meet or exceed the pipe and joint materials requirements. The flange joint bolt circle and drilled holes shall match those of A.S.A. Standard B16.1, 125 lb. All pipe and fittings shall be furnished with the properly sized; bolts, nuts, and best quality, 1/8-inch thick rubber gaskets.

The pipe and fittings shall be cement-lined and seal-coated in conformance with A.S.A. Standard A21.4 (A.W.W.A. C-104).

**2.2 RIGID PLASTIC PIPE, JOINTS & FITTINGS**

- A. Pipe for use under this heading shall be approved and accepted by Underwriter’ Laboratories, Inc.
- B. Class 200, standard dimension ratio (S.D.R.) 21, P.V.C.:
  - 1. Materials: Pipe for use under this heading shall be manufactured from clean, virgin, N.S.F. approved, Type 1, Grade 1, 1120 P.V.C. conforming to A.S.T.M. specification D2241. The pipe shall be pressure rated for a hydrostatic working pressure of 200 psi. at 73.4 degrees F. and shall meet all applicable requirements as set forth under Commercial Standard (CS) 256-63. The pipe shall also conform to the following tests conducted at 73.4 degrees F.
    - a. Hydrostatic Integrity: The pipe shall withstand without failure, a pressure of 420 psi. for at least 1,000 hours, in accordance with A.S.T.M. Specifications 1598-63T. The pipe shall withstand without failure, a pressure of 630 psi. applied in 60 to 90 seconds in accordance with Specifications 2599-62T.

<u>I.D. Size</u>	<u>Minimum Wall Thickness</u>	
	<u>Barrel</u>	<u>Bell or Coupling</u>
4 in.	.267 in.	.507
6	.383	.623
8	.503	.806
10	.617	.955
12	.733	1.108

Concentricity: The outer diameter of the pipe shall be concentric within .003 of an inch.

- 2. Slip Joint Pipe: All pipe shall be joined by means of a rubber ring slip joint. Cement weld or glued joints will not be permitted. The slip joint may be formed by either a bell joint or a double ring coupling. The bell joint where used, shall be an integral and homogenous part of the pipe formed by extrusion, with a ring groove for seating the rubber ring gasket. The rubber ring gasket shall be partially split or perforated to permit expansion and contraction with respective increased or decreased pressure in the main. The double ring coupling shall be extruded from pipe materials as previously specified. The coupling interior shall be machined for two square-bottom gaskets and a center tapered stop. The double ring coupling shall be used with plain end pipe on which all ends are tapered to permit pushing the pipe into the coupling. The rubber ring gasket to be used with this coupling shall have a squared seating edge for placement in the coupling grooves. The rubber ring gasket shall also be partially split or perforated to permit expansion and contraction with main pressure changes.
- 3. Markings: Pipe markings shall include the following, marked continuously down the length:
  - a. Manufacturer’s name.
  - b. Nominal Size.
  - c. Class Pressure Rating
  - d. Dimension Ratio Number.
  - e. PVC 1120.



- f. NSF Logo.
  - g. Identification Code.
4. Lubrication: Lubrication shall be water soluble, non-toxic, be non-objectionable in taste and odor imparted to the fluid, be non-supporting of bacteria growth and have no deteriorating effect on the PVC or rubber gaskets.
  5. Pipe Fittings: Branch, bend, transition, or cap type fittings to be used with rigid plastic shall be flanged or mechanical joint cast or ductile iron as previously specified. The fitting item shall be furnished with and include all; bolts, glands, transition gasket, etc., as required to fully make up the fitting connection joints.

### **2.3 RESTRAINED JOINT PVC PIPE**

- A. Restrained joint PVC pipe shall meet the performance requirements of ASTM D2241. The PVC compound shall meet cell classification 12454 per ASTM D1784. All joints shall meet the requirements of ASTM D3139. O-rings shall meet the requirements of ASTM F477 “Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.)
- B. Restrained joint PVC shall be installed using a “permanent” joint system. Joint system shall provide a noncorrosive restrained joint by using machined grooves on the pipe and in the coupling which, when aligned, allow a spline to be inserted locking the pipe and coupling together. Provide an o-ring in the coupling to create a hydraulic seal.

### **2.4 COPPER PIPE, POLY PIPE & FITTINGS**

- A. Copper pipe for all underground use as service or main lines, shall be “Type K”. All copper pipe produced for this service shall be in accordance with AWWA 75-CR. Fittings for use with the copper pipe material shall be constructed of brass or bronze, of the joint type as required for the specific connections and are subject to Owner approval. Poly pipe shall be SDR 9 PE Tubing rated at 200 psi.

## **ARTICLE 3 – VALVES AND VALVE BOXES**

### **3.1 GATE VALVES**

- A. All gate valves shall be non-rising stem, ductile iron body and wedge, bronze trim and stem, resilient seat gate valves conforming to AWWA C515, unless otherwise indicated. The disc shall have a resilient rubber seat ring mounted securely with stainless steel screws. All internal parts shall be epoxy coated. The valve stem seal shall be double “O”-ring and shall contain an anti-friction washer. The valve shall be as supplied by one of the following:
  - a. Mueller
  - b. Clow
  - c. American Darling
- B. Valve ends shall be compatible with the pipe in which they are installed. Tapping valves shall be flanged by mechanical joint and shall be compatible with the specified tapping sleeve.
- C. All valves shall open left (counterclockwise) and have an operating nut capable of being turned by a standard gate valve key for buried valves and a handwheel for exposed valves.

- D. Each buried valve located within a paved area shall have a cast-iron (bituminous coated) valve box. Valve box shall be manufactured by one of the following:
  - a. Tyler Pipe 564-S
  - b. East Jordan
  - c. Bingham & Taylor
  
- E. Each buried valve, which is not located within pavement, shall have a valve box consisting of a length of six inch PVC pipe topped with a cast iron valve box cover with a carsonite glass fiber/resin reinforced composite utility stake with the words "Water Valve". The utility stake shall be "white" in color with "blue" lettering. The cover shall be manufactured by one of the following:
  - a. Clay and Bailey Model 2194
  - b. East Jordan
  - c. Typer Pipe

#### **ARTICLE 4 – CONCRETE FOR THRUST BLOCKING AND PIPE ENCASEMENT**

Concrete to be used for thrust blocking with various bends, tees, valves, fire hydrants, etc. shall consist of ingredients designed to produce a mixture having a 3,500 psi. compressive strength of 28 days curing item. The mix shall be a "dry" as possible using only sufficient water to permit mixing and placement. Excessive water will not be permitted. Cement for use shall be the "high early" type to provide initial set as soon as possible. Concrete may be placed and covered with earth fill to prevent freezing during periods of cold weather. However, frozen ingredients will not be permitted for use. All concrete used and placed for this purpose shall be given at least three (3) days curing time before being placed under stress. Installation shall be in strict accordance with the applicable Articles under the following Section of these specifications.

Concrete for pipe encasement shall be of similar mix and design. Placement of the concrete shall be performed in such a manner so as to insure provision of a bed or cradle under the entire pipe length.

Where joints are to be encased, the piping shall be tested prior to concrete placement to maintain a pressure 50 percent greater than normal working pressure for a period of 4 hours. The Contractor shall provide all necessary equipment for conducting the pressure test as directed by the owner. All necessary precautions shall be taken to prevent flotation of the piping during or following placement of the encasement materials.

#### **ARTICLE 5 – PIPE BEDDING**

Materials to be used for this purpose shall consist of fine, clean, durable particles of crushed stone. Crushed stone used for this purpose shall consist of materials passing a 1-inch sieve to dust.

#### **ARTICLE 6 – WATER MAIN TRACER TAPE**

Water main tracer tape shall be installed with all water main. The materials to be installed for this purpose shall consist of three (3) inch wide tape made of bonded layer plastic with a metallic foil core. Tape splices shall be knotted to prevent tensile pressure on the splice. The material to be used for this service shall be manufactured by one of the following:

- a. Griffolyn Company “Terra Tape D”
- b. Seton
- c. Milwaukee

The metallic tape shall be colored to contrast with the soil and shall bear an imprint identifying the line below, such as, “Caution, Water Main Buried Below”.

Installation of the tracer tape shall be in accordance with applicable Articles of these specifications.

## **ARTICLE 7 – WATER MAIN LOCATOR WIRE**

Water main locator wire shall be installed with all water main, fittings, and valve installation. The material to be installed for this purpose shall consist of standard electric service wire, a single No. 12 U.L. approved copper wire of the solid type with insulation for 600 volts. Insulated wire for this service shall be provided in standard rolls of not less than five hundred (500) foot lengths.

### **7.1 SPLICES**

- A. Splices shall only be allowed where accessible. Buried splices will not be allowed.

### **7.2 WIRE CONTACT**

- A. In order to make use of the wire for water main location purposes, a splice point shall be placed adjacent to a valve box location. The wire shall be brought to the ground surface at these locations so a power source can be connected. The wire shall run outside up alongside the valve box, then through a hole into the valve box 6-inches below ground level. The splice connector shall be left exposed at the top of the valve box at the wire contact locations. Wire contact points shall be provided at no more than 500-foot intervals. Wire shall also be run to allow for the location of water services. Wire shall be installed with service line from main to meter.

Water main locator wire installation shall be in accordance with applicable Articles of these specifications.

Prior to final acceptance by Owner, Contractor shall demonstrate that the locator wire works to the satisfaction of the Owner and/or his representative.

## **ARTICLE 8 – CONNECTION TO PRESENT SYSTEM**

Materials to be used for connections to the present water distribution system shall be in accordance with the preceding Articles as applicable, under this Section of these specifications. Installation, testing and sterilization of all items shall be in strict accordance with the following Section of these specifications. Under all circumstances, extreme care must be exercised when connecting to the present system. Foreign materials of whatever nature, must not be permitted to enter the system. All direct connection fittings and valves shall be thoroughly rinsed or washed with a chlorine solution just prior to installation and connection. The chlorine solution to be used shall be mixed as stated in the following Section of the specifications.

The Contractor shall notify the owner when system shutdown is required so that proper notification to those affected by the shutdown can be provided. Where system segment shutdown is required, the actual shutdown is not to be done until all connection materials, equipment, and personnel are at the site, and the existing system point of connection has been exposed, thoroughly cleaned, and prepared for immediate installation of the connection materials. All personnel shall be thoroughly instructed as to the procedure to be followed and ready for work. All connections are then to be made in an efficient manner requiring the least amount of time and maximum amount of care.

## **ARTICLE 9 – ROAD CROSSING**

MATERIALS NOT USED

## **ARTICLE 10 – FIRE HYDRANTS**

MATERIALS NOT USED

## **ARTICLE 11 – POLYETHYLENE ENCASEMENT FOR DUCTILE IRON PIPE**

This Article covers materials for polyethylene encasement to be applied to underground installations of ductile iron pipe, fittings, valves, and other appurtenances.

Polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of  
A.S.T.M. Standard Specifications D-1248-78 for Polyethylene Plastics Molding and Extrusion Materials:

### **11.1 RAW MATERIAL USED TO MANUFACTURE POLYETHYLENE FILM**

Type: 1

Class: A (natural) or B (black)

Grade: E-1

Flow rate: 0.4 maximum

Dielectric strength: Volume resistivity, minimum  $\text{ohm-cm}^3=10^{15}$

### **11.2 POLYETHYLENE FILM**

Tensile strength: 1200 psi (8.3 Mpa) minimum

Elongation: 300 percent minimum

Dielectric strength: 800 V/mil. (31.5 um) thickness minimum

### **11.3 THICKNESS**

Polyethylene film shall have a minimum thickness of 0.008-in. (8 mil. or 200 um). The minus tolerance on thickness shall not exceed 10 percent of the nominal thickness.

**11.4 TUBE SIZE OR SHEET WIDTH**

A. Tube size or sheet width for each pipe diameter shall be as listed below.

<u>Nominal Pipe Diameter</u> (in.)	Minimum Polyethylene Width	
	<u>Flat Tube</u>	<u>Sheet</u>
4	16 (41)	32 (82)
6	20 (51)	40 (102)
8	24 (61)	48 (122)
10	27 (69)	54 (137)
12	30 (76)	60 (152)
14	34 (86)	68 (172)
16	37 (94)	74 (188)
24	41 (104)	82 (208)

**SECTION 2 – WATER DISTRIBUTION SYSTEM**

**INSTALLATION ARTICLE 1 - GENERAL**

The work covered by this Section of the specifications, shall consist of furnishing all previously specified materials with all necessary equipment, machinery, tools, and labor, and performing all work required to install and/or construct the water system extensions or changes with all connections and appurtenances as required; in accordance with all directives or modifications and these specifications, all to be complete, in place, accepted and ready for use.

**ARTICLE 2 – SITE AND WORK PREPARATION**

Prior to starting the various water main route installations, connections, and/or changes as required, the Contractor shall notify the Owner a minimum of forty-eight (48) hours prior to the start of construction. After so doing, the Contractor shall clear the route of all trees, shrubs, and other objects or materials, which may directly interfere with the construction. All other utility companies or organizations shall be notified for location of their respective facilities prior to starting any work. All trees, shrubs, bushes, etc., which will not interfere with the construction shall be protected from damage. Work preparations shall include having all necessary material items, equipment, and an adequate labor force at the site in working condition, and completely instructed and prepared to perform the work to completion as required.

**ARTICLE 3 - DRAINAGE**

The Contractor shall control the grading in the vicinity of the pipe trenches so that the surface of the ground will be properly sloped to prevent water from running into the excavated areas. Any water or other liquid wastes which accumulate in the excavated areas shall be promptly removed.

**ARTICLE 4 – TRENCH EXCAVATION**

**4.1 GENERAL**

A. The Contractor shall perform all excavation necessary for or incidental to the proper installation and construction of the work shown and detailed on the drawings, or as described by the Owner. Excavation shall include the removal of trees, shrubs, paving, and undesirable materials. Excavation shall be done along the lines as indicated on the plans and shall be continuous without improper bends or kinks. Trenches shall be of sufficient width to provide a working space on each side of the materials being installed. During excavation, materials to be used for backfill shall be stock piled, in an orderly manner, a

sufficient distance from the edge of the excavation to avoid overloading which might cause slides or cave-ins, and in such manner so as not to interfere with public travel whenever possible. The Contractor shall provide all barricades, lights, temporary crossing, warning signs, etc., that may be necessary to protect the public and the work from injury or damage.

## **4.2 DEPTH**

- A. Trenches for water main and appurtenances shall be excavated to a sufficient depth to obtain a minimum of forty-two (42) inches of cover over the top of the pipe, except as otherwise required to make taps and connections to existing mains. All excavation shall be made so as to provide a continuous bearing for the barrel of the pipe. Holes of sufficient size shall be excavated to permit ample room for making joints. The bottom of trenches shall be free from rocks, clods, debris, and all other unsuitable materials, and shall consist of properly shaped earth, or tamped granular material as specified in the previous Section of these specifications. The Contractor shall take care not to excavate below grade except to remove undesirable material, or as directed by the Owner.

## **4.3 ROCK EXCAVATION**

- A. Where rock is encountered in the trenching operation, the excavation shall be carried to a depth of four (4) inches below the pipe bottom depth assuming proper cover as specified under the preceding paragraph.

Excess materials resulting from the rock excavations shall be spread over or adjacent to the trench area where acceptable, or shall be picked up and removed from the site for disposal at a suitable location. It may also be necessary to place a thin layer of earth over the rock backfill areas. This may be hauled in from a stockpile location. This earth layer must be of sufficient depth to support the growth of vegetation. All loose rock and debris shall be thoroughly cleaned up and disposed of. The excavated areas shall be left in a neat, clean, acceptable condition.

## **ARTICLE 5 – HANDLING OF MATERIALS**

All pipe, fittings, valves, and other accessories, shall be unloaded, stored re-handled, and installed by methods in such a manner as to ensure their final location in a sound and undamaged condition, conforming in all respects to specified requirements. Under no circumstances shall pipe, fittings, valves, or other accessories, be dropped to the ground, or otherwise subjected to possible damage from impact or shock. Such materials shall be loaded by lifting with machine or hoist, or by skidding, Pipe handled on skidways shall not be skidded or rolled against other pipe.

Under all circumstances, all materials for use shall be handled in a workman-like manner, using the necessary manpower and equipment to perform the task in accordance with the manufacturer's recommendations.

### **5.1 PROTECTION OF MATERIALS, COATINGS, AND/OR LININGS**

- A. All materials shall be handled in such manner that neither the coatings nor the linings are damaged. Hooks for insertion into the ends of the pipes, fittings, valves, and other accessories, shall have broad, well-padded contact surfaces, and shall be of such design and size that uniform support will be provided. Under most circumstances, damage to outside coatings are repairable, and the necessary repairs shall be properly made prior to installation. Damage to interior linings is not considered repairable, and therefore, the damaged items shall be replaced at the Contractor's expense.

## **5.2 HANDLING MATERIALS INTO TRENCH**

- A. Proper equipment, tools, facilities, and methods satisfactory to the Owner, shall be provided and used by the Contractor for the safe handling, of all materials. Fittings, valves, and other accessories shall be carefully lowered into the trench or excavation, piece by piece to protect coatings and linings. Under no circumstances shall any materials be dropped or dumped into the trench.

## **ARTICLE 6 – PIPE LAYING**

Laying of the pipe shall commence immediately after the excavation is started, and the Contractor shall use every possible means to keep the completed pipe installation closely behind the trenching. The Owner may stop the trenching if it appears that the trench is open too far in advance of the pipe laying operation. The Contractor may lay pipe in the best manner adapted to securing speed and good results.

### **6.1 PIPE JOINTS**

- A. The Contractor shall have the necessary equipment and tools available for making the joints for the specific materials being used. In accordance with applicable items under the previous Section of these specifications, acceptable joints for the various pipeline and fitting materials are listed as follows:

Cast or Ductile Iron Pipe: Ring or fluid-tite joint with mechanical joint for fittings, valves, and adapters.

P.V.C. Pipe: Ring-tite joint with necessary transition gaskets for connection to mechanical joint fittings, valves, and adapters.

- 1. Pipe Joint Adapters: The Contractor shall provide the necessary adapters for all connection changes from ring-tite, slip, or mechanical joint to flanged joint as and where required.

All pipe spigot ends shall be visibly marked to fully “make-up” the joint. With exception of field cut pipe, all “make-up” marks shall be placed on the pipe at the factory. Field cut pipe shall be marked for full joint depth prior to insertion.

### **6.2 PIPE CUTTING**

- A. Cutting of pipe for closure pieces with installation of valves or fittings, or for any other reason, shall be done in a neat and workman-like manner without damage to the pipe or linings. The cutting operation shall leave a smooth cut end at right angles to the longitudinal axis of the pipe. The exterior surface of the cut end shall be beveled, and the interior surface shall be reamed or filed free of all rough edges and protrusions. All pipe cutting shall be done by saw or mechanical pipe cutters of an approved type. Upon completion of the cutting and trimming operation, the pipe end or ends shall be marked for “make-up” depth. Prior to insertion, the pipe shall be thoroughly cleaned of all foreign materials, including filing and cutting debris.

### **6.3 PIPE ALIGNMENT**

- A. Pipelines intended to be straight shall be laid straight. Deflections from a straight line shall not exceed the manufacturer's recommendations for joint deflections. Pipe shall be deflected at the joints only. Pipe barrel shall not be deflected. Should the planned or specified alignment require deflections in excess of the maximum recommended for the type of pipe being installed, when using a standard pipe length within the limits of available space, then either shorter pipe sections, or additional bends shall be installed. Under no circumstances shall PVC pipe be deflected except at the joint. PVC pipe shall not be placed under strain.

#### **6.4 THRUST BLOCKING**

- A. All mechanical or push-on (ring-tite) joint water main and connection installations, shall be thrust blocked for all bends of 22 ½ degree or more. All bends, tees, crosses, valves, tapping sleeve, and fire hydrant locations shall be thrust blocked in accordance with district requirements. Bearing areas are determined on the basis of bearing against solid undisturbed earth. Concrete to be used for this purpose shall be designed for compressive strength as described in the previous Section of these specifications. All joint and fitting bolts shall remain accessible. Forming for thrust blocks to obtain the necessary bearing area shall be provided as required. All accessible form materials shall be removed from the trench prior to backfill.

#### **6.5 EXISTING UTILITIES**

- A. Existing utilities shall be protected during the construction period. Where necessary, the existing utility shall be removed or temporarily relocated, and replaced upon completion of that phase of the work creating this requirement. Under all circumstances, the utility involved and the parties being affected by the disrupted service shall be notified in advance of the proposed operation. All changes and work shall be subject to the approval and acceptance of the utility involved and the Owner.

#### **6.6 QUALITY**

- A. Damaged or unsound pipe, fittings, and accessories of whatever nature shall be rejected and removed from the work. All joints shall be made as previously specified. Each piece of pipe and all fittings, valves, etc., shall be checked and cleared of debris prior to being put in place. All gaskets shall be checked and cleaned of oil, grease, dirt, etc., before being inserted. All bolted joints shall be rechecked for operation and bolt tightness prior to installation. All open ends of pipe, fittings, etc., shall be carefully plugged or sealed at the end of each days work to prevent entrance of animals, water, and other foreign matter. All excavation shall be made to neat line and grade.

All personnel involved in any way with the work must be made aware of the fact that the work shall result in a first-class, professional job.

### **ARTICLE 7 – POLYETHYLENE ENCASEMENT INSTALLATION**

The Contractor shall furnish all materials and install the polyethylene encasement as specified in the previous section of these specifications. The polyethylene encasement shall prevent contact between the pipe and the surrounding backfill and bedding material but is not intended to be a completely airtight and watertight enclosure. Overlaps shall be secured by the use of adhesive tape, plastic string, or any other material capable of holding the polyethylene encasement in place until backfilling operations are completed.



This Article includes three different methods of installation of polyethylene encasement on pipe. Methods A and B are for use with polyethylene tubes and method C is for use with polyethylene sheets.

**7.1 METHOD A – ONE LENGTH OF POLYETHYLENE TUBE FOR EACH LENGTH OF PIPE**

- A. The Contractor shall cut the polyethylene tube to a length of approximately two (2) foot longer than that of the pipe section. The tube shall then be placed around the pipe, centered to provide one (1) foot of overlap on each adjacent pipe section, and bunched accordion-fashion lengthwise until it clears the pipe ends.
- B. The pipe shall be lowered into the trench and the joint made up with the preceding section of pipe. A shallow bell hole shall be made at joints to facilitate installation of the polyethylene tube.
- C. After assembling the pipe joint, the bunched polyethylene shall be pulled from the preceding length of pipe, slipped over the end of the new length of pipe, and secured in place. The end of the polyethylene from the new pipe section shall be placed over the end of the first wrap until it overlaps the joint at the preceding length of pipe. The overlap shall next be secured in place by taking up slack width to make a snug, but not tight, fit along the barrel of the pipe and securing the fold at quarter points.
- D. All rips, punctures, or other damage to the polyethylene shall be repaired with adhesive tape or with a short length of polyethylene tube cut open, wrapped around the pipe, and secured in place. Proceed with installation of the next section of pipe in the same manner.

**7.2: METHOD B – SEPARATE PIECES OF POLYETHYLENE TUBE FOR BARREL OF PIPE AND FOR JOINTS**

- A. The Contractor shall cut the polyethylene tube to a length of approximately one (1) foot longer than that of the pipe, centered to provide six (6) inches of bare pipe at each end. Make polyethylene snug, but not tight; secure ends as described for Method A.
- B. Prior to making up a joint, a three (3) foot length of polyethylene tube shall be placed over the end of the preceding pipe section, bunched accordion-fashion lengthwise. After completion of the joint, the three (3) foot length of polyethylene shall be pulled over the joint, overlapping the polyethylene previously installed on each adjacent section of pipe by at least one (1) foot, made snug and secure at each end as described for Method A.
- C. All rips, punctures, or other damage to the polyethylene shall be repaired as described in Method A. Proceed with installation of the next section of pipe in the same manner.

**7.3: METHOD C – FLAT POLYETHYLENE SHEET ENCASEMENT**

- A. Contractor shall cut polyethylene sheet to a length of approximately two (2) foot longer than that of the pipe section. The cut length shall be centered to provide a one (1) foot overlap on each adjacent pipe section, bunching it until it clears the pipe ends. The polyethylene shall be wrapped around the pipe so that it circumferentially overlaps the top quadrant of the pipe. The cut edge of the polyethylene shall be secured at intervals of approximately three (3) foot.

- B. The wrapped pipe shall be placed into the trench and the pipe joint made up with the preceding section of pipe. A shallow bell hole shall be made at the joints to facilitate installation of the polyethylene. After completion of the joint, the overlap shall be described for Method A.
- C. All rips, punctures, or other damage to the polyethylene shall be repaired as described for Method A. Proceed with installation of the next section of pipe in the same manner.
- D. Bends, reducers, offsets, and other pipe-shaped appurtenances shall be covered with polyethylene in the same manner as the pipe. When valves, tees, crosses, and other odd-shaped pieces cannot be wrapped practically in a tube, they shall be wrapped with a flat sheet or split length of polyethylene tube by passing the sheet under the appurtenance and bring it up around the body. Seams shall be made by bringing the edges together, folding over twice, and taping down. Width and overlaps at joints shall be handled as described for Method A. Polyethylene shall be taped securely in place at valve stem and other penetrations. Where encountered, the Contractor shall provide openings for branches, service taps, blow-offs, air valves, and similar appurtenances by making an X-shaped cut in the polyethylene and temporarily folding back the film. After the appurtenance is installed, the slack shall be securely taped at the appurtenance and the cut repaired, as well as any other damaged areas in the polyethylene, with tape.
- E. Where polyethylene-wrapped pipe joins an adjacent pipe that is not wrapped, the Contractor shall extend the polyethylene wrap to cover the adjacent pipe for a distance of at least two (2) foot. The end shall be secured with circumferential turns of tape.
- F. The Contractor shall use the same backfill material as that specified for pipe without polyethylene wrapping, exercising care to prevent damage to the polyethylene wrapping when replacing backfill. Backfill material shall be free from cinders, refuse, boulders, rocks, stones, or other materials that could damage the polyethylene.

## **ARTICLE 8 – WATER MAIN TRACER TAPE INSTALLATION**

The Contractor shall furnish all materials and install the water main tracer tape as specified in the previous Section of these specifications. The three (3) inch wide detectable tape shall be installed directly above the water main locations as the trench backfill progresses, to permit an earth cover of 12 to 18 inches over the tape. The tape material shall be installed in accordance with the manufacturer's recommendations. The tape is to be placed in a manner such that trench backfill settlement will not place an excessive tensile stress on the material.

## **ARTICLE 9 – WATER MAIN LOCATOR WIRE INSTALLATION**

The Contractor shall furnish all materials and install the water main and service locator wire as specified under the previous Section of these specifications. The No. 12 insulated wire shall be placed on top of the water main and secured with tap at 8 foot intervals. The wire shall be brought up along the outside of a valve box and brought through a hole drilled in the side of the box, 6-inches below finish grade. The wire shall be spliced at these locations using a standard plastic or rubberized wire connector. This will permit placing a power source on the wire for both directions in order to use same for locating the water main. Intermediate splices are not allowed. The wire shall be laid slack in the trench so same will not be subject tensile stress as the trench is being backfilled. A sufficient length of wire shall be coiled in meter pit to bring wire to grade.

Prior to final acceptance by Owner, Contractor shall demonstrate that the locator wire works to the satisfaction of the Owner and/or his representative.

## **ARTICLE 10 – VALVE INSTALLATION**

Prior to installation, all valves shall be checked for bolt tightness and operation. All foreign matter, dirt, and debris, shall be removed from inside the valve body. The valve gate and guide shall be cleaned free of grease and dirt. After thoroughly cleaning and checking the valve for operation, the valve gate shall be closed, and the valve shall be installed in place. Following placement and connection to both sides of the valve, excavation for the valve bearing thrust block shall be made. The thrust block shall then be poured of concrete, in accordance with the previous Section of these specifications. The valve holding clamps, No. 4 reinforcing bars, shall then be placed over the valve with embedment in the concrete thrust block.

Following initial set of the concrete, the valve box as specified under the previous Section of these specifications shall be place over the valve body. The valve box shall be set plumb and earth shall be thoroughly tamped around the box to maintain the plumb position. The top of the valve box shall be adjusted for height to the level of the adjacent pavement if in a paved area, or shall be adjusted to stand four (4) inches above ground level, if located in an unpaved area. The lid or cover shall then be placed on the valve box. The valve box may require vertical adjustment from time to time as trench settling occurs. It is intended that upon final project completion, all valve boxes shall be left in a vertical plumb, usable position.

## **ARTICLE 11 – WORK ADJACENT TO-STATE OR COUNTY HIGHWAYS, OR**

### **CROSSING GAS**

MAINS NOT USED

## **ARTICLE 12 – TESTING WATER LINES**

All newly laid water lines shall be tested prior to flushing and sterilization. Trenches may be backfilled as the pipe and accessories are installed, or where practicable and at the option of the Contractor. Trenches over the joint locations may be left open for visual inspection during tests. Prior to making tests, all air shall be expelled from the lines. If hydrants or blow-offs are not available, suitable taps shall be provided by the Contractor for this purpose at or near the end points of the installation.

### **12.1 HYDROSTATIC TESTS**

- A. A two (2) hour test shall be made on each segment of the water lines between end points at a test pressure of at least 50% in excess of normal maximum operating pressure, not to exceed 200 psi. The test pressure shall be determined by the Owner and suitable gauges for checking same shall be supplied and connected by the Contractor. A gate valve or pressure relief valves shall be supplied and connected by the Contractor. A gate valve or pressure relief fitting shall be placed at each end of the segment being tested unless otherwise directed. Allowable pressure drop during the two (2) hour test shall be limited to 3% of the test pressure.

Any leaks evident at the surface shall be uncovered, repaired, and/or replaced. All leaking joints shall be tightened, or remade, or replaced, and re-tested. All pipe, fittings, valves, or other accessories found defective under this test shall be removed and replaced at the Contractors expense.

## 12.2 LEAKAGE TEST

- A. In the event that the pressure test indicates leakage, a leakage test shall be conducted as follows:

The Contractor shall furnish the gauge and measuring device for the leakage test, as well as the pump, pipe, connections and all other necessary apparatus, and shall furnish all necessary labor to conduct the test. The duration of each leakage test shall be one hour, and during the test, the piping shall be subjected to a hydrostatic pressure of 1.5 times the working pressure or rated pressure of the pipe, whichever of is greater. No pipe installation will be accepted until the leakage is less than ten (10) gallons per mile of pipe per inch diameter per 24 hours. Should any tests of pipe laid disclose leakage greater than that specified, the Contractor shall, at his own expense, locate and repair the defective joints until the leakage is within the specified allowance.

## ARTICLE 13 – FLUSHING AND STERILIZING WATER LINES

After an acceptable hydrostatic test, the lines shall again be flushed. After flushing the lines, the pressure valves shall be closed, and enough water drained from segment to permit replacement of a chlorine solution. The chlorine solution shall consist of a powdered chlorine compound such as H.T.H. (calcium hypochlorite 65% available chlorine) thoroughly mixed with water. The chlorine solution shall be poured into the upstream test connection point. The amount of the chlorine compound to be used shall be determined by the Owner if the Contractor so desires. The chlorine solution shall yield 50 p.p.m. available chlorine. After pumping the required amount of solution into the water line segment with a positive displacement type pump, the connection shall be plugged, and the pressure valve opened. Water shall be flushed through the line until chlorine odor is detected at the opposite end of the installation. At this time, the pressure valve shall be closed and the segment shall be allowed to stand for a period of 24 hours. Following the 24-hour period, a chlorine residual level of a minimum of 10 p.p.m. must remain in the segment. If an acceptable residual level is determined, the pressure valve shall again be opened and the segment flushed until all traces of chlorine over and above normal line levels have been eliminated. Should a leak occur during the sterilization procedure, it will be repaired and the sterilization and flushing will be repeated.

Upon successful completion of the testing and sterilization of each water main segment, and prior to placing same in service, the Contractor shall collect and submit two (2) separate standard bacteriological samples, taken a minimum of 24 hours apart, for analysis to a State of Missouri certified laboratory. Upon receipt of satisfactory test results, the water main segment may be placed in permanent service.

## ARTICLE 14 – TRENCH BACKFILL

After placing the piping in the trench, the Contractor shall backfill under and around the pipe simultaneously filling and tamping on both sides with sufficient earth to firmly hold the pipe in position. Extreme care must be exercised with the backfill operations to ensure that no sizable stones or rocks come into contact with the pipe surfaces. After carefully placing and tamping the initial backfill in place to at least six (6) inches over the top of the pipe barrel, the remaining materials may be pushed into the trench. No boulders, broken pavement, or large pieces of blasted rock shall be used in the trench backfill. Any trench improperly bedded or backfilled shall be excavated, examined, and replaced at the Contractor's expense. All non-usable materials shall be picked up and removed from the site to an acceptable disposal location. Upon completion of the initial backfill, the backfill surface shall be either "jetted" with water or neatly mounded to allow for settlement. As the work progresses and settlement occurs, the trenching surface shall continue to be graded and shaped so as to secure a final condition where no further settlement shall occur.

In areas where pavement or permanent surfacing is removed and is to be replaced, the entire backfill shall be made using minus crushed stone in accordance with the previous Section of these specifications. Same shall be placed in six (6) inch layers and compacted to maximum density.

Initial clean-up, in accordance with this Section of these specifications shall occur as the trench backfill operation proceeds. Before final acceptance of the work is made, the Contractor shall travel the lines with the district, and any settlement or unsightly areas shall be repaired or corrected as directed. Upon acceptance, the Contractor shall proceed with the final clean-up, grading, and seeding operation, in accordance with this Section of these specifications.

## **ARTICLE 15 – FIRE HYDRANT AND AUXILIARY VALVE INSTALLATION**

NOT USED

## **ARTICLE 16 – SURFACE WATER CROSSINGS – NOT USED**

## **ARTICLE 17 – SEPARATION OF WATER MAINS, SANITARY SEWERS AND COMBINED SEWERS**

### **12.1 PARALLEL INSTALLATION (HORIZONTAL SEPARATION)**

- A. Water mains shall be laid at least ten feet horizontally from any existing or proposed sewer. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten-foot separation, the department may allow deviation on a case-by-case basis, if supported by data from the design engineer. Such deviation may allow installation of the water main closer to a sewer, provided that the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer and in either case, at such an elevation that the bottom of the water main is at least 18 inches above the top of the sewer. In areas where the recommended separations cannot be obtained, either the waterline or the sewer line shall be constructed of mechanical joint pipe or cased in a continuous casing.

### **12.2 CROSSINGS (VERTICAL SEPARATION)**

- A. Water mains crossing sewers shall be laid to provide a minimum vertical clear distance of 18 inches between the outside of the water main and the outside of the sewer. This shall be the case where the water main is either above or below the sewer. At crossings, the full length of water pipe shall be located so both joints will be as far from the sewer as possible but in no case less than ten (10) feet. Special structural support for the water and sewer pipes may be required. In areas where the recommended separations cannot be obtained either the waterline or the sewer line shall be constructed of mechanical joint pipe or cased in a continuous casing that extends no less than ten feet on both sides of the crossing.

### **12.3 FORCE MAINS**

- A. There shall be at least a ten-foot horizontal separation between water mains and sanitary sewer force mains and they shall be in separate trenches. In areas where these separations cannot be obtained, either the waterline or the sewer line shall be cased in a continuous casing.

### **12.4 SEWER MANHOLES**

- A. No waterline shall be located closer than ten feet to any part of a sanitary or combined sewer manhole.

### **12.5 DISPOSAL FACILITIES**

- A. No waterline shall be located closer than 25 feet to any on-site wastewater disposal facility,

agricultural waste disposal facility, or landfill.

#### **ARTICLE 18 – INITIAL CLEAN UP, GRADING, AND REPLACEMENT**

The Contractor shall provide the necessary labor and equipment to permit initial clean-up as the water main is being installed. Immediately following trench backfill, all areas disturbed by excavation shall be graded to conform to the adjacent ground levels. Earth shall be neatly mounded over the trench location. All debris, of whatever nature, due to the water main and service installation, shall be picked up and disposed of. All walks, driveways, roads, streets, etc., shall be replaced to original condition.

#### **ARTICLE 19 – FINAL CLEAN-UP, FINISH GRADING, SEEDING AND STRAW**

Following completion of the various routes and initial trench settlement, the Contractor shall go over the routes and clean-up all remaining debris. Following completion of the final clean-up, all areas in any way disturbed by the installation, shall be graded to conform to the adjacent ground areas. After final grading, the graded areas shall be sodded or seeded and covered with straw. In areas of rock excavation, it may be necessary to place a four-inch layer of earth over the exposed areas to form a seed bed for vegetation. The earth shall be applied as part of the final grading operation.

Upon completion of the final grading and seeding, the Contractor shall locate and paint the tops of all valve boxes the color “blue”, and other accessories having covers, so that they are plainly visible for use.

All service boxes for valves, future connection items, etc., be firmly in placed in a plumb position, ready and usable for the intended service. Following final completion of all items, the Contractor and Owner shall again go over the various routes to determine final acceptance.

**END OF SECTION 331000**

## SECTION 333000 - SANITARY SEWER COLLECTION SYSTEM MATERIALS

### PART 1 - GENERAL

Materials for use at any location in the Sanitary Sewer system (extensions or existing) shall meet the requirements as set forth in the following Articles under this Section, or as noted and/or detailed on the project plans.

### PART 2 – PIPE, PIPE JOINTS AND FITTINGS

#### 2.1 GRAVITY SEWER

A. Rigid Plastic Pipe, Joints and Fittings: Pipe for use under this heading shall be of the bell and spigot type. All pipe and materials shall be made from P.V.C. components in accordance with A.S.T.M. specification D1784 for rigid polyvinyl chloride compounds. The pipe bell shall be an integral part of the pipe barrel. The spigot end of each pipe length shall be beveled to permit making up the joint. All pipe spigot ends shall be marked to show full make-up joint depth. All pipe shall meet or exceed the strength requirements when tested in accordance with A.S.T.M. specification D3034.

1. Pipe Joint: All pipe shall be joined by means of a rubber ring slip joint. Cement weld or glued joints will not be permitted. The slip joint may be formed by either a bell joint or a double ring coupling. The bell joint where used, shall be an integral and homogenous part of the pipe formed by extrusion, with a ring groove for seating the rubber ring gasket. The rubber ring gasket shall be partially split or perforated to permit expansion and contraction with respective increased or decreased pressure in the main. The double ring coupling shall be extruded from pipe materials as previously specified. The coupling interior shall be machined for two square-bottom gaskets and a center tapered stop. The double ring coupling shall be used with plain end pipe on which all ends are tapered to permit pushing the pipe into the coupling. The rubber ring gasket to be used with this coupling shall have a squared seating edge for placement in the coupling grooves. The rubber ring gasket shall also be partially split or perforated to permit expansion and contraction with main pressure changes.
2. Pipe Fittings: Lateral service line connected to the sewer main shall be made with wye type fittings inserted in the sewer main piping. Service laterals shall be installed as shown on the plans, or as directed. Each service lateral or wye shall terminate with a rubber faced expander plug to fully seal the open pipe end until same is required for service. Pipe fitting materials shall be the same as that specified for the piping materials. All fitting joints shall be sealed using rubber ring gaskets as previously specified.

All gravity sanitary sewer main and lateral service lines shall be SDR 35 and shall be supplied in 13 feet (minimum) lengths.

B. Ductile Iron Pipe, Joints and Fittings: Pipe for use under this heading shall be Class 50. This material shall meet the following minimum physical strength requirements of; 60,000 psi. tensile, 42,000 psi. yield, and ten (10) percent maximum elongation. Each piece of pipe shall have the; weight, thickness, class manufacturer's mark, the year of manufacture, and the letters DI or word "DUCTILE" clearly stamped on the pipe. The pipe materials and construction shall be in accordance with all the requirements of ANSI Standard A21.51 (A.W.W.A. C-151-65). The pipe may be furnished with mechanical, push on, or flange joint ends as detailed on the plans or as required.

1. Mechanical Joint Pipe and Fittings: Pipe and fittings of this joint type shall be furnished complete with all glands, gaskets, tee head bolts, hex nuts, etc., all properly sized and manufactured for the required pipe and fitting sizes. All fittings and bends shall be constructed of cast or ductile iron. Materials for this service shall consist of durable, solid, cast or ductile iron meeting the minimum physical requirements of 18,000 psi. tensile strength and 40,000 psi. modulus of rupture. Fittings and bend items shall be designed and tested to permit a minimum working pressure of 250 psi. prior to being shipped from the factory. All mechanical joint fittings, bends, and joint accessory materials shall conform to ANSI Standard A21.10 and A 21.1.1.
2. Slip Joint Pipe and Fittings: Slip joint pipe shall be made of ductile iron as previously specified. The plain end of the pipe shall be tapered to permit easy assembly. The pipe joint gasket shall meet all applicable requirements of ANSI Standard A21.10 with joints in accordance with Section 11-2.3 of U.S.A. Standard A 21.1.1. Fittings and bends for use with slip joint piping shall be mechanical joint as previously specified.
3. Flanged Pipe and Fittings: Pipe for use with flanged ends shall be ductile iron as previously specified. Threads for the screwed-on flanges shall be designed in accordance with U.S.A. Standard B 2.1. Flanges for use shall be faced and drilled in accordance with U.S.A. Standard B 16.1, 125 lb. All joint and joint materials, shall be designed and tested for a minimum working pressure of 250 psi. Flanged branch fittings and bends shall meet or exceed the pipe and joint materials requirements. The flange joint bolt circle and drilled holes shall match those of U.S.A. Standard B 16.1, 125 lb. All pipe and fittings shall be furnished with the properly sized; bolts, nuts, and best quality, 1/8-inch thick rubber gaskets. The interior surface of all pipe and fittings shall be coated with an approved epoxy lining, factory applied.

## 2.2 FORCE MAINS

### A. PVC Force Mains

1. Pipe: Force mains shall be PVC Class 200. Pipe shall conform to AST D2241 and shall be pressure rated at 200 psi at 73° F with a standard dimension ratio of SDR 21. PVC pipe must bear the seal of approval of the National Sanitation Foundation. Net laying lengths must be 20 feet. Joints shall be integral bell push-on joints with single rubber gasket, making a pressure tight seal. Said pipe shall be in accordance with ANSI/ASTM D2241-78 or the latest revision thereof.
2. Fittings for PVC Pipe: Fittings for pipe sizes 2" and smaller shall be flanged and/or iron fittings meeting the requirements of ANSI/AWWA C111/A 21.11. Fittings shall include appropriate transition gaskets.  
  
For pipe sizes greater than 2", mechanical joint ductile iron fittings for PVC pipe shall be used and shall meet the requirements of ANSI/AWWA C111/A 21.11. Fittings shall include appropriate transition gaskets.
3. Pipe and Fitting Compound: PVC compounds shall be white in color for improved exposure resistance and shall comply with ASTM D-1784, Rigid Poly (Vinyl Chloride) Compounds with physical properties and chemical resistance of cell classifications for pipe of 12454-B, 12454-C, or 14333-D and cell classifications for fittings for 12454-B, 12454-C, or 13343-C. Different cell classifications having one or more superior properties and clean rework material generated by the manufacturers own production shall be acceptable.



4. Joints: Joints of both pipe and fittings shall comply with ASTM D-3139, Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals. Qualification test of the joint design shall result in no leakage under various laboratory test conditions of joint alignment at 2<< times rated pressure and at 22” mercury vacuum.
5. Gaskets: Gaskets shall be molded from a high grade, properly vulcanized, elastomeric compound consisting of either a basic natural or synthetic rubber. Gaskets shall be marked to show pipe size and type.

NOTE: Specifications for Elastomeric Seals for Thermoplastic Pipes are being developed by ASTM. Until they are published, the compound for elastomeric seal rubber gaskets shall generally comply with modified physical requirements of ASTM Standard Specifications: D-1869, Rubber Rings for Asbestos Cement Pipe; C361, Reinforced Concrete Low-Head Pressure Pipe; and AWWA Standard C III for Rubber Gasket Joints for Cast-Iron Pressure Pipe and Fittings.

6. Air/Vacuum Release Valves: Air/Vacuum Release Valves shall be Valmatic Model 801A or approved equal with steel floats, Buna-N seating and cast-iron housing. Air/Vacuum valves shall be located as depicted in the construction drawings and installed as detailed in the construction drawings.
7. Gate Valves: All gate valves shall be non-rising stem, cast-iron body and wedge, bronze trim and stem, resilient seat gate valves conforming to AWWA C509, unless otherwise indicated. The disc shall have a resilient rubber seat ring mounted securely with stainless steel, screws. All internal parts shall be epoxy coated. The valve stem seal shall be double “O”-ring and shall contain an anti-friction washer. The valve shall be as supplied by Mueller, Clow, American or approved equal.
8. Restrained Joint PVC Pipe
  - Restrained joint PVC pipe shall meet the performance requirements of ASTM D2241. The PVC compound shall meet cell classification 12454 per ASTM D1784. All joints shall meet the requirements of ASTM D3139. O-rings shall meet the requirements of ASTM F477 “Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.)
  - Restrained joint PVC shall be installed using a “permanent” joint system. Joint system shall provide a noncorrosive restrained joint by using machined grooves on the pipe and in the coupling which, when aligned allow a spline to be inserted locking the pipe and coupling together. Provide an o-ring in the coupling to create a hydraulic seal. The SDR designation and the pressure class designation shall be as shown on the approved plans.
9. Mechanical Joint Restraints
  - Restraint devices for nominal pipe sizes 3 inch through 36 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110-A221.10.
  - The devices shall have a working pressure rating equal to that found in the most current product brochure. Ratings are for water pressure and must include a minimum safety factor of 2:1 in all sizes.
  - Gland bod, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536.

- Three (3) test bars shall be incrementally poured per production shift as per Underwriter's Laboratory (U.L.) specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8.
- Chemical and nodularity tests shall be performed as recommended by the Ductile Iron Society, on a per ladle basis.

B. Ductile Iron Force Mains:

1. Ductile Iron Pipe, Joints and Fittings: Pipe for use under this heading shall be Class 50. This material shall meet the following minimum physical strength requirements of; 60,000 psi. tensile, 42,000 psi. yield, and ten (10) percent maximum elongation. Each piece of pipe shall have the; weight, thickness, class manufacturer's mark, the year of manufacture, and the letters DI or word "DUCTILE" clearly stamped on the pipe. The pipe materials and construction shall be in accordance with all the requirements of ANSI Standard A21.51 (A.W.W.A. C-151-65). The pipe may be furnished with mechanical, push on, or flange joint ends as detailed on the plans or as required. Ductile iron piping shall be used for the discharge piping in the wet well, valve vault, and meter vault and shall transition to PVC force main piping as shown on the plans and matching the specifications in this section.

- Mechanical Joint Pipe and Fittings: Pipe and fittings of this joint type shall be furnished complete with all glands, gaskets, tee head bolts, hex nuts, etc., all properly sized and manufactured for the required pipe and fitting sizes. All fittings and bends shall be constructed of cast or ductile iron. Materials for this service shall consist of durable, solid, cast or ductile iron meeting the minimum physical requirements of 18,000 psi. tensile strength and 40,000 psi. modulus of rupture. Fittings and bend items shall be designed and tested to permit a minimum working pressure of 250 psi. prior to being shipped from the factory. All mechanical joint fittings, bends, and joint accessory materials shall conform to ANSI Standard A21.10 and A 21.1.1.
- Flanged Pipe and Fittings: Pipe for use with flanged ends shall be ductile iron as previously specified. Threads for the screwed-on flanges shall be designed in accordance with U.S.A. Standard B 2.1. Flanges for use shall be faced and drilled in accordance with U.S.A. Standard B 16.1, 125 lb. All joint and joint materials, shall be designed and tested for a minimum working pressure of 250 psi. Flanged branch fittings and bends shall meet or exceed the pipe and joint materials requirements. The flange joint bolt circle and drilled holes shall match those of U.S.A. Standard B 16.1, 125 lb. All pipe and fittings shall be furnished with the properly sized; bolts, nuts, and best quality, 1/8-inch thick rubber gaskets. The interior surface of all pipe and fittings shall be coated with an approved epoxy lining, factory applied.

## PART 3 - MANHOLES

### 1.1 MANHOLES

A. Pre-Cast Manholes: Pre-cast manhole straight sections with eccentric top or cone sections may be used for manhole construction. Bottom sections, with properly located inlet and invert openings sized for sewer main as required, may be used. As will be noted from the plant profile segments, most manholes are designed for two tenths (0.2) foot of fall across the manhole. All manhole sections shall be fitted with, or provided with rubber coated manhole steps. Concrete for all pre-cast manhole sections shall be designed of ingredients that will produce a minimum 3,500 psi. compressive strength at 28 days. All sections shall be fully reinforced with welded wire fabric.

- B. Manhole Frames and Covers: Shall be of the type and duty as shown on the manhole plans. Iron castings shall conform to the latest revisions of ASTM and specification A-48, Class 20. All castings for use shall be true to pattern in form and dimensions, free from faults, sponginess, cracks, blowholes, and other defects. The bearing surfaces, between frames and covers, shall be machined, fitted together, and match marked, to prevent rocking.

#### PART 4 – PIPE BEDDING

- 4.1 Materials to be used for this purpose shall consist of fine, clean, durable particles of crushed stone. Crushed stone used for this purpose shall consist of materials passing a 1-inch sieve to dust.

#### PART 5 – LIFT STATIONS

##### 5.1 WET WELL MOUNTED LIFT STATIONS

NOT USED

##### 5.2 WET WELLS AND VAULTS

Wet wells and vaults shall be precast concrete designed to produce on minimum 3,500 psi compressive strength at 28 days. All sections shall be fully reinforced with welded wire fabric. All wet wells and vaults shall be fitted with a hatch for access. Precast wet well interior shall be coated with an approved epoxy coating prior to or after placement. Wet wells and vaults shall be of diameter and depth as shown on the plans. All appurtenances depicted on the plans shall be provided and installed to render the lift station completely functional.

The base of the wet well shall be grouted with non-shrink, non-metallic, non-corrosive cement based grout conforming to ASTM C1107.

All pipe openings through the wet well walls shall be sealed with a resilient connector in accordance with ASTM C923. The connector shall provide a flexible and watertight seal between the pipe and wall opening.

The wet well shall contain stainless steel guide rails for the installation and removal of the pumps. There shall be provided stainless steel lifting chains for control of the pumps and as recommended by the pump manufacturer. Pumps shall be manually operated.

The wet well shall have a 3" minimum diameter Type 304 stainless steel air vent extending through the top slab with a 180 degree turn. All vents shall have a charcoal filter at the end of the vent pipe. The filter shall be such that the filter material may be replaced without replacing the vent filter piping.

The exterior of the vaults shall be coated with dampproofing as described in Section 071113.

##### 5.3 BASIN AND VAULTS ACCESS COVER

Aluminum basin access covers shall be provided with each basin assembly and sized according to the plans. Each cover shall have a hinged access opening properly sized for installation and removal of the wastewater pump, check valve assemblies, gate valves, and access to magnetic flow meter. The access cover shall have a minimum of two (2) hinges, and shall be constructed of non-skid, tread-plate aluminum with a minimum thickness of ¼-inch, capable of withstanding a live load of 300 LBS P.S.F. Doors shall open to 90° and automatically lock with stainless steel hold open arms with aluminum

release handles. Doors shall close flush with the frame and rest on a built-in neoprene cushion/gasket. Lifting handle, hinges, and all fastening hardware shall be stainless steel. Unit shall lock with a stainless steel slam lock with removable key. Access covers shall be bolted to the basin with stainless steel cap screws, or embedded into the concrete with a continuous anchor system.

The wet well access hatch shall have an integral nut rail. The upper guide rail brackets and lifting chain hooks shall be mounted to the nut rail. Model and type of access cover shall be of type depicted on the plans.

#### 5.4 STORAGE

Storage for overflow of the lift station shall be provided by modification of the existing lagoon cells. Modification of the plans shall be as depicted on the plans.

Once the new lift station and force main is constructed, inspected, and completely operational, the treated water will be diverted to the new lift station. Contents of the sludge in the lagoons shall be hauled to a proper facility for disposal.

If deemed necessary by the Owner and Engineer, after cleaning all joints shall be sealed per the following:

- a. All joints shall be sealed injected through pre-drilled holes in the interior of the wet well and pressure injected between the soil and the exterior of the wet well, to create a watertight polyurethane grout seal at all joints of the wet well. All holes drilled in the wet well for pressure grouting shall be filled in with grout and returned to original conditions. All work shall be in accordance with manufacturers written instructions for pressure grouting.

### PART 6 – PUMPS AND MOTORS

- 6.1 The Contractor shall furnish duplex pumping station containing ABS PIRANHA Grinder Pumps as depicted in the construction drawings. The motor shall be 3,530 RPM connected for operation on a 230 volt, 60 Hz, three-phase service, horsepower rating and number of pumps shall be in accordance with the schedule on the plans. The motor shall be an integral part of the pumping unit. The pump discharge size shall be 2” or larger.

The pumps shall be capable of delivering 60 gpm against a rated total dynamic head of 199 feet. The pumps shall also be capable of operating at negative total dynamic heads without overloading the motors. Under no conditions shall inline piping or valving be allowed to create a false apparent head.

The grinder unit shall be capable of shearing and reducing to a fine slurry all material normally found in domestic and commercial sewage such as sanitary napkins, disposable diapers, cloth diapers, wash rags, wood, plastic, etc. The slurry shall be capable of freely passing through a 2” piping system including check and gate valves.

The pump shall be of the centrifugal type with the rotating cutter mounted on the pump shaft directly against the impeller. The stationary cutter shall be mounted in an adjustable bottom plate. The bottom plate shall be cast with grooves threading outward from the center opening of the plate to the outer diameter. The impeller shall be a multiple vane centrifugal type. The cutter material shall be similar to an AISI 440C stainless steel with the addition of cobalt, vanadium, and molybdenum for superior abrasion resistance and a hardness of 58-62 Rockwell C.

The common pump and motor shaft shall be 420 stainless steel supported by a heavy duty lower single row and an upper sealed single row ball bearing. The cutting elements and impeller shall be designed

to keep the overhung load distance to a minimum. All fasteners shall be 304 stainless steel.

Each pump shall be equipped with two seals. The lower seal (pump side) shall be of the mechanical type with silicone carbide faces. The upper seal shall be a lip type seal mounted at a slight angle to the shaft.

The seals shall be separated by an oil chamber. An electronic probe shall be provided in the oil chamber to detect the leakage of water into the chamber. A solid-state device mounted in the pump control panel or in a separate enclosure shall send a low voltage, low amperage signal to the probe. If water enters the oil chamber the probe shall activate a warning light in the control panel.

The motor shall be of the submersible type.

The motor shall be airfilled and shall have Class "F" insulation. Bimetallic thermal switches shall be imbedded in each phase of the winding to sense high temperature. The rating of the switch shall be 140 C 5 C. The control current shall be connected through the bimetallic switches so that the motor is shut down should a high temperature condition exist. The switches shall be self-resetting when the motor cools.

The equipment specified shall be the product of a company experienced in the design and manufacture of grinder pumps. The company shall submit detailed installation and user instructions for its product; submit evidence of an established service support program including complete parts and service manuals; and be responsible for maintaining a continuing inventory of grinder pump replacement parts. Grinder pumps shall be as manufactured by ABS Pumps or approved equal.

The manufacturer shall offer a limited warranty guarantying its product to be free from defects in materials and factory workmanship for a period of two years from date of installation or twenty-seven (27) months from date of shipment, whichever occurs first, provided the product is properly installed, serviced, and operated under normal conditions and according to the manufacturer's instructions. Repair or parts replacement required as a result of such defect will be made free of charge during this period upon return of the defective parts or equipment to the manufacturer or its nearest authorized service center.

## PART 7 – CONNECTION TO PRESENT SYSTEM

### 7.1 MATERIALS

- A. Materials to be used for connections to the present system shall be in accordance with the preceding Articles as applicable, under this Section of these specifications. Installation and testing of all items shall be in strict accordance with the following Section of these specifications. Under all circumstances, extreme care must be exercised when connecting to the present system. Foreign materials of whatever nature, must not be permitted to enter the system.
- B. The Contractor shall notify the Owner prior to connection so that proper notification to those affected may be provided. Where system segment shut-down is required, the actual shut-down is not to be done until all connection materials, equipment, and personnel are at the site, and the existing system point of connection has been exposed, thoroughly cleaned, and prepared for immediate installation of the connection materials. All personnel shall be thoroughly instructed as to the procedure to be followed and ready for work. All connections are then to be made in an efficient manner requiring the least amount of time and maximum amount of care.

PART 8 – HIGHWAY CROSSING MATERIALS

8.1 SEWER MAIN

Pipe to be used for this purpose, unless otherwise shown on the plan and/or details, shall be as specified under Article 2 of the specifications. All fittings shall meeting the requirements as stated under Article 2 of the specifications.

8.2 PIPE ENCASEMENT

A. NOT USED

PART 9 – CONCRETE FOR PIPE ENCASEMENT AND/OR SUPPORT

Concrete to be used for pipe encasement and support shall consist of ingredients designed to produce a mixture having a 3,500 psi., compressive strength at 28 days curing time. The mix shall be as “dry” as possible using only sufficient water to permit mixing and placement. Excessive water will not be permitted. Cement for use shall be the “high early” type to provide initial set as soon as possible. Concrete may be placed and covered with earth fill to prevent freezing during periods of cold weather. However, frozen ingredients will not be permitted for use. All concrete used and placed for this purpose shall be given at least three (3) days curing time before being placed under stress.

PART 10 – POLYETHYLENE ENCASEMENT FOR DUCTILE IRON PIPE.

This Article covers materials for polyethylene encasement to be applied to underground installations of ductile iron pipe, fittings, valves, and other appurtenances.

Polyethylene film shall be manufactured of virgin polyethylene material conforming to the following requirements of A.S.T.M. Standard Specifications D-1248-78 for Polyethylene Plastics Molding and Extrusion Materials:

10.1 Raw material used to manufacture polyethylene film:

- Type: 1
- Class: A (natural) or B (black)
- Grade: E-1
- Flow rate: 0.4 maximum
- Dielectric strength: Volume resistivity, minimum  $\text{ohm-cm}^3=10^{15}$

10.2 Polyethylene film:

- Tensile strength: 1200 psi (8.3 Mpa) minimum
- Elongation: 300 percent minimum
- Dielectric strength: 800 V/mil. (31.5 um) thickness minimum

10.3 Thickness:

Polyethylene film shall have a minimum thickness of 0.008-in. (8 mil. or 200 um). The minus tolerance on thickness shall not exceed 10 percent of the nominal thickness.

10.4 Tube size or sheet width:

Tube size or sheet width for each pipe diameter shall be as listed below.

Nominal Pipe	Minimum Polyethylene Width in. (cm)	
SANITARY SEWERAGE UTILITIES	X2310-02	333000-8

<u>Diameter (in.)</u>	<u>Flat Tube</u>	<u>Sheet</u>
4	16 (41)	32 (82)
6	20 (51)	40 (102)
8	24 (61)	48 (122)
10	27 (69)	54 (137)
12	30 (76)	60 (152)
14	34 (86)	68 (172)
16	37 (94)	74 (188)
24	41 (104)	82 (208)

## PART 11 – SANITARY FORCE MAIN LOCATOR WIRE

Force main locator wire shall be installed with all force main, fittings, and valve installation. The material to be installed for this purpose shall consist of standard electric service wire, a single No. 12 U.L. approved copper wire of the solid type with insulation for 600 volts. Insulated wire for this service shall be provided in standard rolls of not less than five hundred (500) foot lengths.

- 11.1 Splices: Splices shall only be allowed where accessible. Buried splices will not be allowed.
- 11.2 Wire Contact: In order to make use of the wire for force main location purposes, a splice point shall be placed adjacent to a valve box location. The wire shall be brought to the ground surface at these locations so a power source can be connected. The wire shall run outside up alongside the valve box, then through a hole into the valve box just below ground level. The splice connector shall be left exposed at the top of the valve box at the wire contact locations. Wire contact points shall be provided at no more than 500-foot intervals, or where approved by the Engineer, on a case-by-case basis.

Force main locator wire installation shall be in accordance with applicable Articles of these specifications.

## **SANITARY SEWER COLLECTION SYSTEM INSTALLATION**

### **PART 1 – GENERAL**

- 1.1 Underground pipe construction shall be in accordance with the recommended practice as outlined by the pipe manufacturer.
- 1.2 All excavations shall be made to such depths and widths as will give ample room for building all structures, sewers, and appurtenances as detailed on the approved plans.
- 1.3 Clearing and grubbing the site of work, excavation of earth or other materials, sheeting and bracing, pumping and drainage, backfilling, rough grading, and cleaning up shall all be done as specified. In addition, all work maintaining or replacing existing fences, roadways, drives, lawns or structures disturbed by the work, safety precautions and other miscellaneous general work not specified under specific items is to be included in the work done under this section.

### **PART 2 - SITE AND WORK PREPARATION**

- 2.1 Prior to starting the various installations, connections, and/or changes as required the contractor shall notify the Owner a minimum of twenty-four (24) hours prior to the start of construction. After so doing, the Contractor shall clear the route of all trees, shrubs, and other objects or materials which may directly interfere with the construction. All other utility companies or organizations shall be notified for location of their respective facilities prior to starting any work. All trees, shrubs, bushes, etc., which will not interfere with the construction shall be protected from damage. Work preparations shall include having all necessary material items, equipment, and an adequate labor force at the site in working condition, and completely instructed and prepared to perform the work to completion as required.

### **PAR 3 - DRAINAGE**

- 3.1 The Contractor shall control the grading in the vicinity of the pipe trenches so that the surface of the ground will be properly sloped to prevent water from running into the excavated areas. Any water or other liquid wastes which accumulate in the excavated areas shall be promptly removed.

### **PART 4 - TRENCH EXCAVATION**

- 4.1 Contractor shall perform all excavation necessary for or incidental to the proper installation and construction of the work shown and detailed on the drawings, or as directed by the Engineer. Excavation shall include the removal of trees, shrubs, paving, and undesirable materials. Excavation shall be done along the lines as staked, and indicated on the plans and shall be continuous without improper bends or kinks. Trenches shall be of sufficient width to provide a working space on each side of the materials being installed. During excavation, materials to be used for backfill shall be stock piled, in an orderly manner, a sufficient distance from the edge of the excavation to avoid overloading which might cause slides or cave-ins, and in such manner so as not to interfere with public travel whenever possible. The contractor shall provide all barricades, lights, temporary crossing, warning signs, etc., that may be necessary to protect the public and the work from injury or damage.
- 4.2 Trenches for sewer main and appurtenances shall be excavated to a sufficient depth to obtain a minimum of thirty-six (36) inches of cover over the top of the pipe, except as otherwise required to make taps and connections to existing mains. All excavation shall be made so as to provide a continuous bearing for the barrel of the pipe. Holes of sufficient size shall be excavated to permit ample room for making joints. The bottom of trenches shall be free from rocks, clods, debris, and all other unsuitable materials, and shall consist of properly shaped earth, or tamped granular material as



specified in the previous Section of the specifications. The Contractor shall take care not to excavate below grade except to remove undesirable material, or as directed by the Engineer.

- 4.3 Where rock is encountered in the trenching operation, the excavation shall be carried to a depth of four (4) inches below the pipe bottom depth assuming proper cover as specified under the preceding paragraph. Solid rock is hereby defined as such material which cannot be excavated by an excavator with an operating weight of at least 52,000 pounds and a flywheel horsepower of at least 155 horsepower. Where solid rock is encountered and it is necessary to drill and blast same, the Contractor shall provide all suitable equipment and personnel for carrying out the operation in a safe and sensible manner. The Contractor's Insurance shall include specific coverage for this and directly or indirectly related items.
- 4.4 When encountered, the Contractor shall strip from the solid rock areas all overlying earth in sections and shall then notify the Engineer for inspection and measurement. The Engineer may then take levels on the surface of the rock and adjacent ground level, or he may at his discretion, defer the measurement until after excavation is completed. In any event, the Contractor shall not refill any trench where rock is encountered until told to do so by the Engineer or his agent. The rock volume, using lengths and depths as measured in the field, shall be determined on the basis of using a foot trench width as depicted on the construction drawings. The Contractor will not be allowed payment for any rock claimed unless same has been measured as herein provided.'
- 4.5 Excess materials resulting from the rock excavations shall be spread over or adjacent to the trench area where acceptable, or shall be picked up and removed from the site for disposal at a suitable location. It may also be necessary to place a thin layer of earth over the rock backfill areas. This may be hauled in from a stockpile location. This earth layer must be of sufficient depth to support the growth of vegetation. All loose rock and debris shall be thoroughly cleaned up and disposed of. The excavated areas shall be left in a neat, clean, acceptable condition.

#### PART 5 - HANDLING OF MATERIALS

- 5.1 All pipe, fittings, valves, manholes and other accessories, shall be unloaded, stored rehandled, and installed by methods and in such a manner as to insure their final location in a sound and undamaged condition, conforming in all respects to specified requirements. Under no circumstances shall pipe, fittings, valves, manholes, or other accessories, be dropped to the ground, or otherwise subjected to possible damage from impact or shock. Such materials shall be loaded by lifting with machine or hoist, or by skidding,. Pipe handled on skidways shall not be skidded or rolled against other pipe. When pipe line materials at the site of the work, each piece shall be unloaded opposite, or as close as possible to the point of installation in order to avoid unnecessary rehandling.
- 5.2 Under all circumstances, all materials for use shall be handled in a workman-like manner, using the necessary manpower and equipment to perform the task in accordance with the manufacturer's recommendations.
  - A. Protection of Materials, Coatings, and/or Linings: All materials shall be handled in such manner that neither the coatings or the linings will be damaged. Hooks for insertion into the ends of the pipes, fittings, valves, manholes, and other accessories, shall have broad, well-padded contact surfaces, and shall be of such design and size that uniform support will be provided. Under most circumstances, damage to outside coatings are repairable, and the necessary repairs shall be properly made prior to installation. Damage to interior linings are not considered repairable, and therefore, the damaged item shall be replaced at the Contractors expense.

- B. Handling Materials Into Trench: Proper equipment, tools, facilities, and methods satisfactory to the Engineer, shall be provided and used by the Contractor for the safe handling of all materials. Fittings, valves, and other accessories shall be carefully lowered into the trench or excavation, piece to piece to protect coatings and linings. Under no circumstances shall any materials be dropped or dumped into the trench.

## PART 6 - PIPE LAYING AND TRENCH BACKFILL

### 6.1 GENERAL

- A. Installation shall start at the downstream end of the project and shall proceed upstream. All pipe spigot ends shall face downstream and bell ends shall face upstream. Laying of the pipe shall commence immediately after the excavation is started, and the Contractor shall use every possible means to keep the completed pipe installation closely behind the trenching. The Engineer may stop the trenching when in his opinion, the trench is open too far in advance of the pipe laying operation. The Contractor may lay pipe in the best manner adapted to securing speed and good results.

### 6.2 PIPE JOINTS

- A. The Contractor shall have the necessary equipment and tools available for making the joints for the specific materials being used. In accordance with applicable items under the previous Section of these specifications, acceptable joints for the various pipe line and fitting materials are listed as follows:
1. Cast or Ductile Iron Pipe: Ring or fluid tight joint with mechanical joint for fittings, valves, and adapters.
  2. P.V.C. Pipe: Ring tight joint with necessary transition gaskets for connection to mechanical joint fittings, valves, and adapters.
    - a. Pipe Joint Adapters: The Contractor shall provide the necessary adapters for all connection changes from ring-tight, slip, or mechanical joint to flanged joint as and where required.

All pipe spigot ends shall be visibly marked to fully "make-up" the joint. With exception of field cut pipe, all "make-up" marks shall be placed on the pipe at the factory. Field cut pipe shall be marked for full joint depth prior to insertion.

3. Installation: Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly.
  - a. Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts.

### 6.3 PIPE CUTTING

- A. Cutting of pipe for closure pieces with installation of valves or fittings, or for any other reason, shall be done in a neat and workman-like manner without damage to the pipe or linings. The cutting operation shall leave a smooth cut end at right angles to the longitudinal axis of the pipe. The exterior surface of the cut end shall be beveled, and the interior surface shall be reamed or filed free of all rough edges and protrusions. All pipe cutting shall be done by saw or mechanical pipe cutters of an approved type. Upon completion of the cutting and trimming operation, the pipe end or ends shall be marked for "make-up" depth. Prior to insertion, the pipe shall be thoroughly cleaned of all foreign materials, including filing and cutting debris.

#### 6.4 PIPE ALIGNMENT

- A. Pipe lines intended to be straight shall be laid straight. Deflections from a straight line shall not exceed the manufacturer's recommendations for joint deflections. Should the planned or specified alignment require deflections in excess of the maximum recommended for the type of pipe being installed, when using a standard pipe length within the limits of available space, then either shorter pipe sections, or additional bends shall be installed.

#### 6.5 EXISTING UTILITIES

- A. Existing utilities shall be protected during the construction period. Where necessary, the existing utility shall be removed or temporarily relocated, and replaced upon completion of that phase of the work creating this requirement. Under all circumstances, the utility involved and the parties being affected by the disrupted service shall be notified in advance of the proposed operation. All changes and work shall be subject to the approval and acceptance of the utility involved and the Engineer.

#### 6.6 QUALITY

- A. Damaged or unsound pipe, fittings, and accessories of whatever nature shall be rejected and removed from the work. All joints shall be made as previously specified. Each piece of pipe and all fittings, valves, etc., shall be checked and cleared of debris prior to being put in place. All gaskets shall be rechecked for operation and bolt tightness prior to installation. All open ends of pipe, fittings, etc., shall be carefully plugged or sealed at the end of each days work to prevent entrance of animals, water, and other foreign matter. All excavation shall be made to neat line and grade.

All personnel involved in any way with the work must be made aware of the fact that the work shall result in a first-class, professional job.

#### 6.7 SANITARY FORCE MAIN TRACER TAPE INSTALLATION

The Contractor shall furnish all materials and install the force main tracer tape as specified in the previous Section of these specifications. The three (3) inch wide detectable tape shall be installed directly above the force main locations as the trench backfill progresses, to permit an earth cover of 12 to 18 inches over the tape. The tape material shall be installed in accordance with the manufacturer's recommendations. The tape is to be placed in a manner such that trench backfill settlement will not place an excessive tensile stress on the material.

#### 6.8 SANITARY FORCE MAIN LOCATOR WIRE INSTALLATION

The Contractor shall furnish all materials and install the force main locator wire as specified under the previous Section of these specifications. The No. 12 insulated wire shall be placed under the force main at the bottom of the trench or wrapped around the force main. The wire shall be brought up alongside of a valve box. The wire shall be spliced at these locations using a standard plastic or rubberized wire connector. This will permit placing a power source on the wire for both directions in order to use same for locating the force main. The wire shall be wired to the valve box or post to retain its location. At no point will buried splices be allowed. The wire shall be loosely knotted at each splice location to prevent direct stress on the connection. The wire shall be laid slack in the trench so same will not be subject tensile stress as the trench is being backfilled.

Prior to final acceptance by Owner, Contractor shall demonstrate that the locator wire works to the satisfaction of the Owner and/or his representative.

## 6.9 TRENCH BACKFILL

- A. After placing the piping in the trench, the Contractor shall backfill under and around the pipe simultaneously filling and tamping on both sides with sufficient earth to firmly hold the pipe in position. Extreme care must be exercised with the backfill operations to ensure that no sizable stones or rocks come into contact with the pipe surfaces. After carefully placing and tamping the initial backfill in place to at least six (6) inches over the top of the pipe barrel, the remaining materials may be pushed into the trench. No boulders, broken pavement, or large pieces of blasted rock shall be used in the trench backfill. Any trench improperly bedded or backfilled shall be excavated, examined, and replaced at the Contractor's expense. All non-usable materials shall be picked up and removed from the site to an acceptable disposal location. Upon completion of the initial backfill, the backfill surface shall be neatly mounded to allow for settlement. As the work progresses and settlement occurs, the trenching surface shall continue to be graded and shaped so as to secure a final condition where no further settlement shall occur.
- B. In areas where pavement or permanent surfacing is removed and is to be replaced, the entire backfill shall be made using fine crushed stone placed in six (6) inch layers and compacted to a maximum density.
- C. Initial clean-up, in accordance with Article 14 shall occur as the trench backfill operation proceeds. Before final acceptance of the work is made, the Contractor shall travel the lines with the Engineer, and any settlement or unsightly areas shall be repaired or corrected as directed. Upon acceptance, the Contractor shall proceed with the final clean-up, grading, and seeding operation, in accordance with Article 15 this Section of the specifications.

## PART 7 – SERVICE LINE WYE INSTALLATION

- A. NOT USED

## PART 8 – MANHOLE INSTALLATION

### 8.1 BASE

- A. Pre-cast manhole base sections shall be set on the prepared sub-grade in proper alignment for connection to the inlet and discharge connections. In the event fill under the base section is required to achieve the proper grade, it shall be made using a 1 inch minus crushed stone fill, fully compacted to sub-grade. Earth fill under pre-cast base sections will not be permitted.
  - 1. Pipe Connections: Sewer main connections to the manhole base shall be made prior to placement of the manhole barrel sections. The pipe to base connection shall be made using a rubber gasket around the pipe barrel with sufficient flap to act as a water stop when sealed in the socket or hole filler grout. An asphaltic-fibre cement shall be used over the joint connection around the full pipe diameter, after the filler grout has hardened. Concrete for additional support of the connecting sewer main, shall be placed under the piping adjacent to the manhole base.

### 8.2 BARREL

- A. The manhole barrel shall be set on the pre-cast base. The barrel shall be constructed of pre-cast sections as previously specified.
  - 1. Pre-Cast Sections: The barrel to base joint shall be sealed using the rubber ring provided for this purpose when placing same over a pre-cast base section. The remaining seam shall be sealed

using an asphaltic-fibre cement on the interior and exterior joint locations. All remaining barrel joints and top or cone to barrel joint connection, shall be sealed using the rubber gasket and asphaltic-fibre cement application.

The entire exterior of the manhole shall be coated with asphaltic-fibre cement to achieve a water-tight seal.

An eccentric pre-cast top or cone section shall be placed over the manhole barrel sections. The top to barrel joint seal shall be made as previously specified for pre-cast section joints. All manhole steps shall be in alignment with the vertical wall of the manhole. The top of the cone section shall provide a 24-inch diameter circular opening.

### 8.3 MANHOLE COMPLETION

- A. Upon completion of the manhole barrel construction, all debris shall be removed from the excavated area and disposed of. Following clean up; the excavated area shall be backfilled with clean earth. Care must be exercised to maintain the manhole barrel joints in a scaled condition. The backfill may be carefully jetted with water to achieve initial settlement. Following initial settlement, the top of the manhole cover frame shall then be set in place using the frame lugs to center the frame over the opening. It is intended that the frame to top of cone seal shall be watertight. The manhole cover shall then be put in place. Following placement of the manhole frame and cover, the backfill operation shall proceed to the top of the manhole frame and cover.

All backfill operations shall be in accordance with the applicable Articles of the specifications. All manhole construction, frame and cover, etc., shall be in accordance with the plan details and notations.

## PART 9 – LIFT Station Installation

### 9.1 WET WELL

- A. The lift station wet well shall be installed as per Part 8 of the Section.

### 9.2 LIFT STATION

- A. The lift station shall be installed in accordance with the approved plans and as shown on the profile section along with Part 8 of this Section.

## PART 10 – GRINDER PUMP STATION INSTALLATION

The grinder pump station described under Part 9 of this Section of these specifications shall be constructed at a location established by the Engineer which, in general, will be as shown on the plans. The pump station shall be constructed in accordance with the plan detail and as shown on the profile section.

A cast iron guide rail base shall be mounted on the floor of the pump station. The grinder pump shall be guided onto the cast iron discharge base by a single guide rail supported at the top by an upper guide bracket and at the bottom by the discharge base. The pump base shall be equipped with a straightening vane which properly aligns the pump on the discharge base just prior to final seating. When the pump is in position, the weight of the pump shall compress the gasket and seal the connection. The area under the pump shall be free and clear of any additional support or guide pipes to insure free entrance of solids to the impeller.

A bronze fully ported 1 ¼” gate valve shall also be installed in the discharge line of each pump.

A NEMA 4X junction box, fully gasketed, shall be provided. All control elements shall be housed in a NEMA 3R door-in-door enclosure. The enclosure shall be fully gasketed and shall have a drip cap. The enclosure

shall be suitable for wall or free-standing bracket mounting. Pumping units serving a single user shall have a basin mounted control panel. Pumping units serving two or more users shall have bracket mounted control panels with dedicated electric service complete with lockable disconnect, meter base, service wire, conduit, etc.

A combination manual motor starter and disconnect switch shall be provided for each pump. The unit shall have instantaneous trip magnetic overcurrent protection. The unit shall have adjustable thermal trips.

The control circuit shall be 110 volts. The control circuit shall be connected through the heat sensing switches in the pump and shall disconnect the control circuit in case of a high temperature condition in the grinder pump motor.

A HP rated contactor for each pump shall be provided. Definite purpose contactors will not be acceptable. Single phase controls to have start and run capacitors and start relays mounted in control cabinet. A seal failure warning light shall be mounted on the dead front door.

A terminal strip with box type connectors shall be supplied to make all power and control connections for the pump. All terminals shall be marked for easy identification. A ground terminal strip shall also be provided.

## PART 11 – WORK ADJACENT TO AND/OR CROSSING STATE OF COUNTY HIGHWAYS

### 11.1 GENERAL

- A. All work to be performed within the right-of-way limits of the State and/or County Highways shall be performed in strict accordance with the Highway Department requirements. The Contractor shall obtain the necessary permits for all work prior to starting any construction. All permits must be displayed as required. The Contractor shall comply with all requirements such as; signals, flagmen, and watchmen; performance of work in such a manner so as not to interfere with traffic, highway entrances, highway maintenance, highway drainage, etc., and methods of placing materials, backfill compaction, and all such other requirements, which may differ from or may be in addition to those specified for work other than that within the highway right-of-ways limits.

### 11.2 HIGHWAY CROSSINGS

- A. Highway crossings shall be constructed in accordance with all permit requirements. The Contractor will be held responsible for any and all expense incurred by the Highway Department in protecting the highway while construction is in progress, or as a result of said construction. The contractor will also be held responsible for all damages to the highway due to operations during construction of the crossings, including replacement of damaged pavement. Encasement shall extend from ditch line to ditch line, toe of slope to toe of slope, or as depicted on the Construction Plans.
  - 1. All bores to comply with Section 734 of MODOT specifications.
  - 2. Backfill: Following completion of the machine bored crossing, all bore pit or other required excavation shall be suitably backfilled to grade. All debris, of whatever nature, shall be picked up and removed from the site. After clean-up, the disturbed area shall be smoothed to grade, seeded, and covered with straw. The entire work area shall be left in an orderly and acceptable condition.

## PART 12 – TESTING OF GRAVITY SEWERS

The extent of testing shall be at the discretion of the owner and engineer and paid for by the contractor.

### 12.1 GENERAL

After construction and backfilling are completed and before any services are connected the sewers, the completed lines shall be tested for leaks, and visually checked for straightness of line and cracked pipe. If any deficiencies in line or grade are found which will be detrimental to the proper functioning of the sewer, the deficiencies shall be corrected. Any damaged or cracked pipe shall be excavated and re-laid in a manner satisfactory to the Owner. Any section of sewer, which is found to be leaking in excess of the allowable quantity, shall be repaired.

## 12.2 ACCEPTANCE TESTS

- A. Each reach of sewer shall meet the requirements of the following shall be repaired to the satisfaction of the Owner.
  1. Upon completion of the sewers, acceptance tests will be conducted by the Contractor in the presence of the Engineer to determine the acceptability of the sewers. The testing schedule shall be submitted to the Engineer by the Contractor prior to testing. The Contractor shall furnish suitable test equipment, materials and manpower to conduct the test.
  2. All completed pipe sewers shall be subject to an exfiltration test. The sewer pipe shall sustain a maximum limit of 100 gallons per inch of diameter per day per mile. The exfiltration test shall cover a period of at least four continuous and connective hours. For purposes of determining maximum allowable leakage, manholes shall be considered a section of 48-inch pipe.
  3. No ground water in an amount greater than that allowed and specified herein for the exfiltration test shall be permitted.
  4. Any completed pipe sewers not conforming to the tests herein specified or conforming to all requirements of the specifications, plans and profiles, or subject to any irregularity of construction shall be removed and replaced.
  5. The Contractor shall cooperate fully with the Engineer for the inspection and testing of the completed work.
  6. Stoppers and/or plugs for the various sizes of pipe shall be furnished by the Contractor for use in the tests and personnel shall be made available by the Contractor for aid in conducting the tests herein specified.
  7. As an alternate to the exfiltration test, a low-pressure air test may be conducted after backfilling and before replacing pavement. The equipment shall be provided and tests shall be conducted by the Contractor in the presence of the Engineer.
  8. The Contractor may desire to make an air test prior to backfill for his own purpose, but "Acceptance Test" shall be conducted after backfill.
  9. All wyes, tees or ends of lateral or service stubs shall be suitably capped to withstand the internal pressure during testing. Such caps shall be easily removable for future connections or extensions.
  10. After each manhole-to-manhole section of line has been backfilled and cleaned, the ends shall be plugged with pneumatic plugs. These plugs shall be designed such that they will hold against line test pressure without requiring blocking or bracing. All pneumatic plugs shall pass a qualifying test in the presence of the Engineer before actual line testing as follows: One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs being tested. Air shall be

introduced into the pipe until the pipe pressure reaches 15 psi. The pneumatic plugs shall hold against this pressure without bracing and movement of the plugs.

11. Air for inflation of the triple connection pneumatic plug shall be supplied through a factory-equipped control panel. There shall be three hose connections from the control panel to the triple connection pneumatic plug. One hose shall be used only for inflation of the pneumatic plug. The second hose shall be used for continuously reading the air pressure rise in the sealed line.
12. There shall be a 3 ½” diameter, 0-30 psig gauge mounted on the control panel for reading the internal pressure of the line being tested. Calibrations from the 0-10 psig range shall be in tenths of pounds (not ounces) and this 0-10 portion shall cover 90% of the completed dial range.
13. Low pressure air shall be introduced into the sealed line until the internal air pressure reaches 4.0 psig greater than the average back pressure of any ground water pressures that may be over the pipe. At least two minutes shall be allowed for the air pressure to stabilize. After the stabilization period, the third hose shall be quickly disconnected from the control panel.
14. The portion of line being tested shall be accepted if the portion under test does not lose air at a rate greater than 0.0015 cfm per square foot of internal pipe surface when tested at an average pressure of 3.0 psig greater than any back pressure exerted by ground water that may be over the pipe at the time of the test.
15. The above requirement shall be accomplished by performing the test as follows. The time required in minutes for the pressure to decrease from 3.5 to 2.5 psig (greater than the average back pressure of any ground water that may be over the pipe) shall not be less than the time shown for the given diameters in the following table (See Table 3 this Section):

TABLE 3

<b>PIPE DIAMETER INCHES</b>	<b>MINIMUM TIME MN: SEC</b>	<b>LENGTH FOR MINIMUM TIME FEET</b>	<b>TIME FOR LONGER LENGTHS SECONDS</b>
4	3:46	597	3.380 L
6	5:40	398	0.654 L
8	7:34	298	1.520 L
10	9:25	239	2.374 L
12	11:20	189	3.418 L
15	14:10	159	5.342 L
18	17:00	133	7.692 L
21	19:50	114	10.470 L
24	22:40	99	13.574 L
27	25:30	88	17.306 L
30	28:20	80	21.366 L
33	31:10	72	25.852 L
36	34:00	66	30.768

16. In areas where ground water is known to exist, the Contractor shall install a ½” diameter capped pipe nipple, approximately 10 inches long, through the manhole wall on top of on one of the sewer lines entering the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the line acceptance test, the ground water level shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then connecting a clear plastic tube to the pipe nipple. The hose shall be held vertically and a



measurement of the height in feet of water shall be taken after the water stops rising in this plastic tube. The height in feet shall be divided by 2.3 to establish the pounds of pressure that will be added to readings.

17. If the installation fails to meet this requirement, the Contractor shall determine at his own expense the source of the leakage. He shall repair or replace all defective materials and/or workmanship. The use of sewer scaling materials and methods shall not be used or accepted.
18. There shall be no substitute for good construction. The replacement of any pipes, pipe or fraction thereof shall require the end connections to be made with factory manufactured pieces having flexible gasketed joints to fit intended use. The use of half bell pipe and/or concrete collar will not be acceptable. Test shall be repeated as often as necessary until the installation meets the requirements of the acceptance test.
19. Pipe Deflection: Each segment of P.V.C. sewer main shall be tested for deflection. The test shall consist of pulling a mandrel through each segment of P.V.C. pipe. The mandrel shall be an object having a cross-section, or same shall be a ball, having a diameter equal to 95% of the nominal pipe inside diameter. A steel cable of adequate known length and strength characteristics, shall be used to pull the mandrel through the piping. In the event of a failure, the failure location shall be found by measurement and the piping shall be repaired or replaced as required. After failure correction, the segment shall be re-tested. This process shall be repeated as often as necessary.

It is recommended that the test for deflection precede the test for infiltration and exfiltration. The Contractor shall furnish all equipment as required to perform all testing as specified. All tests shall be conducted in the presence of the Engineer.

20. After completion of aforementioned testing, each manhole shall be subjected to any exfiltration test. The manhole to be tested shall be isolated from the sewer lines by installing pneumatic plugs in the sewer lines using the same procedure as for air testing, except that the plugs shall be installed in such a manner that there is a clear distance of at least 18" between the inside face of the manhole and the face of the plug. The manhole shall be tested by one of the two methods discussed below.

### 12.3 WATER TEST

The manhole shall then be filled completely with water. Depth of water shall be at least 3' above ground water. A liquid level measurement shall be made and recorded after initial filling and 15 and 30 minutes thereafter. The test is acceptable when the water loss observed is less than 0.1 gallon/foot diameter/foot head/hour. Addition of water during the testing shall not be allowed.

### 12.4 VACUUM TEST

All lift holes and any pipes entering the manhole are to be plugged. A vacuum will be drawn and the vacuum drop over a specified time period is used to determine the acceptability of the manhole. The values recorded are applicable only to the manhole being tested and at the time of testing.

The test results will be greatly affected by the preparation of the manhole. All lift holes shall be plugged completely. All pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manhole.

#### A. Procedure

1. The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendations.
2. A vacuum of 10 in. of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9 in. of mercury.
3. The manhole shall pass if the time for the vacuum reading to drop from 10 in. of mercury to 9 in. of mercury meets or exceeds the values indicated in Table 1.
4. If the manhole fails the initial test, necessary repairs shall be made by an approved method. The manhole shall then be retested until a satisfactory test is obtained.

Minimum Test Times for Various Manhole Diameters – Vacuum Test – Table 1

Depth (ft)	Diameter (Inches)								
	30	33	36	42	48	54	60	66	72
	Times (Seconds)								
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	48	51	57
18	22	24	30	34	40	45	52	58	67
18	25	27	32	35	45	52	58	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	45	55	54	72	79	89
24	33	36	42	51	59	64	78	87	97
26	38	39	46	55	64	75	85	94	105
28	39	42	49	59	69	81	91	101	113
30	42	45	53	63	74	87	98	108	121

21. All sewer pipes shall be flushed to remove any debris, sand or grit from the completed sewers prior to being placed in service. The Contractor shall flush and pump or remove all water from the flushing process.
22. Each section of the sewer line between manholes is required to be straight and uniformly graded. Each section will be lamped in the presence of the Engineer.

## PART 13 – TESTING OF FORCE MAINS

### 13.1 General

- A. Sufficient backfill shall be placed prior to fillings with water and filed testing to prevent lifting of the pipe. When local conditions require that the trenches be backfilled immediately after the pipe has been laid, the testing may be carried out after backfilling has been completed.
- B. At least seven (7) days shall elapse after the last concrete thrust blocking has been cast with normal (Type 1) Portland cement. This elapsed time may be reduced to three (3) days with the use of high-early strength (Type 111) Portland cement.

### 13.2 Procedure

- A. The following procedure is based on the assumption that the pressure and leakage test will be performed at the same time. Separate tests may be made if approved by the Owner. If separate tests are made, the pressure test shall be made first, the duration of the pressure test may be reduced to one (1) hour and the test pressure for the leakage test may be reduced to the maximum working pressure that will occur on that last portion of the line. Each section of the pipeline shall be slowly filled with water and all air expelled by means of taps at high points. The specified test pressure shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Owner. The test pressure shall be maintained by additional pumpage if necessary for the specified time during which all exposed pipe, fittings, valves, and hydrants shall be carefully examined. All effective elements shall be repaired or removed and replaced and the test repeated until all visible leakage has been stopped and the allowable leakage requirements have been met.

13.3 HYDROSTATIC TESTS

- A. A two (2) hour test shall be made on each segment of the water lines between end points at a test pressure of at least 50% in excess of normal maximum operating pressure, not to exceed 200 psi. The test pressure shall be determined by the Owner and suitable gauges for checking same shall be supplied and connected by the Contractor. A gate valve or pressure relief valves shall be supplied and connected by the Contractor. A gate valve or pressure relief fitting shall be placed at each end of the segment being tested unless otherwise directed. Allowable pressure drop during the two (2) hour test shall be limited to 3% of the test pressure.
- B. Any leaks evident at the surface shall be uncovered, repaired, and/or replaced. All leaking joints shall be tightened, or remade, or replaced, and re-tested. All pipe, fittings, valves, or other accessories found defective under this test shall be removed and replaced at the Contractors expense.

13.4 ALLOWABLE LEAKAGE

- A. The Contractor shall furnish the gauges and measuring device for the leakage test, pump, pipe, connections and all other necessary apparatus, and shall furnish the necessary assistance to conduct the test. The duration of each leakage test shall be two (2) hours and during the test the main shall be subjected to the pressure required above or as specified in the purchaser’s addendum to this standard. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe or any valved section thereof to maintain the specified leakage test pressure after the pipe has been filled with water and the air in the pipeline has been expelled. No installation will be accepted if the leakage is greater than that determined by the formula:

$$\frac{L = ND\sqrt{P}}{7,400} \quad P + 50 \text{ psi}$$

L is the allowable leakage in gallons per hour; N is the number of joints in the length of pipeline tested; D is the nominal diameter of the pipe in inches; and P is the average test pressure during the leakage test in pounds per square inch gauge.

PART 14 – INITIAL CLEAN UP, GRADING, AND REPLACEMENT

The Contractor shall provide the necessary labor and equipment to permit initial clean up as the sewer main is being installed. Immediately following trench backfill, all areas disturbed by excavation shall be graded to conform to the adjacent ground levels. Earth shall be neatly mounded over the trench location. All debris, of whatever nature, due to the sewer main and service installation, shall be picked up and disposed of. All walks,

driveways, roads, streets, etc., shall be replaced to original condition.

#### PART 15 – FINAL CLEAN UP, FINISH GRADING, SEEDING, AND STRAW

Following completion of the various routes and initial trench settlement, the Contractor shall go over the routes and clean-up all remaining debris. Following completion of the final clean up, all areas in any way disturbed by the installation shall be graded to conform to the adjacent ground areas. After final grading, the graded areas shall be seeded and covered with straw. In areas of rock excavation, it will be necessary to place a four inch layer of earth over the exposed areas to form a seed bed for vegetation. The earth shall be applied as part of the final grading operation.

#### PART 16 – GUARANTEE

The Contractor shall guarantee all materials and workmanship in any way involved with this project for a period of one year from the date of final acceptance. Date of final acceptance is hereby defined as being the date on which the Board of Directors accepts the improvements.

END OF SECTION 333000

## SECTION 333100 - HDPE LINER SPECIFICATIONS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This specification includes furnishing and installing a 60mil HDPE geomembrane liner. Geomembranes with both smooth and textured surfaces are acceptable.

#### 1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
  1. D 638, Standard Test Method for Tensile Properties of Plastics.
  2. D 751, Standard Test Methods for Coated Fabrics.
  3. D 792, Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
  4. D 1004, Standard Test Method for Initial Tear Resistance of Plastic Film and Sheeting.
  5. D 1204, Standard Test Method for Linear Dimensional Changes of Non-Rigid Thermoplastic Sheeting or Film at Elevated Temperature.
  6. D 1238, Standard Test Method for Flow Rates of Thermoplastics by Extrusion Plastometer.
  7. D 1505, Standard Test Method for Density of Plastics by Density-Gradient Technique.
  8. D 1603, Standard Test Method for Carbon Black in Olefin Plastics.
  9. D 3895, Test Method for Oxidative Induction Time of Polyolefins by Thermal Analysis.
  10. D 4218, Test Method for Determination of Carbon Black Content in Polyethylene Compounds by the Muffle-Furnace Technique.
  11. D 4437, Standard Practice for Determining the Integrity of Field Seams Used in Joining Flexible Polymeric Sheet Geomembranes.
  12. D 4833, Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products.
  13. D 5199, Standard Test Method for Measuring Nominal Thickness of Smooth Geomembranes.
  14. D 5397, Standard Test Method for Evaluation of Stress Crack Resistance of Polyolefins using Notched Constant Tensile Load Test.
  15. D 5596, Standard Practice for Microscopical Examination of Pigment Dispersion in Plastic Compounds.
  16. D 5641, Standard Practice for Geomembrane Seam Evaluation by Vacuum Chamber.
  17. D 5721, Practice for Air-Oven Aging of Polyolefin Geomembranes.
  18. D 5820, Test Method for Air Testing.
  19. D 5885, Test Method for Oxidative Induction Time of Polyolefin Geosynthetics by High Pressure Differential Scanning Calorimetry.
  20. D 5994, Standard Test Method for Measuring Nominal Thickness of Textured Geomembranes
  21. D 6365, Standard Practice for the Nondestructive Testing of Geomembrane Seams using the Spark Test

- B. Geosynthetic Research Institute (GRI):
  - 1. GRI GM 6, Pressurized Air Channel Test for Dual Seamed Geomembranes
  - 2. GRI GM 9, Cold Weather Seaming of Geomembranes
  - 3. GRI GM 10, Specification for Stress Crack Resistance of HDPE Geomembrane Sheet
  - 4. GRI GM 13, Test Properties, Testing Frequency and Recommended Warranty for High Density Polyethylene (HDPE) Smooth and Textured Geomembranes
  - 5. GRI GM 14, Test Frequencies for Destructive Seam Testing

### 1.3 SUBMITTALS

- A. Submit the following to the Engineer or Owner, for review and approval, within a reasonable time so as to expedite shipment or installation of the Geomembrane:
  - 1. Documentation of manufacturer's qualifications as specified in subsection 1.04A of this Section.
  - 2. Manufacturer's Quality Control program manual or descriptive documentation.
  - 3. A material properties sheet, including at a minimum all properties specified in GRI GM 13, including test methods used.
  - 4. Sample of the material.
  - 5. Documentation of Installer's qualifications, as specified below and in subsection 1.04B of this Section.
    - a. Submit a list of at least ten completed facilities. For each installation, provide: name and type of facility; its location; the date of installation; name and telephone number of contact at the facility; type and thickness of geomembrane and; surface area of the installed geomembrane.
    - b. Submit resumes or qualifications of the Installation Supervisor, Master Seamer and Technicians to be assigned to this project.
    - c. Quality Control Program.
  - 6. Example Material Warranty and Liner Installation Warranty complying with subsections 1.07 and 1.08 of this Section.
  - 7. Resin Supplier's name, resin production plant identification, resin brand name and number, production date of the resin, resin Manufacturer's quality control certificates, and certification that the properties of the resin meet the requirements for the project.
- B. Shop Drawings
  - 1. Submit copies of shop drawings for engineer's approval within a reasonable time so as not to delay the start of geomembrane installation. Shop drawings shall show the proposed panel layout identifying seams and details. Seams should generally follow the direction of the slope. Butt seams or roll-end seams should not occur on a slope unless approved by the Owner's Representative. Butt seams on a slope, if allowed, should be staggered.
  - 2. Placement of geomembrane will not be allowed to proceed until Owner's Representative has received and approved the shop drawings.
- C. Additional Submittals (In-Progress and at Completion)
  - 1. Manufacturer's warranty (refer to subsection 1.07).
  - 2. Geomembrane installation warranty (refer to subsection 1.08).
  - 3. Daily written acceptance of subgrade surface (refer to subsection 3.01.C).

4. Low-temperature seaming procedures if applicable (refer to subsection 3.03.A).
5. Prequalification test seam samples (refer to subsection 3.05.A.6).
6. Field seam non-destructive test results (refer to subsection 3.05.B.1).
7. Field seam destructive test results (refer to subsection 3.05.C.6).
8. Daily field installation reports (refer to subsection 3.05.G).
9. Installation record drawing, as discussed in subsection 3.05.

#### 1.4 QUALITY CONTROL

- A. **Manufacturer's Qualifications:** The manufacturer of geomembrane of the type specified or similar product shall have at least five years experience in the manufacture of such geomembrane. In addition, the geomembrane manufacturer shall have manufactured at least 1,000,000 M2 (10,000,000 FT2) of the specified type of geomembrane or similar product during the last five years.
- B. **Installer's Qualifications**
  1. The Geomembrane Installer shall be the Manufacturer, approved Manufacturer's Installer or a contractor approved by the Owner's Representative to install the geomembrane.
  2. The Geomembrane Installer shall have at least three years experience in the installation of the specified geomembrane or similar. The Geomembrane Installer shall have installed at least 10 projects involving a total of 500,000 M2 (5,000,000FT2) of the specified type of geomembrane or similar during the last three years.
  3. Installation shall be performed under the direction of a field Installation Supervisor who shall be responsible throughout the geomembrane installation, for geomembrane panel layout, seaming, patching, testing, repairs, and all other activities of the Geomembrane Installer. The Field Installation Supervisor shall have installed or supervised the installation and seaming of a minimum of 10 projects involving a total of 500,000 M2 (5,000,000 FT2) of geomembrane of the type specified or similar product.
  4. Seaming shall be performed under the direction of a Master Seamer (who may also be the Field Installation Supervisor or Crew Foreman) who has seamed a minimum of 300,000M2 (3,000,000FT2) of geomembrane of the type specified or similar product, using the same type of seaming apparatus to be used in the current project. The Field Installation Supervisor and/or Master Seamer shall be present whenever seaming is performed.
  5. All seaming, patching, other welding operations, and testing shall be performed by qualified technicians employed by the Geomembrane Installer.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Each roll of geomembrane delivered to the site shall be labeled by the manufacturer. The label shall be firmly affixed and shall clearly state the manufacturer's name, product identification, material thickness, roll number, roll dimensions and roll weight.
- B. Geomembrane shall be protected from mud, dirt, dust, puncture, cutting or any other damaging or deleterious conditions.
- C. Rolls shall be stored away from high traffic areas. Continuously and uniformly support rolls on a smooth, level prepared surface.

D. Rolls shall not be stacked more than three high.

#### 1.6 PROJECT CONDITIONS

A. Geomembrane should not be installed in the presence of standing water, while precipitation is occurring, during excessive winds, or when material temperatures are outside the limits specified in Section 3.03.

#### 1.7 MATERIAL WARRANTY

A. The Geomembrane Manufacturer shall guarantee the geomembrane line against defects in workmanship for 1 year commencing with the date of final acceptance.

#### 1.8 GEOMEMBRANE INSTALLATION WARRANTY

A. The Geomembrane Installer shall guarantee the geomembrane installation against defects in the installation and workmanship for 1 year commencing with the date of final acceptance.

### PART 2 - PRODUCTS

#### 2.1 SOURCE QUALITY CONTROL

##### A. Manufacturing Quality Control

1. The test methods and frequencies used by the manufacturer for quality control/quality assurance of the above geomembrane prior to delivery, shall be in accordance with GRI GM 13, or modified as required for project specific conditions.
2. The manufacturer's geomembrane quality control certifications, including results of quality control testing of the products, as specified in subsection 2.01.A.3 of this Section, must be supplied to the Owner's Representative to verify that the materials supplied for the project are in compliance with all product and or project specifications in this Section. The certification shall be signed by a responsible party employed by the manufacturer, such as the QA/QC Manager, Production Manager, or Technical Services Manager. Certifications shall include lot and roll numbers and corresponding shipping information.
3. The Manufacturer will provide Certification that the geomembrane and welding rod supplied for the project have the same base resin and material properties.

#### 2.2 GEOMEMBRANE LINER

- A. The geomembrane liner shall consist of new, first quality products designed and manufactured specifically for the purpose of this work which shall have been satisfactorily demonstrated by prior testing to be suitable and durable for such purposes. The geomembrane rolls shall be seamless, high density polyethylene (HDPE- Density >0.94g/cm) containing no plasticizers, fillers or extenders and shall be free of holes, blisters or contaminants, and leak free verified by 100% in line spark or equivalent testing. The geomembrane shall be supplied as a continuous sheet with no factory seams in rolls. The geomembrane will meet the property requirements as shown in Table A. (GRI GM 13)
- B. Material conformance testing by the Owner's Representative, if required, will be conducted in accordance with the project specifications.



- C. The geomembrane seams shall meet the property requirements per ASTM 4437.

## PART 3 - EXECUTION

### 3.1 SUBGRADE PREPARATION

- A. The soil subgrade shall be reviewed and approved by the engineer or his/her qualified delegate prior to placement of the geomembrane. This shall be accomplished by observing the amount of deflection and/or rutting which occurs under the wheels of loaded construction equipment. Areas of excessive deformation, e.g., excessive pumping or rutting, greater than 2 inches (50 mm) and areas which appear wet at the surface, frozen, or otherwise unstable shall be corrected by excavation of the unstable area and replacement. Alternately, the engineer may specify a different method of stabilization. Soils used to replace unstable areas shall be approved by the engineer prior to placement.
- B. Approved subgrade should be of sufficient quality to support the weight of installation equipment, e.g., 4x4 forklift, rubber-tracked bobcat, etc.
- C. Daily evaluation of the subgrade after preparation must show that no changes have occurred, e.g., rain, before placement of the geomembrane.
- D. Sources for subgrade material shall be free of any organics, vegetation, debris, foreign material, and other deleterious material.
- E. Sticks, sharp objects, hard nodules, subsurface voids, soft areas, excess silt, protrusion, or debris of any kind should not be present.
- F. If coarse grained material is encountered, appropriate bedding should be used to protect the geomembrane. This bedding should consist of compacted finer material with a depth of 150 mm (6") minimum.
- G. Subgrade surface must be free of all rocks and stones for the following types of geomembranes:
  - a. Reinforced Geomembranes (> 20 mil) 3/8-inch (10 mm) diameter maximum particle size typically and manufacturer should be contacted if greater than 3/8-inch (10 mm) diameter maximum
  - b. Light Reinforced Geomembranes (< 20 mil) less than 3/8-inch (10 mm) diameter particle size manufacturer should be contacted if greater than 3/8-inch (10 mm) diameter maximum
  - c. Unsupported Poly Geomembranes 1/2-inch (13 mm) diameter maximum particle size typically manufacturer should be contacted if greater than 1/2-inch (13 mm) diameter maximum
  - d. Unsupported Compounded Geomembranes (PVC, alloys, and rubbers) 1-inch (25 mm) diameter maximum particle size typically manufacturer should be contacted if greater than 1-inch (25 mm) diameter maximum.

Larger rock sizes may be possible but site specific puncture resistance tests should be conducted to determine if a cushion geotextile is required. Cushion geotextiles can be effective in protecting a geomembrane from puncture. An extreme example is shown in Figure 2 with a 0.75 mm (30 mil) thick PVC geomembrane installed with a geotextile protection fabric of 540 g/m<sup>2</sup> (16 oz/yd<sup>2</sup>) being placed on 100 mm diameter ballasted rock subgrade. However, it is generally not recommended to place a geomembrane on a rock subgrade as shown in Figure 2.

- H. Subgrade surface needs to be smooth, flat, firm, and unyielding with no sudden, sharp, or abrupt changes or break in grade.
- I. The natural groundwater/piezometric level should be established (current and future) and if it is higher than the base of the excavation adequate drainage should be installed to prevent water pressure from building up below the liner. Possible site specific solutions include one of the following:
  - a. Drainage material, a minimum of 100 mm thick.
  - b. Underdrain system.
- J. Venting is recommended unless other site conditions exist to allow dissipation of gas pressure from beneath the liner.
- K. No standing water, mud, snow, or frozen subgrade conditions shall be present. The subgrade should be protected from desiccation, flooding, and freezing. Freezing is especially important on installations on a sloping surface because ice lenses can create a weak interface between the geomembrane and subgrade that may result in slope instability. The subgrade should not be prepared when frozen and it should not include any frozen material. This compromises the compaction of the layer.
- L. Desiccation cracks should not exceed one inch (25 mm).
- M. Voids or low areas in the subgrade should not be “bridged” by the geomembrane. Sufficient slack should be given so the geomembrane remains in intimate and continuous contact with the subgrade.
- N. Subgrade surface should be drum smooth rolled prior to liner installation. The geomembrane should not be placed on a surface derived from a sheepsfoot roller.
- O. The subgrade surface needs to be compacted to a minimum of 95% of Relative Compaction based on the Standard Proctor Test, or 90% based on Modified Proctor Test.
  - a. Weak or compressible areas that cannot be satisfactorily compacted should be removed and replaced. Sand blinding may be used as protection.
  - b. Surface should be compacted at a moisture content that achieves the required permeability and dry unit weight.
- P. Subgrade damaged by construction equipment shall be repaired prior to placement.

- Q. Slope stability is a site specific issue because many factors can adversely impact slope stability. Generally, a slope inclination less than 3 horizontal to 1 vertical is needed, especially in damp or freezing weather. Site specific shear testing and slope stability analyses of underlying and overlying soils and interfaces should be performed to ensure a stable slope. The slope inclination should be verified prior to placement of the geomembrane.

### 3.2 GEOMEMBRANE PLACEMENT

- A. No geomembrane shall be deployed until the applicable certifications and quality control certificates listed in subsection 1.03 of this Section are submitted to and approved by the Owner's Representative. Should geomembrane material be deployed prior to approval by the Owner's Representative it will be at the sole risk of the Geomembrane Installer and/or Contractor. If the material does not meet project specifications it shall be removed from the work area at no cost to the owner.
- B. The geomembrane shall be installed to the limits shown on the project drawings and essentially as shown on approved panel layout drawings.
- C. No geomembrane material shall be unrolled and deployed if the material temperatures are lower than 0 degrees C (32 degrees F) unless otherwise approved by the Owner's Representative. The specified minimum temperature for material deployment may be adjusted by the Owner's Representative based on recommendations by the manufacturer. Temperature limitations should be defined in the preconstruction meeting. Typically, only the quantity of geomembrane that will be anchored and seamed together in one day should be deployed.
- D. No vehicular traffic shall travel on the geomembrane other than an approved low ground pressure All Terrain Vehicle or equivalent.
- E. Sand bags or equivalent ballast shall be used as necessary to temporarily hold the geomembrane material in position under the foreseeable and reasonably -expected wind conditions. Sand bag material shall be sufficiently close- knit to prevent soil fines from working through the bags and discharging on the geomembrane.
- F. Geomembrane placement shall not be done if moisture prevents proper subgrade preparation, panel placement, or panel seaming. Moisture limitations should be defined in the preconstruction meeting.
- G. Damaged panels or portions of the damaged panels which have been rejected shall be marked and their removal from the work area recorded.
- H. The geomembrane shall not be allowed to "bridge over" voids or low areas in the subgrade. In these areas, the geomembrane shall be to allow the geomembrane to rest in intimate contact with the subgrade.
- I. Wrinkles caused by panel placement or thermal expansion should be minimized in accordance with section 1.09 B11.
- J. Considerations on Site Geometry: In general, seams shall be oriented parallel to the line of the maximum slope. In corners and odd shaped geometric locations, the total length of field

seams shall be minimized. Seams shall not be located at low points in the subgrade unless geometry requires seaming at such locations and if approved by the Owner's Representative.

- K. Overlapping: The panels shall be overlapped prior to seaming to whatever extent is necessary to affect a good weld and allow for proper testing. In no case shall this overlap be less than 75mm (3 in.).

### 3.3 SEAMING PROCEDURES

- A. Cold weather installations should follow guidelines as outlined in GRI GM9.
- B. No geomembrane material shall be seamed when liner temperatures are less than 0 degrees C (32 degrees F) unless the following conditions are complied with:
  - 1. Seaming of the geomembrane at material temperatures below 0 degrees C (32 degrees F) is allowed if the Geomembrane Installer can demonstrate to the Owner's Representative, using pre-qualification test seams, that field seams comply with the project specifications, the safety of the crew is ensured, and geomembrane material can be fabricated (i.e. pipe boots, penetrations, repairs. etc.) at sub-freezing temperatures.
- C. The Geomembrane Installer shall submit to the Owner's Representative for approval, detailed procedures for seaming at low temperatures, possibly including the following:
  - 1. Preheating of the geomembrane
  - 2. The provision of a tent or other device if necessary, to prevent heat losses during seaming and rapid heat losses subsequent to seaming.
  - 3. Number of test welds to determine appropriate seaming parameters
- D. No geomembrane material shall be seamed when the sheet temperature is above 75 degrees C (170 degrees F) as measured by an infrared thermometer or surface thermocouple unless otherwise approved by the Owner's Representative. This approval will be based on recommendations by the manufacturer and on a field demonstration by the Geomembrane Installer using prequalification test seams to demonstrate that seams comply with the specification.
- E. Seaming shall primarily be performed using automatic fusion welding equipment and techniques. Extrusion welding shall be used where fusion welding is not possible such as at pipe penetrations, patches, repairs and short (less than a roll width) runs of seams.
- F. Fish mouths or excessive wrinkles at the seam overlaps, shall be minimized and when necessary cut along the ridge of the wrinkles back into the panel so as to affect a flat overlap. The cut shall be terminated with a keyhole cut (nominal 10 mm (1/2 in) diameter hole) so as to minimize crack/tear propagation. The overlay shall subsequently be seamed. The key hole cut shall be patched with an oval or round patch of the same base geomembrane material extending a minimum of 150 mm (6 in.) beyond the cut in all directions.

### 3.4 PIPE AND STRUCTURE PENETRATION SEALING SYSTEM

- A. Provide penetration sealing system as shown in the Project Drawings.

- B. Penetrations shall be constructed from the base geomembrane material, flat stock, prefabricated boots and accessories as shown on the Project Drawings. The pre-fabricated or field fabricated assembly shall be field welded to the geomembrane as shown on the Project Drawings so as to prevent leakage. This assembly shall be tested as outlined in section
- C. Alternatively, where field non destructive testing can not be performed, attachments will be field spark tested by standard holiday leak detectors in accordance with ASTM 6365 Spark testing should be done in areas where both air pressure testing and vacuum testing are not possible.
  - 1. Equipment for Spark testing shall be comprised of but not limited to: A hand held holiday spark tester and conductive wand that generates a high voltage.
  - 2. The testing activities shall be performed by the Geomembrane Installer by placing an electrically conductive tape or wire beneath the seam prior to welding. A trial seam containing a non welded segment shall be subject to a calibration test to ensure that such a defect (non welded segment) will be identified under the planned machine settings and procedures. Upon completion of the weld, enable the spark tester and hold approximately 25mm (1 in) above the weld moving slowly over the entire length of the weld in accordance with ASTM 6365. If there is no spark the weld is considered to be leak free.
  - 3. A spark indicates a hole in the seam. The faulty area shall be located, repaired and retested by the Geomembrane Installer.
  - 4. Care should be taken if flammable gases are present in the area to be tested.

### 3.5 FIELD QUALITY CONTROL

The Owner's Representative shall be notified prior to all pre qualification and production welding and testing, or as agreed upon in the pre construction meeting.

#### A. Prequalification Test Seams

- 1. Test seams shall prepared and tested by the Geomembrane Installer to verify that seaming parameters (speed, temperature and pressure of welding equipment) are adequate.
- 2. Test seams shall be made by each welding technician and tested in accordance with ASTM D 4437 at the beginning of each seaming period. Test seaming shall be performed under the same conditions and with the same equipment and operator combination as production seaming. The test seam shall be approximately 3.3 meters (10 feet) long for fusion welding and 1 meter (3 feet) long for extrusion welding with the seam centered lengthwise. At a minimum, tests seams should be made by each technician 1 time every 4–6 hours; additional tests may be required with changes in environmental conditions.
- 3. Two 25 mm (1 in) wide specimens shall be die-cut by the Geomembrane Installer from each end of the test seam. These specimens shall be tested by the Geomembrane Installer using a field tensiometer testing both tracks for peel strength and also for shear strength. Each specimen shall fail in the parent material and not in the weld, "Film Tear Bond"(F.T.D. failure). Seam separation equal to or greater than 10% of the track width shall be considered a failing test.
- 4. The minimum acceptable seam strength values to be obtained for all specimens tested are listed in Subsection 3.05.C.4 of this Section. All four specimens shall pass for the test seam to be a passing seam.

5. If a test seam fails, an additional test seam shall be immediately conducted. If the additional test seam fails, the seaming apparatus shall be rejected and not used for production seaming until the deficiencies are corrected and a successful test seam can be produced.
6. A sample from each test seam shall be labeled. The label shall indicate the date, geomembrane temperature, number of the seaming unit, technician performing the test seam and pass or fail description. The sample shall then be given to the Owner's Representative for archiving.

#### B. Field Seam Non-destructive Testing

1. All field seams shall be non-destructively tested by the Geomembrane Installer over the full seam length before the seams are covered. Each seam shall be numbered or otherwise designated. The location, date, test unit, name of tester and outcome of all non-destructive testing shall be recorded and submitted to the Owner's Representative.
2. Testing should be done as the seaming work progresses, not at the completion of all field seaming, unless agreed to in advance by the Owner's Representative. All defects found during testing shall be numbered and marked immediately after detection. All defects found should be repaired, retested and remarked to indicate acceptable completion of the repair.
3. Non-destructive testing shall be performed using vacuum box, air pressure or spark testing equipment.
4. Non-destructive tests shall be performed by experienced technicians familiar with the specified test methods. The Geomembrane Installer shall demonstrate to the Owner's Representative all test methods to verify the test procedures are valid.
5. Extrusion seams shall be vacuum box tested by the Geomembrane Installer in accordance with ASTM D 4437 and ASTM D 5641 with the following equipment and procedures:
  - a. Equipment for testing extrusion seams shall be comprised of but not limited to: a vacuum box assembly consisting of a rigid housing, a transparent viewing window, a soft rubber gasket attached to the base, port hole or valve assembly and a vacuum gauge; a vacuum pump assembly equipped with a pressure controller and pipe connections; a rubber pressure/vacuum hose with fittings and connections; a plastic bucket; wide paint brush or mop; and a soapy solution.
  - b. The vacuum pump shall be charged and the tank pressure adjusted to approximately 35 kPa (5 psig).
  - c. The Geomembrane Installer shall create a leak tight seal between the gasket and geomembrane interface by wetting a strip of geomembrane approximately 0.3m (12in) by 1.2m (48 in) (length and width of box) with a soapy solution, placing them box over the wetted area, and then compressing the box against the geomembrane. The Geomembrane Installer shall then close the bleed valve, open the vacuum valve, maintain initial pressure of approximately 35 kPa (5 psig) for approximately 5 seconds. The geomembrane should be continuously examined through the viewing window for the presence of soap bubbles, indicating a leak. If no bubbles appear after 5 seconds, the area shall be considered leak free. The box shall be depressurized and moved over the next adjoining area with an appropriate overlap and the process repeated.
  - d. All areas where soap bubbles appear shall be marked, repaired and then retested.

- e. At locations where seams cannot be non destructively tested, such as pipe penetrations, alternate nondestructive spark testing (as outlined in section 3.04.B) or equivalent should be substituted.
  - f. All seams that are vacuum tested shall be marked with the date tested, the name of the technician performing the test and the results of the test.
6. Double Fusion seams with an enclosed channel shall be air pressure tested by the Geomembrane Installer in accordance with ASTM D 5820 and ASTM D 4437 and the following equipment and procedures:
- a. Equipment for testing double fusion seams shall be comprised of but not limited to: an air pump equipped with a pressure gauge capable of generating and sustaining a pressure of 210 kPa (30 psig), mounted on a cushion to protect the geomembrane; and a manometer equipped with a sharp hollow needle or other approved pressure feed device.
  - b. The Testing activities shall be performed by the Geomembrane Installer. Both ends of the seam to be tested shall be sealed and a needle or other approved pressure feed device inserted into the tunnel created by the double wedge fusion weld. The air pump shall be adjusted to a pressure of 210 kPa (30 psig), and the valve closed, allow 2 minutes for the injected air to come to equilibrium in the channel, and sustain pressure for 5 minutes. If pressure loss does not exceed 28 kPa (4 psi) after this five-minute period the seam shall be considered leak tight. Release pressure from the opposite end verifying pressure drop on needle to ensure testing of the entire seam. The needle or other approved pressure feed device shall be removed and the feed hole sealed.
  - c. If loss of pressure exceeds 28 kPa (4 psig) during the testing period or pressure does not stabilize, the faulty area shall be located, repaired and retested by the Geomembrane Installer.
  - d. Results of the pressure testing shall be recorded on the liner at the seam tested and, on a pressure testing record.

### C. Destructive Field Seam Testing

- 1. One destructive test sample per 150 linear m (500 linear ft) seam length or another predetermined length in accordance with GRI GM 14 shall be taken by the Geomembrane Installer from a location specified by the Owner's Representative. The Geomembrane Installer shall not be informed in advance of the sample location. In order to obtain test results prior to completion of geomembrane installation, samples shall be cut by the Geomembrane Installer as directed by the Owner's Representative as seaming progresses.
- 2. All field samples shall be marked with their sample number and seam number. The sample number, date, time, location, and seam number shall be recorded. The Geomembrane Installer shall repair all holes in the geomembrane resulting from obtaining the seam samples. All patches shall be vacuum box tested or spark tested. If a patch cannot be permanently installed over the test location the same day of sample collection, a temporary patch shall be tack welded or hot air welded over the opening until a permanent patch can be affixed.
- 3. The destructive sample size shall be 300 mm (12 in) wide by 1 m (36 in) long with the seam centered lengthwise. The sample shall be cut into three equal sections and distributed as follows: one section given to the Owner's Representative as an archive sample; one section given to the Owner's Representative for laboratory testing as

specified in paragraph 5 below; and one section retained by the Geomembrane Installer for field testing as specified in paragraph 4 below.

4. For field testing, the Geomembrane Installer shall cut 10 identical 25 mm (1 in) wide replicate specimens from his sample. The Geomembrane Installer shall test five specimens for seam shear strength and five for peel strength. Peel tests will be performed on both inside and outside weld tracks. To be acceptable, 4 of 5 test specimens must pass the stated criteria in section 2.02 with less than 10% separation. If 4 of 5 specimens pass, the sample qualifies for testing by the testing laboratory if required.
5. If independent seam testing is required by the specifications it shall be conducted in accordance with ASTM 5820 or ASTM D4437 or GRI GM 6.
6. Reports of the results of examinations and testing shall be prepared and submitted to the Owner's Representative.
7. For field seams, if a laboratory test fails, that shall be considered as an indicator of the possible inadequacy of the entire seamed length corresponding to the test sample. Additional destructive test portions shall then be taken by the Geomembrane Installer at locations indicated by the Engineer, typically 3 m (10 ft) on either side of the failed sample and laboratory seam tests shall be performed. Passing tests shall be an indicator of adequate seams. Failing tests shall be an indicator of non-adequate seams and all seams represented by the destructive test location shall be repaired with a cap-strip extrusion welded to all sides of the capped area. All cap-strip seams shall be nondestructively vacuum box tested until adequacy of the seams is achieved. Cap strip seams exceeding 50 M in length (150 FT) shall be destructively tested.

#### D Identification of Defects

1. Panels and seams shall be inspected by the Installer and Owner's Representative during and after panel deployment to identify all defects, including holes, blisters, undispersed raw materials and signs of contamination by foreign matter.

#### E. Evaluation of Defects: Each suspect location on the liner (both in geomembrane seam and non-seam areas) shall be non-destructively tested using one of the methods described in Section 3.05.B. Each location which fails non-destructive testing shall be marked, numbered, measured and posted on the daily "installation" drawings and subsequently repaired.

1. If a destructive sample fails the field or laboratory test, the Geomembrane Installer shall repair the seam between the two nearest passed locations on both sides of the failed destructive sample location.
2. Defective seams, tears or holes shall be repaired by reseaming or applying a extrusion welded cap strip.
3. Reseaming may consist of either:
  - a. Removing the defective weld area and rewelding the parent material using the original welding equipment; or
  - b. Reseaming by extrusion welding along the overlap at the outside seam edge left by the fusion welding process.
4. Blisters, larger holes, and contamination by foreign matter shall be repaired by patches and/or extrusion weld beads as required. Each patch shall extend a minimum of 150 mm (6 in) beyond all edges of the defects.
5. All repairs shall be measured, located and recorded.



- F. Verification of Repairs on Seams: Each repair shall be non-destructively tested using either vacuum box or spark testing methods. Tests which pass the non-destructive test shall be taken as an indication of a successful repair. Failed tests shall be resealed and retested until a passing test result. The number, date, location, technician and test outcome of each patch shall be recorded.
- G. Daily Field Installation Reports: At the beginning of each day's work, the Installer shall provide the Engineer with daily reports for all work accomplished on the previous work day. Reports shall include the following:
  - 1. Total amount and location of geomembrane placed;
  - 2. Total length and location of seams completed, name of technicians doing seaming and welding unit numbers;
  - 3. Drawings of the previous day's installed geomembrane showing panel numbers, seam numbers and locations of non-destructive and destructive testing;
  - 4. Results of pre-qualification test seams;
  - 5. Results of non-destructive testing; and
  - 6. Results of vacuum testing of repairs.
- H. Destructive test results shall be reported prior to covering of liner or within 48 hours.

### 3.6 LINER ACCEPTANCE

A Geomembrane liner will be accepted by the Owner's Representative when:

- 1. The entire installation is finished or an agreed upon subsection of the installation is finished;
- 2. All Installer's QC documentation is completed and submitted to the owner
- 3. Verification of the adequacy of all field seams and repairs and associated geomembrane testing is complete.

### 3.7 ANCHOR TRENCH

A Construct as specified on the project drawings.

### 3.8 DISPOSAL OF SCRAP MATERIALS

A. On completion of installation, the Geomembrane Installer shall dispose of all trash and scrap material in a location approved by the Owner, remove equipment used in connection with the work herein, and shall leave the premises in a neat acceptable manner. No scrap material shall be allowed to remain on the geomembrane surface.

END OF SECTION 333100

## **SECTION 334000 – STORM DRAINAGE**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes
  - 1. Storm sewer drainage piping, fittings, and accessories.
  - 2. Storm drainage structures.

#### **1.2 SUBMITTALS**

- A. Product Data: Provide data on pipe materials, pipe fittings, and accessories. Provide shop drawings for precast inlets and catch basins.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified local requirements.
- C. Project Record Documents:
  - 1. Accurately record actual locations of pipe runs, connections, catch basins, cleanouts, and invert elevations.
  - 2. Identify and describe unexpected variations to subsoil conditions and location of uncharted utilities.

### **PART 2 - PRODUCTS**

#### **2.1 PIPE AND FITTINGS**

- A. Reinforced Concrete Pipe (RCP): ASTM C76, Class III unless noted otherwise on Drawings, installed with flexible plastic, bitumen gaskets at joints.
  - 1. Gaskets: AASHTO M198, Type B or ASTM C443, installed in accordance with manufacturer's recommendations.
  - 2. Flared End Sections: ASTM C76, or for sections with toe wall, AASHTOH170.
- B. High Performance Polypropylene pipe (HP) shall conform to the following requirements:
  - 1. AASHTO M330, smooth interior and annular exterior. Pipe shall be installed in accordance with pipe manufacture's installation guidelines. Pipe shall meet all City Requirements.
  - 2. Joint and Fittings. Pipe joints and fittings shall conform to ASTM D3212, or be approved by the engineer. All joints and fittings to be water tight.

#### **2.2 DRAINAGE STRUCTURES**

- A. Catch Basins, Inlets, and Junction Boxes: Provide in accordance with details shown on Drawings and ASTM C-478.
- B. Lids and Frame: Provide in accordance with details shown on Drawings.
  - 1. Acceptable Manufacturers:
    - a. Neenah Foundry.
    - b. East Jordan Iron Works.
    - c. Bass & Hays Foundry.
- C. Cement Mortar used for paving inverts, filling lift holes, joints, patching and anchoring castings shall consist of one part Portland cement, type I, ASTM C150, 1/4 part hydrated lime, ASTM C206 and 2-1/2 parts clean, well-graded sand and water free of suspended matter, alkali, and containing no industrial or domestic waste.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that trench cut and excavation is ready to receive work and excavations, dimensions, and elevations are as indicated on Drawings.

### **3.2 PREPARATION**

- A. Hand trim excavations to required elevations. Correct over-excavation with bedding material.
- B. Remove large stones or other hard matter that could damage piping or impede consistent backfilling or compaction.
- C. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.

### **3.3 INSTALLATION - PIPE**

- A. The pipe shall be inspected for defects and cracks before being lowered into the trench, piece by piece. Any defective, damaged or unsound pipe or any pipe that has had its grade disturbed after laying shall be taken up and replaced. Open ends shall be protected with a stopper to prevent earth or other material from entering the pipe during construction. The interior of the pipe shall be free from dirt, excess water and other foreign materials as the pipe laying progresses and left clean at the completion of the installation.
- B. Excavate pipe trench and place bedding material in accordance with the Earthwork section.
- C. Install pipe in accordance with manufacturer's written recommendations.
- D. Reinforced Concrete Pipe: Pipe shall be installed in accordance with pipe manufacturer's installation Guidelines for Culvert Storm Drainage Applications.
- E. Installation shall commence at the lowest point for each segment of the route.
- F. Lay pipe to the required line and slope gradients with the necessary fittings, inlets, risers, structures, and other appurtenances placed at the required location as noted on Drawings.
- G. Do not displace or damage pipe when compacting.
- H. No pipe shall be laid in water or when trench conditions are unsuitable for such work.
- I. Joints:
  - 1. Joints shall be constructed as described herein and in accordance with manufacturer's installation instructions for soil tight joints.
  - 2. For RCP, the joint surface shall be cleaned and washed with water, if necessary, before the joints are made. For tongue and groove joints in smaller sizes, make joints butting the inside of the bell with a cement mortar before joining. The inside joint shall be wiped clean of excess mortar by brush or a squeegee drawn through the pipe as the laying operations progress. In the larger diameters, which permit the entry of a man, annular space between pipe sections shall be completely filled with mortar and finished off smooth with the inside surface of the pipe.

- J. All installation shall be in compliance with ASTM C1479.

### **3.4 INSTALLATION – CATCH BASINS, INLETS, AND JUNCTION BOXES**

- A. Drainage structures shall be constructed in accordance with details shown on drawings.
- B. Precast Sections:
  - 1. Precast section with bases shall be installed in accordance with the Earthwork section or as shown on drawings.
  - 2. Pipe shall be properly aligned with connections to structures as shown on the drawings.
- C. Invert channels shall be smooth and accurately shaped to a semicircular bottom conforming to the inside of the adjacent sewer section. Invert channels and structure bottoms shall be shaped with cement mortar. Changes in size and grade of invert shall be made gradually and evenly. Changes in direction of the sewer entering branch or branches shall have a true curve of as large a radius as the manhole will permit.
- D. Frames and Covers:
  - 1. Frames and covers shall be set to the proper elevation. The frames shall be firmly embedded in mortar approximately 1 inch thick and aligned to fit the top section of the structure.
  - 2. Bricks set in mortar used to adjust the frame to finished grade shall be limited to no more than four courses.
  - 3. Adjustment rings used to make adjustments in grade shall be made with the initial ring embedded in mortar and the exterior of the rings parged with mortar not less than 1/2 inch thick. No adjustment made in this manner shall exceed 8 inches.

### **3.5 INSPECTION AND TESTING**

- A. General:
  - 1. Storm sewer systems and culverts, upon completion or at such time as directed, shall be cleaned, inspected and tested. The system or culvert shall have a true grade and line. Actual elevations shall be within 0.08 feet of the elevations given on the drawings.
  - 2. After completion of the Work, or any part thereof, the job shall be tested to determine that it has been installed in accordance with the drawings and specifications. In general, the Work shall prove to be in good condition, installed in accordance with the drawings and specifications and ready for use.
- B. Cleaning and Testing: Visibly inspect and remove all debris and obstructions from storm pipe. Test for infiltration and exfiltration by hydrostatic testing per ASTM C969. Manholes and pipe shall conform to ASTM C969 leakage criteria.
- C. Alignment Test: After backfill has been placed and compacted to a depth not less than one foot above top of pipe, a visual inspection shall be made by flashing a light between manholes. Any displacement or misalignment of invert shall be corrected.

**END OF SECTION 334000**

**APPENDIX A**

MoDNR Land Disturbance Permit

STATE OF MISSOURI  
DEPARTMENT OF NATURAL RESOURCES  
MISSOURI CLEAN WATER COMMISSION



## 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 SOB 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 02681, Cole County  
UTM Coordinates: 571840.000/4270368.000  
Receiving Stream: Tributary to Wears Creek (U)  
First Classified Stream - ID#: 100K Extent-Remaining Streams (C) 3960.00  
USGS# and Sub Watershed#: 10300102 - 1304

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements a 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)

Issued to a city, county, state or federal agency, other governmental jurisdiction, or other private area-wide projects as determined by the Department on a case-by-case basis

This permit authorizes only wastewater, including storm water, discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System, it does not apply to other regulated areas. This permit may be appealed in accordance with RSMo Section 644.051.6 and 621.250, 10 CSR 20-6.020, and 10 CSR 20-1.020.

August 01, 2022

Issue Date

Chris Wieberg, Director  
Water Protection Program

July 04, 2027

Expiration Date

## **I. APPLICABILITY**

### **A. Permit Coverage and Authorized Discharges**

1. This Missouri State Operating Permit (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.

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 Missouri Department of Natural Resources (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 owner/operator of this permit is responsible for compliance with this permit [10 CSR 20-6.200 (3)(B)].

2. This general permit is issued to a city, county, state or federal agency, other governmental jurisdiction, or other private area-wide projects as determined by the Department on a case-by-case basis, for land disturbance projects performed by or under contract to the permittee.
3. This permit authorizes stormwater discharges from land disturbance support activities (e.g., equipment staging yards, material storage areas, excavated material disposal areas, borrow areas, concrete, or asphalt batch plants) provided appropriate stormwater controls are designed, installed, and maintained and the following conditions are met and addressed in the Stormwater Pollution Prevention Plan (SWPPP). The permittee is responsible for compliance with this permit for any stormwater discharges from construction support activity.
  - (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 or serve multiple unrelated construction sites;
  - (c) The support activity does not continue to operate beyond the completion of the construction activity at the project it supports;
  - (d) Sediment and erosion controls are implemented in accordance with the conditions of this permit; and
  - (e) The support activity is strictly stormwater discharges or non-stormwater discharges listed in PART I, APPLICABILITY, Condition A.4. Support activities which discharge process water shall apply for separate coverage (e.g., a concrete batch plant discharging process water shall be covered under a MOG49).
4. This permit authorizes non-stormwater discharges associated with your construction activity from the following activities provided that these discharges are treated by appropriate Best Management Practices (BMPs) where applicable and addressed in the permittee's site specific SWPPP required by this general permit:
  - (a) Discharges from emergency fire-fighting activities;
  - (b) Hydrant flushing and water line flushing, provided the discharged water is managed to avoid instream water quality impacts;
  - (c) Landscape watering, including to establish vegetation;
  - (d) Water used to control dust;
  - (e) Waters used to rinse vehicles and equipment, provided there is no discharge of soaps, solvents, or detergents used for such purposes;
  - (f) External building washdown, provided soaps, solvents, and detergents are not used, and external surfaces do not contain hazardous substances (e.g., paint or caulk containing polychlorinated biphenyls (PCBs))
  - (g) Pavement wash waters, provided spills or leaks of toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used. Directing pavement wash waters directly into any water of the state, storm drain inlet, or stormwater conveyance (constructed or natural site drainage features), unless the conveyance is connected to an effective control, is prohibited;
  - (h) Uncontaminated air conditioning or compressor condensate;
  - (i) Uncontaminated, non-turbid discharges of ground water or spring water;
  - (j) Foundation or footing drains where flows are not contaminated with process materials; and
  - (k) Uncontaminated construction dewatering water discharged in accordance with requirements found in this permit for specific dewatering activities.

## **B. Permit Restrictions and Limitations**

1. This permit does not authorize the discharge of process wastewaters, treated or otherwise.
2. For sites operating within the watershed of any Outstanding National Resource Water (which includes the Ozark National Riverways and the National Wild and Scenic Rivers System), sites that discharge to an Outstanding State Resource Water, or facilities located within the watershed of an impaired water as designated in the Clean Water Act (CWA) Section 303(d) list with an impairment for sedimentation/siltation:
  - (a) This permit authorizes stormwater discharge provided no degradation of water quality occurs due to discharges from the permitted facility per 10 CSR 20-7.031(3)(C).
  - (b) A site with a discharge found to be causing degradation or contributing to an impairment by discharging a pollutant of concern, during an inspection or through complaint investigations, may be required to become a no discharge facility or obtain a site-specific permit with more stringent monitoring and SWPPP requirements.
3. This permit does not allow placement of fill material into any stream or wetland, alteration of a stream channel, or obstruction of stream flow unless the appropriate CWA Section 404 permitting authority provides approval for such actions or determines such actions are exempt from Section 404 jurisdiction. Additionally, this permit does not authorize placement of fill in floodplains unless approved or determined exempt by appropriate federal and/or state floodplain development authorities.
4. 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; the Resource Conservation and Recovery Act; or any other relevant acts. Determination of applicability to the above mentioned acts is the responsibility of the permittee. Additionally, this permit does not establish terms and conditions for runoff resulting from silvicultural activities listed in Section 402(1)(3)(a) of the Clean Water Act.
5. Compliance with all requirements in this permit does not supersede any requirement for obtaining project approval from an established local authority nor remove liability for compliance with county and other local ordinances.
6. The Department may require any facility or site authorized by a general permit to apply for a site-specific permit [10 CSR 20-6.010(13)(C)].
7. If a facility or site covered under a current general permit desires to apply for a site-specific permit, the facility or site may do so by contacting the Department for application requirements and procedures.
8. Any discharges not expressly authorized in this permit and not clearly disclosed in the permit application cannot become authorized or shielded from liability under CWA section 402(k) or Section 644.051.16, RSMo, by disclosure to EPA, state, or local authorities after issuance of this permit via any means, including any other permit applications, funding applications, the SWPPP, discharge monitoring reporting, or during an inspection. Discharges at the facility not expressly authorized by this permit must be covered by another permit, be exempt from permitting, or be authorized through some other method.

## **II. EXEMPTIONS FROM PERMIT REQUIREMENTS**

1. Sites that discharge all stormwater runoff directly to a combined sewer system (as defined in 40 CFR 122.26 and 40 CFR 35.2005) connecting to a publicly owned treatment works which has consented to receive such a discharge are exempt from Department stormwater permit requirements.
2. Land disturbance activities that disturb less than one (1) acre of total land area which are not part of a common plan or sale where water quality standards are not exceeded are exempt from Department stormwater permit requirements.



3. Oil and gas related activities as listed in 40 CFR 122.26(a)(2)(ii) where water quality standards are not exceeded are exempt from Department stormwater permit requirements.
4. Linear, strip, or ribbon construction or maintenance operations meeting one (1) of the following criteria are exempt from Department stormwater permit requirements:
  - (a) Grading of existing dirt or gravel roads which does not increase the runoff coefficient and the addition of an impermeable surface over an existing dirt or gravel road;
  - (b) Cleaning or routine maintenance of roadside ditches, sewers, waterlines, pipelines, utility lines, or similar facilities;
  - (c) Trenches two (2) feet in width or less; or
  - (d) Emergency repair or replacement of existing facilities as long as BMPs are employed during the emergency repair.

### **III. REQUIREMENTS**

1. The permittee shall post a public notification sign at the main entrance to the site, or a publically visible location, with the specific MOR100 permit number. 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 site is finalized.
2. The permittee shall be responsible for notifying the land owner and 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 actions or precautions shall be taken while on site to minimize the potential for erosion and the potential for damaging any BMP. The permittee is responsible for any damage a subcontractor may do to established BMPs and any subsequent water quality violation resulting from the damage.
3. Ensure the design, installation, and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to:
  - (a) Control stormwater volume, velocity, and peak flow rates to minimize soil erosion;
  - (b) Control 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;
  - (c) Minimize the amount of exposed soil during construction activity;
  - (d) Minimize the disturbance of steep slopes;
  - (e) Minimize sediment discharges from the site. Address factors such as:
    - 1) The amount, frequency, intensity, and duration of precipitation;
    - 2) The nature of resulting stormwater runoff;
    - 3) Expected flow from impervious surfaces, slopes, and drainage features; and
    - 4) Soil characteristics, including the range of soil particle size expected to be present on the site.
  - (f) Provide and maintain natural buffers around surface waters as detailed in Part V. BMP REQUIREMENTS Condition 7, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration and filtering, unless infeasible; and
  - (g) Minimize soil compaction and preserve topsoil where practicable.

A 2-year, 24-hour storm event can be determined for the project location using the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 which can be located at [https://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html](https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html), or the permittee can determine local rainfall distribution for a 2-year, 24 hours storm event using multi-decade local high density rain gauge data, as approved by the Department.

4. BMPs for land disturbance [10 CSR 20-6.200(1)(D)2] are a schedule of activities, practices, or procedures that reduces the amount of soil available for transport or a device that reduces the amount of suspended solids in runoff before discharge to waters of the state. The term BMPs are also used to describe the sediment and erosion controls and other activities used to prevent stormwater pollution. BMPs are divided into two main categories: structural or non-structural; and they are also classified as temporary or permanent. Temporary BMPs may be added and removed as necessary with updates to the SWPPP as specified in the requirements below.

5. Installation of BMPs necessary to prevent soil erosion and sedimentation at the downgradient project boundary (e.g. buffers, perimeter controls, exit point controls, storm drain inlet protection) must be complete prior to the start of all phases of construction. By the time construction activity in any given portion of the site begins, downgradient BMPs must be installed and operational to control discharges from the initial site clearing, grading, excavating, and other earth-disturbing activities. Additional BMPs shall be installed as necessary throughout the life of the project.
6. All BMPs shall be maintained and remain in effective operating condition during the entire duration of the project, with repairs made within the timeframes specified elsewhere in this permit, until final stabilization has been achieved.
  - (a) Ensure BMPs are protected from activities that would reduce their effectiveness.
  - (b) Remove any sediment per the BMP manufacturer's instructions or before it has accumulated to one-half of the above-ground height of any BMP that collects sediment (i.e., silt fences, sediment traps, etc.)
  - (c) The project is considered to achieve final stabilization when Part V. BMP REQUIREMENTS, Condition 13 is met.
7. Minimize sediment trackout from the site and sediment transport onto roadways.
  - (a) Restrict vehicle traffic to designated exit points.
  - (b) Use appropriate stabilization techniques or BMPs at all points that exit onto paved roads or areas outside of the site.
  - (c) Use additional controls or BMPs to remove sediment from vehicle and equipment tires prior to exit from facility where necessary.
  - (d) Any sediment or debris that is tracked out past the exit pad or is deposited on a roadway after a precipitation event shall be removed by the shorter of either the same business day (for business days only), or by the end of the next business day if track-out occurs on a non-business day, and before predicted rain events. Remove the track-out sediment by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal. Sediment or debris tracked out on pavement or other impervious surfaces shall not be disposed of into any stormwater conveyance, storm drain inlet, or water of the state.
  - (e) Stormwater inlets susceptible to receiving sediment or other pollutants from the permitted land disturbance site shall have curb inlet protection. This may include inlets off the active area where track out from vehicles and equipment could impact the stormwater runoff to those inlets.
8. Concrete washout facilities shall be used to contain concrete waste from the activities onsite, unless the washout of trucks and equipment is managed properly at an off-site location. The washout facility shall be managed to prevent solid and/or liquid waste from entering waters of the state by the following:
  - (a) Direct the wash water into leak-proof containers or pits designed so that no overflows can occur due to inadequate sizing or precipitation;
  - (b) Locate washout activities away from waters of the state, stormwater inlets, and/or stormwater conveyances where practicable. If not practicable, use BMPs to reduce risk of waste leaving the washout facility;
  - (c) Washout facilities shall be cleaned, or new facilities must be constructed and ready for use, once the washout is 75% full;
  - (d) Designate the washout area(s) and conduct such activities only in these areas.
  - (e) Ensure contractors are aware of the location, such as by marking the area(s) on the map or signage visible to the truck and/or equipment operators.
9. Good housekeeping practices shall be maintained at all times to keep waste from entering waters of the state.
  - (a) Provide solid and hazardous waste management practices, including providing trash containers, regular site cleanup for proper disposal of solid waste such as scrap building material, product/material shipping waste, food/beverage containers, spent structural BMPs;
  - (b) Provide containers and methods for proper disposal of waste paints, solvents, and cleaning compounds.
  - (c) Manage sanitary waste. Portable toilets shall be positioned so that they are secure and will not be tipped or knocked over and so that they are located away from waters of the state and stormwater inlets and stormwater conveyances.
  - (d) Ensure the storage of construction materials be kept away from drainage courses, stormwater conveyances, storm drain inlets, and low areas.

10. All fueling facilities present shall at all times adhere to applicable federal and state regulations concerning underground storage, above ground storage, and dispensers.
11. Any hazardous wastes that are generated onsite shall be managed, stored, and transported according to the provisions of the Missouri Hazardous Waste Laws and Regulations.
12. Store all paints, solvents, petroleum products, petroleum waste products, and storage containers (such as drums, cans, or cartons) so they are not exposed to stormwater or provide other prescribed BMPs (such as plastic lids and/or portable spill pans) to prevent the commingling of stormwater with container contents. Commingled water may not be discharged under this permit. Provide spill prevention, control, and countermeasures to contain the spill. Any containment system used to implement this requirement shall be constructed of materials compatible with the substances contained and shall prevent the contamination of groundwater.
13. Implement measures intended to prevent the spillage or loss of fluids, oil, grease, fuel, etc. from vehicles and equipment to thereby prevent the contamination of stormwater from these substances. This may include prevention measures such as, but not limited to, utilizing drip pans under vehicles and equipment stored outdoors, covering fueling areas, using dry clean-up methods, use of absorbents, and cleaning pavement surfaces to remove oil and grease.
14. Spills, Overflows, and Other Unauthorized Discharges.
  - (a) Any spill, overflow, or other discharge not specifically authorized in the permit above are unauthorized.
  - (b) Should an unauthorized discharge cause or permit any contaminants, other than sediment, or hazardous substance to discharge or enter waters of the state, the unauthorized discharge must be reported to the regional office as soon as practicable but no more than 24 hours after the discovery of the discharge. If the spill or overflow needs to be reported after normal business hours or on the weekend, the facility must call the Department's Environmental Emergency Response hotline at (573) 634-2436. Leaving a message on a Department staff member voice-mail does not satisfy this reporting requirement.
  - (c) A record of all spills shall be retained with the SWPPP and made available to the Department upon request.
  - (d) Other spills not reaching waters of the state must be cleaned up as soon as possible to prevent entrainment in stormwater but are not required to be reported to the Department.
15. The full implementation of this operating permit shall constitute compliance with all applicable federal and state statutes and regulations in accordance with RSMo 644.051.16 and the CWA §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 Clean Water Act §§ 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) if the effluent standard or limitation so issued or approved contains different conditions or is otherwise more stringent than any effluent limitation in the permit or controls any pollutant not limited in the permit. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, termination, notice of planned changes, or anticipated non-compliance does not stay any permit condition.

#### **IV. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MANAGEMENT REQUIREMENTS**

1. 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, including solids for each site covered under this permit.

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 [40 CFR 122.44 (k)(4)] from entering waters of the state above established general and narrative criteria; compliance with Missouri Water Quality Standards; and compliance with the terms and conditions of this general permit.

- (a) **The SWPPP must be developed and implemented prior to conducting any land disturbance activities and must be specific to the land disturbance activities at the site.**
- (b) The permittee shall fully implement the provisions of the SWPPP required under this permit as a condition of this general permit throughout the term of the land disturbance project. Failure to develop, implement, and maintain a SWPPP may lead to immediate enforcement action.

- (c) The SWPPP shall be updated any time site conditions warrant adjustments to the project or BMPs.
  - (d) Either an electronic copy or a paper copy of the SWPPP, and any required reports, must be accessible to anyone on site at all times when land disturbance operations are in process or other operational activities that may affect the maintenance or integrity of the BMP structures and made available as specified under Part VIII. STANDARD PERMIT CONDITIONS, Condition 1 of this permit. The SWPPP shall be readily available upon request and should not be sent to the Department unless specifically requested
2. Failure to implement and maintain the BMPs chosen, which can be revised and updated, is a permit violation. The chosen BMPs will be the most reasonable and cost effective while also ensuring the highest quality water discharged attainable for the facility. Facilities with established SWPPPs and BMPs shall evaluate BMPs on a regular basis and change the BMPs as needed if there are BMP deficiencies.
  3. The SWPPP must:
    - (a) List and describe the location of all outfalls;
    - (b) List any allowable non-stormwater discharges occurring on site and where these discharges occur;
    - (c) Incorporate required practices identified below;
    - (d) Incorporate sediment and erosion control practices specific to site conditions;
    - (e) Discuss whether or not a 404 Permit is required for the project; and
    - (f) Name the person(s) responsible for inspection, operation, and maintenance of BMPs. The SWPPP shall list the names and describe the role of all owners/primary operators (such as general contractor, project manager) responsible for environmental or sediment and erosion control at the land disturbance site.
  4. The SWPPP briefly must describe the nature of the land disturbance activity, including:
    - (a) The function of the project (e.g., low density residential, shopping mall, highway, etc.);
    - (b) The intended sequence and timing of activities that disturb the soils at the site; and
    - (c) Estimates of the total area expected to be disturbed by excavation, grading, or other land disturbance support activities including off-site borrow and fill areas;
  5. In order to identify the site, the SWPPP shall include site information including size in acres. 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.
  6. The function of the SWPPP and the BMPs listed therein is to prevent or minimize pollution to waters of the state. A deficiency of a BMP means it was not effective in preventing or minimizing pollution of waters of the state.

The permittee shall select, install, use, operate and maintain appropriate BMPs for the permitted site. 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/sites/production/files/2015-10/documents/sw\\_swppp\\_guide.pdf](https://www.epa.gov/sites/production/files/2015-10/documents/sw_swppp_guide.pdf); and <https://www.epa.gov/npdes/developing-stormwater-pollution-prevention-plan-swppp>.

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. This manual is available at: <https://dnr.mo.gov/document-search/protecting-water-quality-field-guide>.

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 must be described and justified in the SWPPP. Although the use of these manuals or other resources is recommended and may be used for BMP selection, they do not supersede the conditions of this permit. They may be used to inform in the decision making process for BMP selection but they are not themselves part of the permit conditions.

The permittee may retain the SWPPP, inspection reports, and all other associated documents (including a copy of this permit) electronically pursuant to RSMo 432.255. The documents must be made available to all interested persons in either paper or electronic format as required by this permit and the permittee must remit a copy (electronic or otherwise) of the SWPPP and inspection reports to the Department upon request.

7. The SWPPP must contain a legible site map, multiple maps if necessary, identifying:
  - (a) Site boundaries of the property;
  - (b) Locations of all waters of the state (including wetlands) within the site and half a mile downstream of the site's outfalls;
  - (c) Location of all outfalls;
  - (d) Direction(s) of stormwater flow (use arrows) and approximate slopes before and after grading activities;
  - (e) 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);
  - (f) Location of structural and non-structural BMPs, including natural buffer areas, identified in the SWPPP;
  - (g) Locations where stabilization practices are expected to occur;
  - (h) Locations of on-site and off-site material, waste, borrow, or equipment storage areas and stockpiles;
  - (i) Designated points where vehicles will exit the site;
  - (j) Location of stormwater inlets and conveyances including ditches, pipes, man-made conduits, and swales; and
  - (k) Areas where final stabilization has been achieved.
  
8. An individual shall be designated by the permittee as the environmental lead. This environmental lead shall have knowledge in erosion, sediment, and stormwater control principles, knowledge of the permit, and the site's SWPPP. The environmental lead shall ensure all personnel and contractors understand any requirements of this permit may be affected by the work they are doing. The environmental lead or designated inspector(s) knowledgeable in erosion, sediment, and stormwater control principles shall inspect all structures that function to prevent or minimize pollution of waters of the state.
  
9. Throughout coverage under this permit, the permittee shall amend and update the SWPPP as appropriate during the term of the land disturbance activity. All SWPPP modifications shall be signed and dated. The permittee shall amend the SWPPP to incorporate any significant site condition changes which impact the nature and condition of stormwater discharges. At a minimum, these changes include whenever the:
  - (a) Location, 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) The permittee's inspections indicate deficiencies in the SWPPP or any BMP;
  - (d) Department notifies the permittee in writing of deficiencies in the SWPPP;
  - (e) SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence of excessive site erosion or sediment deposits in streams, lakes, or downstream waterways, sediment or other wastes off site); and/or
  - (f) Department determines violations of water quality standards may occur or have occurred.
  
10. Site Inspections: The environmental lead, or a designated inspector, shall conduct regularly scheduled inspections. 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. Site inspections shall include, at a minimum, the following:
  - (a) For disturbed areas that have not achieved final stabilization, all installed BMPs and other pollution control measures shall be inspected to ensure they are properly installed, appear to be operational, and are working as intended to minimize the discharge of pollutants.
  - (b) For areas on site that have achieved either temporary or final stabilization, while at the same time active construction continues on other areas, ensure that all stabilization measures are properly installed, appear to be operational, and are working as intended to minimize the discharge of pollutants.
  - (c) Inspect all material, waste, borrow, and equipment storage and maintenance areas that are covered by this permit. Inspect for conditions that could lead to spills, leaks, or other accumulations of pollutants on the site.
  - (d) Inspect all areas where stormwater typically flows within the site, including drainage ways designed to divert, convey, and/or treat stormwater.

- (e) All stormwater outfalls shall be inspected for evidence of erosion, sediment deposition, or impacts to the receiving stream. If a discharge is occurring during an inspection, the inspector must observe and document the visual quality of the discharge and take note of the characteristics of the stormwater discharge, including turbidity, color; odor; floating, settled, or suspended solids; foam; oil sheen; and other indicators of stormwater pollutants.
  - (f) When practicable the receiving stream shall also be inspected for a minimum of 50 feet downstream of the outfall.
  - (g) The perimeter of the site shall be inspected for evidence of BMP failure to ensure concentrated flow does not develop a new outfall.
  - (h) The SWPPP must explain how the environmental lead will be notified when stormwater runoff occurs.
11. Inspection Frequency: All BMPs must be inspected in accordance to one of the schedules listed below. The inspection frequency shall be documented in the SWPPP, and any changes to the frequency of inspections, including switching between the options listed below, must be documented on the inspection form:
- (a) At least once every seven (7) 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 or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday; or
  - (b) Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches of precipitation or greater, or the occurrence of runoff from snowmelt. To determine if a storm event of 0.25 inches or greater has occurred on the site, the permittee shall either keep a properly maintained rain gauge on site, or obtain the storm event information from a weather station near the site location.
    - 1) Inspections are only required during the project's normal working hours.
    - 2) An inspection must be conducted within 24 hours of a storm event which has produced 0.25 inches. The inspection shall be conducted within 24 hours of the event end, or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday.
    - 3) If it is 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 shall conduct an inspection within 24 hours of the end of the storm or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday.
  - (c) Areas on site that have achieved stabilization, while at the same time active construction continues on other areas, may reduce inspection frequency to monthly, for those stabilized areas, if the following conditions exist:
    - 1) For areas where disturbed portions have undergone temporary stabilization, inspections shall occur at least once a month while stabilized and when re-disturbed shall follow either frequency outlined in (a),(b), or (c) above.
    - 2) Areas on site that have achieved final stabilization must be inspected at least once per month until the permit is terminated.
  - (d) If construction activities are suspended due to frozen conditions, the permittee may temporarily reduce site inspections to monthly until thawing conditions begin to occur if all of the following are met:
    - 1) Land disturbances have been suspended; and
    - 2) All disturbed areas of the site have been stabilized in accordance with Part V. BMP REQUIREMENTS, Condition 13.
    - 3) The change shall be noted in the SWPPP.
  - (e) Any basin dewatering shall be inspected daily when discharge is occurring. The discharge shall be observed and dewatering activities shall be ceased immediately if the receiving stream is being impacted. These inspections shall be noted on a log or on the inspection report.

If weather conditions or other issues 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. The documentation must be filed with the regular inspection reports. The corrections shall be made as soon as weather conditions or other issues allow.

12. Site Inspection Reports: A log of each inspection and/or copy of the inspection report shall be kept readily accessible and must be made available upon request by the Department. Electronic logs are acceptable as long as reports can be provided within 24 hours. If inspection reports are kept off site, the SWPPP must indicate where they are stored. The inspection report shall be signed by the environmental lead or designated inspector (electronically or otherwise).
- (a) The inspection report is to include the following minimum information:
    - 1) Inspector's name and title.
    - 2) Date and time of inspection.
    - 3) Observations relative to the effectiveness of the BMPs and stabilization measures. The following must be

documented:

- a. Whether BMPs are installed, operational, and working as intended;
  - b. Whether any new or modified stormwater controls are needed;
  - c. Facilities examined for conditions that could lead to spill or leak;
  - d. Outfalls examined for visual signs of erosion or sedimentation at outfalls. Excessive erosion or sedimentation may be due to BMP failure or insufficiency. Response to observations should be addressed in the inspection report.
- 4) Corrective actions taken or necessary to correct the observed problem.
  - 5) Listing of areas where land disturbance operations have permanently or temporarily stopped.
13. Any structural or maintenance deficiencies for BMPs or stabilization measures shall be documented and corrected as soon as possible but no more than seven (7) calendar days after the inspection.
- (a) Corrective action documentation shall be stored with the associated site inspection report.
  - (b) Immediately take all reasonable steps to address the condition, including cleaning up any contaminated surfaces so the material will not discharge in subsequent storm events.
  - (c) If weather conditions or other issues prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (this may include pictures) and there must be a narrative explaining why the work cannot be accomplished within the seven day time period. The permittee shall correct the problem as soon as weather conditions or issues allow.
  - (d) Corrective actions may be required by the Department. The permittee must comply with any corrective actions required by the Department as a result of permit violations found during an inspection.

## **V. BMP REQUIREMENTS**

1. The information, practices, and BMP requirements in this section shall be implemented on site and, where noted, provided for in the SWPPP.
2. Existing vegetation and trees shall be preserved where practicable. The permittee is encouraged to preserve topsoil where practicable.
3. The permittee shall select appropriate BMPs for use at the site and list them in the SWPPP. When selecting effective BMPs, the permittee shall consider stormwater volume and velocity. A BMP that has demonstrated ineffectiveness in preventing or minimizing sediment or other pollutants from leaving a given site shall be replaced with a more effective BMP, or additional and sequential BMPs and treatment devices may be incorporated as site conditions allow. The permittee should consider a schedule for performing erosion control measures when selecting BMPs.
4. The SWPPP shall include a description of both structural and non-structural BMPs that will be used at the site.
  - (a) The SWPPP shall provide the following general information for each BMP which will be used one or more times at the site:
    - 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 and schedules for the BMP.
  - (b) 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) When the BMP will be installed in relation to each phase of the land disturbance procedures to complete the project; and
    - 3) Site conditions that must be met before removal of the BMP if the BMP is not a permanent BMP.
5. Structural BMP Installation: The permittee shall ensure all BMPs are properly installed and operational at the locations and relative times specified in the SWPPP.
  - (a) Perimeter control BMPs for runoff from disturbed areas shall be installed before general site clearing is started. Note this requirement does not apply to earth disturbances related to initial site clearing and establishing entry, exit, or access of the site, which may require that stormwater controls be installed immediately after the earth

disturbance.

- (b) For phased projects, BMPs shall be properly installed as necessary prior to construction activities.
  - (c) Stormwater discharges which leave the site from disturbed areas shall pass through an appropriate impediment to sediment movement such as a sedimentation basin, sediment traps (including vegetative buffers), or silt fences prior to leaving the land disturbance site.
  - (d) A drainage course change shall be clearly marked on a site map and described in the SWPPP.
  - (e) If vegetative stabilization measures are being implemented, stabilization efforts are considered “installed” when all activities necessary to seed or plant the area are completed. Vegetative stabilization is not considered “operational” until the vegetation is established.
6. Install sediment controls along any perimeter areas of the site that are downgradient from any exposed soil or other disturbed areas. Prevent stormwater from circumventing the edge of the perimeter control. For sites where perimeter controls are infeasible, other practices shall be implemented to minimize discharges to perimeter areas of the site.
7. For surface waters of the state, defined in Section 644.016.1(27) RSMo, located on or adjacent to the site, the permittee must maintain a riparian buffer or structural equivalent in accordance with at least one of the following options. The selection and location must be described in the SWPPP.
- (a) Provide and maintain a 50-foot undisturbed natural buffer; or
  - (b) 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
  - (c) 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.
  - (d) The permittee is not required to comply with (a), (b), or (c) above if one or more of the following exceptions apply and documentation is provided in the SWPPP:
    - 1) As authorized per CWA Section 404 Department of the Army permit and its associated Section 401 Water Quality Certification from the Department.
    - 2) 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 the site. This includes situations where the permittee has implemented permanent control measures that will prevent such discharges, such as a berm or other barrier.
    - 3) 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.
      - a. 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 the permittee is required to comply with (a), (b), or (c) above.
    - 4) For linear projects where site constraints make it infeasible to implement a buffer or equivalent provided the permittee limit disturbances within 50 feet of any waters of the state and/or the permittee provides supplemental erosion and sediment controls to treat stormwater discharges from earth disturbances within 50 feet of the water of the state. The permittee must also document in the SWPPP the rationale for why it is infeasible for the permittee to implement (a), (b), or (c) and describe any buffer width retained and supplemental BMPs installed.
  - (e) 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.
8. Slopes for disturbed areas must be identified in the SWPPP. A site map or maps defining the sloped areas for all phases of the project must be included in the SWPPP. The disturbance of steep slopes shall be minimized.
9. Manage stockpiles or land clearing debris piles composed, in whole or in part, of sediment and/or soil.
- (a) Locate the piles outside of any natural buffers zones, established under the condition above, and away from any stormwater conveyances, drain inlets, and areas where stormwater flow is concentrated;
  - (b) Install a sediment barrier along all downgradient perimeter areas;
  - (c) Divert surface flows around stockpiles to reduce and minimize erosion of the stockpile.



- (d) For piles that will be unused for 14 or more days, provide cover with appropriate temporary stabilization in accordance with Part V. BMP REQUIREMENTS, Condition 13.
  - (e) Rinsing, sweeping, or otherwise placing any soil, sediment, debris, or stockpiled product which has accumulated on pavement or other impervious surfaces into any stormwater conveyance, storm drain inlet, or water of the state is prohibited.
10. The site shall include BMPs for pollution prevention measures and shall be noted in the SWPPP. At minimum such measures must be designed, installed, implemented, and maintained to:
- (a) Minimize the discharge of pollutants from equipment and vehicle rinsing; no detergents, additives, or soaps of any kind shall be discharged. Rinse waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
  - (b) 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;
  - (c) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures, including, but not limited to, the installation of containment berms and use of drip pans at petroleum product and liquid storage tanks and containers; and
  - (d) Prevent discharges from causing or contributing to an exceedance of water quality standards including general criteria.
11. Sedimentation Basins: The SWPPP shall include a sedimentation basin for each drainage area with ten or more acres disturbed at one time.
- (a) The sedimentation basin shall be sized, at a minimum, to treat a local 2-year, 24-hour storm.
  - (b) Sediment basins shall not be constructed in any waters of the state or natural buffer zones.
  - (c) Discharges from dewatering activities shall be managed by appropriate controls. The SWPPP shall include a description of any anticipated dewatering methods and specific BMPs designed to treat dewatering water.
    - 1) Appropriate controls include, but are not limited to, sediment socks, dewatering tanks, tube settlers, weir tanks, filtration systems (e.g. bag or sand filters), and passive treatment systems that are designed to remove or retain sediment.
    - 2) Erosion controls and velocity dissipation devices (e.g., check dams, riprap, and vegetated buffers) to minimize erosion at inlets, outlets, and discharge points from shall be utilized.
    - 3) Water with an oil sheen shall not be discharged and shall be marked in SWPPP.
    - 4) Visible floating solids and foam shall not be discharged.
  - (d) Until final stabilization has been achieved, sediment basins and impoundments shall utilize outlet structures or floating skimmers that withdraw water from the surface when discharging.
    - 1) Under frozen conditions, it may be considered infeasible to withdraw water from the surface and an exception can be made for that specific period as long as discharges that may contain sediment and other pollutants are managed by appropriate controls. If determined infeasible due to frozen conditions, documentation must be provided in the SWPPP to support the determination, including the specific conditions or time period when this exception applies.
  - (e) Accumulated sediment shall not exceed 50% of total volume or as prescribed in the design, whichever is less. Note in the SWPPP the locations for disposal of the material removed from sediment basins.
  - (f) Prevent discharges to the receiving stream causing excessive visual turbidity. For the purposes of this permit, visual turbidity refers to a sediment plume or other cloudiness in the water caused by sediment that can be identified by an observer.
  - (g) The SWPPP shall require the basin be maintained until final stabilization of the disturbed area served by the basin.

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. 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. 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.

12. Soil disturbing activities on site that have ceased either temporarily or permanently shall initiate stabilization immediately in accordance with the options below. For soil disturbing activities that have been 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.
  - (c) 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.
    - 1) Allowances to the 14-day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. The use of allowances shall be documented in the SWPPP. Allowances may be determined unnecessary after review by the Department.
  - (d) Until stabilization is complete, interim sediment control 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. 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), then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site. The following activities would constitute the immediate initiation of stabilization:
    - 1) Prepping the soil for vegetative or non-vegetative stabilization as long as seeding, planting, and/or installation of non-vegetative stabilization products takes place as soon as practicable;
    - 2) Applying mulch or other non-vegetative product to the exposed areas;
    - 3) Seeding or planting the exposed areas;
    - 4) Finalizing arrangements to have stabilization product fully installed in compliance with the deadlines for completing stabilization.
  - (e) If vegetative stabilization measures are being implemented, stabilization is considered “installed” when all activities necessary to seed or plant the area are completed. Installed does not mean established.
  - (f) If non-vegetative stabilization measures are being implemented, stabilization is considered “installed” when all such measures are implemented or applied.
    - 1) Non-vegetative stabilization shall prevent erosion and shall be chosen for site conditions, such as slope and flow of stormwater.
  - (g) Final stabilization is not considered achieved until vegetation has grown and established to meet the requirements below.
13. Prior to removal of BMPs, ceasing site inspections, and removing from the quarterly report, final stabilization must be achieved. Final stabilization shall be achieved as soon as possible once land disturbance activities have ceased. Document in the SWPPP the type of stabilization and the date final stabilization is achieved.
  - (a) The project is considered to have achieved final stabilization when perennial vegetation (excluding volunteer vegetation), pavement, buildings, or structures using permanent materials (e.g., riprap, gravel, etc.) cover all areas that have been disturbed. With respect to areas that have been vegetated, vegetation must be at least 70% coverage of 100% of the vegetated areas on site. Vegetation must be evenly distributed.
  - (b) Disturbed areas on agricultural land are considered to have achieved final stabilization when they are restored to their preconstruction agricultural use. If former agricultural land is changing to non-agricultural use, this is no longer considered agricultural land and shall follow condition (a).
  - (c) If the intended function of a specific area of the site necessitates that it remain disturbed, final stabilization is considered achieved if all of the following are met:
    - 1) Only the minimum area needed remains disturbed (i.e., dirt access roads, motocross tracks, utility pole pads, areas being used for storage of vehicles, equipment, materials). Other areas must meet the criteria above.

- 2) Permanent structural BMPs (e.g., rock checks, berms, grading, etc.) or non-vegetative stabilization measures are implemented and designed to prevent sediment and other pollutants from entering waters of the state.
- 3) Inspection requirements in Part IV. SWPPP MANAGEMENT REQUIREMENT, Condition 11 are met and documented in the SWPPP.
- (d) Winter weather and frozen conditions do not excuse any of the above final stabilization requirements. If vegetation is required for stabilization the permittee must maintain BMPs throughout winter weather and frozen conditions until thawing and vegetation meets final stabilization criteria above. Document stabilization attempts during frozen conditions in the SWPPP. Consider future freezing when removing vegetation and plan with temporary stabilization techniques before the ground becomes frozen.

## **VI. SITE FINALIZATION & PERMIT TERMINATION**

1. Until a site is finalized, the permittee must comply with all conditions in the permit, including continuation of site inspections and reporting quarterly to the Department. To finalize the site and remove from this permit coverage, the site shall meet the following requirements:
  - (a) For any areas that (1) were disturbed during construction, (2) are not covered over by permanent structures, and (3) over which the permittee had control during the construction activities, the requirements for final vegetative or non-vegetative stabilization in Part V. BMP REQUIREMENTS, Condition 13;
  - (b) The permittee has removed and properly disposed of all construction materials, waste, and waste handling devices and has removed all equipment and vehicles that were used during construction, unless intended for long-term beyond construction phase;
  - (c) The permittee has removed all temporary BMPs that were installed and maintained during construction, except those that are intended for long-term use or those that are biodegradable; and
  - (d) The permittee has removed all potential pollutants and pollutant-generating activities associated with construction, unless needed for long-term use following the construction activities.
2. The permit may be terminated if;
  - (a) There has been a transfer of control of all areas of the site for which the current permittee is responsible under this permit to another operator, and that operator has obtained coverage under this permit;
  - (b) Active sites obtain coverage under an individual or alternative general NPDES permit, with land disturbance conditions; or
  - (c) This permit may be terminated when all projects covered under this permit are finalized. In order to terminate the permit, the permittee shall notify the Department by submitting a Request for Termination along with the final quarterly report for the current calendar quarter.

## **VII. REPORTING AND SAMPLING REQUIREMENTS**

1. The permittee is not required to sample stormwater under this permit. The Department may require sampling and reporting as a result of illegal discharges, compliance issues related to water quality concerns, or evidence of off-site impacts from activities at a site. If such an action is needed, the Department will specify in writing the sampling requirements, including such information as location and extent. If the permittee refuses to perform sampling when required, the Department may terminate the general permit and require the facility to obtain a site-specific permit with sampling requirements.
2. Electronic Discharge Monitoring Report (eDMR) Submission System. The NPDES Electronic Reporting Rule, 40 CFR Part 127, reporting of any report required by the permit shall be submitted via an electronic system to ensure timely, complete, accurate, and nationally consistent set of data for the NPDES program. The eDMR system is currently the only Department-approved reporting method for this permit unless specified elsewhere in this permit, or a waiver is granted by the Department. The facility must register in the Department's eDMR system through the Missouri Gateway for Environmental Management (MoGEM) before the first report is due.
3. 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; and
- (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 quarterly via the Department’s eDMR system. The permittee shall submit quarterly reports according to Table A.

<b>Table A</b>	<b>Schedule for Quarterly Reporting</b>	
	Activity for the months of:	Report is due:
	January, February, March (1st Quarter)	April 28
	April, May, June (2nd Quarter)	July 28
	July, August, September (3rd Quarter)	October 28
	October, November, December (4th Quarter)	January 28

**VIII. STANDARD PERMIT CONDITIONS**

1. Records: The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site named in the State Operating Permit, results of any monitoring and analysis, and all site inspection records required by this general permit.
  - (a) The records shall be accessible during normal business hours and retained for a period of at least three (3) years from the date of termination.
  - (b) The permittee shall provide a copy (electronic or otherwise) 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 within 24 hours of the request (or next working day), unless given more time by the representative.
  - (c) 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.
  
2. Land Ownership and Change of Ownership: Federal and Missouri stormwater regulations [10 CSR 20-6.200(1) (B)] require a stormwater permit and erosion control measures for all land disturbances of one or more acres. These regulations also require a permit for less than one acre lots if the lot is part of a larger common plan of development or sale where that plan is at least one acre in size.
  - (a) If the permittee sells any portion of a 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.
  - (b) Property of any size which is part of a larger common plan of development where the property has achieved final stabilization and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity unless the activity is by an individual residential building lot owner on a site less than one acre.
  - (c) 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. No permit is required, however, for less than one acre of land sold.
  
3. Permit Transfer: This permit may not be transferred to a new owner.

4. Termination: This permit may be terminated when the project has achieved final stabilization, defined in Part VI. **SITE FINALIZATION & PERMIT TERMINATION.**
  - (a) In order to terminate the permit, the permittee shall notify the Department by submitting the form Request for Termination of Operating Permit Form MO 780-2814. The form should be submitted to the appropriate regional office or through an approved electronic system if it should become available.
  - (b) The Cover Page (Certificate Page) of the Master General Permit for Land Disturbance specifies the “effective date” and the “expiration date” of the Master General Permit. The “issued date” along with the “expiration date” will appear on the State Operating Permit issued to the applicant. **This permit does not continue administratively beyond the expiration date.**
5. Duty to Reapply: If the project or development completion date will be after the expiration date of this general permit, then the permittee must reapply to the Department for a new permit. This permit may be applied for and issued electronically in accordance with Section 644.051.10, RSMo.
  - (a) Due to the nature of the electronic permitting system, a period of time may be granted at the discretion of the Department in order to apply for a new permit after the new version is effective. Applicants must maintain appropriate best management practices and inspections during the discretionary period.
6. 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.
7. Modification, Revocation, and Reopening:
  - (a) If at any time the Department determines that the quality of waters of the state may be better protected by reopening this permit, or revoking this permit and requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may revoke a general permit and require any person to obtain such an operating permit as authorized by 10 CSR20-6.010(13) and 10 CSR 20-6.200(1)(B).
  - (b) 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.
8. 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.
9. Duty to Provide Information: The permittee shall furnish to the Department, within 24 hours unless explicitly granted more time in writing, 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.
10. 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.

11. 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.

12. Property Rights: This permit does not convey any property rights of any sort or any exclusive privilege.

13. Notice of Right to Appeal: If you were adversely affected by this decision, you may be entitled to pursue an appeal before the administrative hearing commission (AHC) pursuant to Sections 621.250 and 644.051.6 RSMo. To appeal, you must file a petition with the AHC within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the AHC. Any appeal should be directed to:

Administrative Hearing Commission  
U.S. Post Office Building, Third Floor  
131 West High Street, P.O. Box 1557  
Jefferson City, MO 65102-1557  
Phone: 573-751-2422  
Fax: 573-751-5018  
Website: <https://ahc.mo.gov>



**STORMWATER DISCHARGES FROM  
THIS LAND DISTURBANCE SITE ARE  
AUTHORIZED BY THE MISSOURI  
STATE OPERATING PERMIT NUMBER:**

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**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 FOR MASTER GENERAL PERMIT**  
**MO-R100xxx**

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 (MSOPs) are issued by the Missouri Department of Natural Resources (Department) under an approved program operated in accordance with federal and state laws (Federal CWA and Missouri Clean Water Law Section 644 as amended). Permits are issued for a period of five (5) years unless otherwise specified.

Per 40 CFR 124.56, 40 CFR 124.8, and 10 CSR 20-6.020(1)(A)2, a Fact Sheet shall be prepared to give pertinent information regarding the applicable regulations, rationale for the development of effluent limitations and conditions, and the public participation process for the permit. A Fact Sheet is not an enforceable part of an MSOP.

**DEFINITIONS FOR THE PURPOSES OF THIS PERMIT:**

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.

Dewatering: The act of draining rainwater and/or groundwater from basins, building foundations, vaults, and trenches.

Effective Operating Condition: For the purposes of this permit, a stormwater control is kept in effective operating condition if it has been implemented and maintained in such a manner that it is working as designed to minimize pollutant discharges.

Emergency-Related Project: A project initiated in response to a public emergency (e.g. earthquakes, extreme flooding conditions, tornado, disruptions in essential public services, pandemic) for which the related work requires immediate authorization to avoid imminent endangerment to human health/safety or the environment or to reestablish essential public services.

Exposed Soils: For the purposes of this permit, soils that as a result of earth-disturbing activities are left open to the elements.

Immediately: For the purposes of this permit, immediately should be defined as within 24 hours.

Impervious Surface: For the purpose of this permit, any land surface with a low or no capacity for soil infiltration including, but not limited to, pavement, sidewalks, parking areas and driveways, packed gravel or soil, or rooftops.

Infeasible: Infeasible means not technologically possible or not economically practicable and achievable in light of best industry practices.

Install or Installation: When used in connection with stormwater controls, to connect or set in position stormwater controls to make them operational.



Land Disturbance Site or Site: The land or water area where land disturbance activities will occur and where stormwater controls will be installed and maintained. The land disturbance site includes construction support activities, which may be located at a different part of the property from where the primary land disturbance activity will take place or on a different piece of property altogether. Off-site borrow areas directly and exclusively related to the land disturbance activity are part of the site and must be permitted.

Larger Common Plan of Development or Sale: A continuous area where multiple separate and distinct construction activities are occurring under one plan, including any off-site borrow areas that are directly and exclusively related to the land disturbance activity. Off-site borrow areas utilized for multiple different land disturbance projects are considered their own entity and are not part of the larger common plan of development or sale. See definition of Common Promotional Plan to understand what a 'common plan' is.

Minimize: To reduce and/or eliminate to the extent achievable using stormwater controls that are technologically available and economically practicable and achievable in light of best industry practices.

Non-structural Best Management Practices (BMPs): Institutional, educational, or pollution prevention practices designed to limit the amount of stormwater runoff or pollutants that are generated in the landscape. Examples of non-structural BMPs include picking up trash and debris, sweeping up nearby sidewalks and streets, maintaining equipment, and training site staff on stormwater control practices.

Operational: for the purposes of this permit, stormwater controls are made "operational" when they have been installed and implemented, are functioning as designed, and are properly maintained.

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 is defined as any activity that has been ceased without any intentions of future disturbance.

Pollution Prevention Controls (or Measures): Stormwater controls designed to reduce or eliminate the addition of pollutants to construction site discharges through analysis of pollutant sources, implementation of proper handling/disposal practices, employee education, and other actions.

Qualified Person (inspections): A person knowledgeable in the principles and practice of erosion and sediment controls and pollution prevention who possesses the appropriate skills and training to assess conditions at the construction site that could impact stormwater quality and the appropriate skills and training to assess the effectiveness of any stormwater controls selected and installed to meet the requirements of this permit.

Stormwater Control (also referred to as sediment/erosion controls): refers to any temporary or permanent BMP or other method used to prevent or reduce the discharge of pollutants to waters of the state.

Structural BMP: Physical sediment/erosion controls working individually or as a group (treatment train) appropriate to the source, location, and area climate for the pollutant to be controlled. Examples of structural BMPs include silt fences, sedimentation ponds, erosion control blankets, and seeding.

Temporary Stabilization: A condition where exposed soils or disturbed areas are provided temporary vegetation and/or non-vegetative protective cover to prevent erosion and sediment loss. Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb this area.

Treatment Train: A multi-BMP approach to managing the stormwater volume and velocity and often includes erosion prevention and sediment control practices often applied when the use of a single BMP is inadequate in preventing the erosion and transport of sediment. A good option to utilize as a corrective action.

Volunteer Vegetation: A volunteer plant is a plant that grows on its own, rather than being deliberately planted for stabilization purposes. Volunteers often grow from seeds that float in on the wind, are dropped by birds, or are inadvertently mixed into soils. Commonly, volunteer vegetation is referred to as 'weeds'. This does not meet the requirements for final stabilization.

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 – BASIC PERMIT INFORMATION**

Facility Type: Industrial Stormwater; Land Disturbance  
Facility SIC Code(s): 1629  
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 Stormwater Pollution Prevention Plan (SWPPP) requirement for pollutants of concern from this type of facility or for all facilities and sites covered under this permit. 10 CSR 20-6.200(7) specifies "general permits shall contain BMP requirements and/or monitoring and reporting requirements to keep the stormwater from becoming contaminated".

Land disturbance activities include clearing, grubbing, excavating, grading, filling and other activities that result in the destruction of the root zone and/or other activities that are reasonably certain to cause pollution to waters of the state. A Missouri State Operating Permit for land disturbance permit is required for construction disturbance activities of one or more acres or for construction activities that disturb less than one acre when they are 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.

The primary requirement of a land disturbance permit is the development of a SWPPP which incorporates site-specific BMPs to minimize soil exposure, soil erosion, and the discharge of pollutants. The SWPPP ensures the design, implementation, management, and maintenance of BMPs in order to prevent sediment and other pollutants from leaving the site.

When it precipitates, stormwater washes over the loose soil on a construction site and various other materials and products being stored outside. As stormwater flows over the site, it can pick up pollutants like sediment, debris, and chemicals from the loose soil and transport them to nearby storm sewer systems or directly into rivers, lakes, or coastal waters.

The Missouri Department of Natural Resources is responsible for ensuring that construction site operators have the proper stormwater controls in place so that construction can proceed in a way that protects your community's clean water and the surrounding environment. One way the department helps protect water quality is by issuing land disturbance permits.

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 site-specific conditions.

## **PART II – RECEIVING STREAM INFORMATION**

### **APPLICABLE DESIGNATIONS OF WATERS OF THE STATE:**

Per Missouri Effluent Regulations (10 CSR 20-7.015), the waters of the state are divided into seven (7) categories. This permit applies to facilities discharging to the following water body categories:

- ✓ Missouri or Mississippi River [10 CSR 20-7.015(2)]
- ✓ Lakes or Reservoirs [10 CSR 20-7.015(3)]
- ✓ Losing Streams [10 CSR 20-7.015(4)]
- ✓ Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- ✓ Special Streams [10 CSR 20-7.015(6)]
- ✓ Subsurface Waters [10 CSR 20-7.015(7)]
- ✓ All Other Waters [10 CSR 20-7.015(8)]

Missouri Water Quality Standards (10 CSR 20-7.031) defines the Clean Water Commission water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and/or 1<sup>st</sup> classified receiving stream's designated water uses shall be maintained in accordance with 10 CSR 20-7.031(24). A general permit does not take into consideration site-specific conditions.

### **MIXING CONSIDERATIONS:**

This permit applies to receiving streams of varying low flow conditions. Therefore, the effluent limitations must be based on the smallest low flow streams considered, which includes waters without designated uses. As such, no mixing is allowed [10 CSR 20-7.031(5)(A)4.B.(I)(a)]. No Zone of Initial Dilution is allowed. [10 CSR 20-7.031(5)(A)4.B.(I)(b)].

### **RECEIVING STREAM MONITORING REQUIREMENTS:**

There are no receiving water monitoring requirements recommended at this time.

## **PART III – RATIONALE AND DERIVATION OF EFFLUENT LIMITATIONS & PERMIT CONDITIONS**

### **305(B) REPORT, 303(d) LIST, & TOTAL MAXIMUM DAILY LOAD (TMDL):**

Section 305(b) of the Federal CWA requires each state identify waters 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 which are impaired but not addressed by normal water pollution control programs.

A TMDL is a calculation of the maximum amount of a given pollutant a body of water can absorb before its water quality is affected. If a water body is determined to be impaired as listed on the 303(d) list, then a watershed management plan will be developed which shall include the TMDL calculation. For facilities with an existing general permit before a TMDL is written on their receiving stream, the Department will evaluate the permit and may require any facility authorized by this general permit to apply for and obtain a site-specific operating permit.

**ANTI-BACKSLIDING:**

A provision in the Federal Regulations [CWA Section 303(d)(4); CWA Section 402(c); 40 CFR Part 122.44(I)] requires a reissued permit to be as stringent as the previous permit with some exceptions.

- ✓ Not Applicable: All effluent limitations in this permit are at least as protective as those previously established.

**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 the best avenue forward for implementing the Antidegradation requirements into general stormwater permits is by requiring the appropriate development and maintenance of a SWPPP. The SWPPP must identify all reasonable and effective BMPs, 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 reasonable and cost effective new BMPs. New facilities seeking coverage under this permit are required to develop a SWPPP including this analysis and documentation of appropriate BMPs. Renewal of coverage for a facility requires a review of the SWPPP to ensure the selected BMPs continue to be appropriate.

- ✓ Applicable; the facility must review and maintain stormwater BMPs as appropriate.

**BENCHMARKS:**

When a permitted feature or outfall consists of only stormwater, a benchmark may be implemented at the discretion of the permit writer. Benchmarks require the facility to monitor and, if necessary, replace and update stormwater control measures. Benchmark concentrations are not effluent limitations. A benchmark exceedance, therefore, is not a permit violation; however, failure to take corrective action is a violation of the permit. Benchmark monitoring data is used to determine the overall effectiveness of control measures and to assist the permittee in knowing when additional corrective actions may be necessary to comply with the limitations of the permit.

- ✓ Not applicable; this permit does not contain numeric benchmarks.

**BEST MANAGEMENT PRACTICES (BMPs):**

Minimum site-wide BMPs are established in this permit to ensure all permittees are managing their sites equally to protect waters of the state from certain activities which could cause negative effects in receiving water bodies. While not all sites require a SWPPP because the SIC codes are specifically exempted in 40 CFR 122.26(b)(14), these BMPs are not specifically included for stormwater purposes. These practices are minimum requirements for all industrial sites to protect waters of the state. If the minimum BMPs are not followed, the facility may violate general criteria [10 CSR 20-7.031(4)]. Statutes are applicable to all permitted facilities in the state; therefore, pollutants cannot be released unless in accordance with RSMo 644.011 and 644.016 (17).

**CHANGES IN DISCHARGES OF TOXIC POLLUTANT:**

This special condition reiterates the federal rules found in 40 CFR 122.44(f) and 122.42(a)(1). In these rules, the facility is required to report changes in amounts of toxic substances discharged. Toxic substances are defined in 40 CFR 122.2 as "...any pollutant listed as toxic under section 307(a)(1) or, in the case of "sludge use or disposal practices," any pollutant identified in regulations implementing section 405(d) of the CWA." Section 307 of the CWA then refers to those parameters found in 40 CFR 401.15.

The permittee should also consider any other toxic pollutant in the discharge as reportable under this condition.

**EFFLUENT LIMITATION GUIDELINE:**

Effluent Limitation Guidelines, or ELGs, are found at 40 CFR 400-499. These are limitations established by the EPA based on the SIC code and the type of work a facility is conducting. Most ELGs are for process wastewater and some address stormwater. All are technology based limitations which must be met by the applicable facility at all times.

- ✓ The industries covered under this permit have an associated Effluent Limit Guideline (ELG) which is applicable to the stormwater discharges in this permit and is applied under 40 CFR 125.3(a).

**ELECTRONIC DISCHARGE MONITORING REPORT (EDMR) SUBMISSION SYSTEM:**

The U.S. Environmental Protection Agency (EPA) promulgated a final rule on October 22, 2015, to modernize CWA reporting for municipalities, industries, and other facilities by converting to an electronic data reporting system. The final rule requires regulated entities and state and federal regulators to use information technology to electronically report data required by the National Pollutant Discharge Elimination System (NPDES) permit program instead of filing paper reports. To comply with the federal rule, the Department is requiring all permittees to begin submitting discharge monitoring data and reports online.

- ✓ Applicable; this permit requires quarterly reports.

**GENERAL CRITERIA CONSIDERATIONS:**

In accordance with 40 CFR 122.44(d)(1), effluent limitations shall be placed into permits for pollutants determined to cause, have reasonable potential to cause, or to contribute to, an excursion above any water quality standard, including narrative water quality criteria. In order to comply with this regulation, the permit writer has completed a reasonable potential determination on whether discharges have reasonable potential to cause or contribute to an excursion of the general criteria listed in 10 CSR 20-7.031(4). In instances where reasonable potential exists, the permit includes limitations within the permit to address the reasonable potential. In discharges where reasonable potential does not exist, the permit may include monitoring to later determine the discharge's potential to impact the narrative criteria. Additionally, RSMo 644.076.1, as well as Standard Permit Conditions Part VIII of this permit state it shall be unlawful for any person to cause or allow any discharge of water contaminants from any water contaminant or point source located in Missouri 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.

**LAND APPLICATION:**

Land application, or surficial dispersion of wastewater and/or sludge, is performed by facilities to maintain a basin as no-discharge. Requirements for these types of operations are found in 10 CSR 20-6.015; authority to regulate these activities is from RSMo 644.026.

- ✓ Not applicable; this permit does not authorize operation of a surficial land application system to disperse wastewater or sludge.

**LAND DISTURBANCE:**

Land disturbance, sometimes called construction activities, are actions which cause disturbance of the root layer or soil; these include clearing, grading, and excavating of the land. 40 CFR 122.26(b)(14) and 10 CSR 20-6.200(3) requires permit coverage for these activities. Coverage is not required for facilities when only providing maintenance of original line and grade, hydraulic capacity, or to continue the original purpose of the facility.

- ✓ Applicable; this permit provides coverage for land disturbance activities. These activities have SWPPP requirements and may be combined with the standard site SWPPP. Land disturbance BMPs should be designed to control the expected peak discharges. The University of Missouri has design storm events for the 25 year 24 hour storm; these can be found at: [http://ag3.agebb.missouri.edu/design\\_storm/comparison\\_reports/20191117\\_25yr\\_24hr\\_comparison\\_able.htm](http://ag3.agebb.missouri.edu/design_storm/comparison_reports/20191117_25yr_24hr_comparison_able.htm); to calculate peak discharges, the website <https://www.lmnoeng.com/Hydrology/rational.php> has the rational equation to calculate expected discharge volume from the peak storm events.

**NUTRIENT MONITORING:**

Nutrient monitoring is required for facilities characteristically or expected to discharge nutrients (nitrogenous compounds and/or phosphorus) when the design flow is equal to or greater than 0.1 MGD per 10 CSR 20-7.015(9)(D)8.

- ✓ This is a stormwater only permit; therefore, it is not subject to provisions found in 10 CSR 20-7.015 per 10 CSR 20-7.015(1)(C).

**OIL/WATER SEPARATORS:**

Oil water separator (OWS) tank systems are frequently found at industrial sites where process water and stormwater may contain oils and greases, oily wastewaters, or other immiscible liquids requiring separation. Food industry discharges typically require pretreatment prior to discharge to municipally owned treatment works. Per 10 CSR 26-2.010(2)(B), all oil water separator tanks must be operated according to manufacturer's specifications and authorized in NPDES permits per 10 CSR 26-2.010(2) or may be regulated as a petroleum tank.

- ✓ Not applicable; this permit does not authorize the operation of OWS. The facility must obtain a separate permit to cover operation of and discharge from these devices.

**PERMIT SHIELD:**

The permit shield provision of the CWA (Section 402(k)) and Missouri Clean Water Law (644.051.16 RSMo) provides that when a permit holder is in compliance with its NPDES permit or MSOP, they are effectively in compliance with certain sections of the CWA and equivalent sections of the Missouri Clean Water Law. In general, the permit shield is a legal defense against certain enforcement actions but is only available when the facility is in compliance with its permit and satisfies other specific conditions, including having completely disclosed all discharges and all facility processes and activities to the Department at time of application. It is the facility's responsibility to ensure that all potential pollutants, waste streams, discharges, and activities, as well as wastewater land application, storage, and treatment areas, are all fully disclosed to the Department at the time of application or during the draft permit review process. Subsequent requests for authorization to discharge additional pollutants or expanded or newly disclosed flows, or for authorization for previously unpermitted and undisclosed activities or discharges, will likely require permit modification or may require the facility be covered under a site specific permit.

**PRETREATMENT PROGRAM:**

This permit does not regulate pretreatment requirements for facilities discharging to an accepting permitted wastewater treatment facility. If applicable, the receiving entity (the publicly owned treatment works - POTW) must ensure compliance with any effluent limitation guidelines for pretreatment listed in 40 CFR Subchapter N per 10 CSR 20-6.100. Pretreatment regulations per RSMo 644.016 are limitations on the introduction of pollutants or water contaminants into publicly owned treatment works or facilities.

- ✓ Not Applicable; the facilities covered under this permit are not required to meet pretreatment requirements under an ELG.

**PUBLIC NOTICE OF COVERAGE FOR AN INDIVIDUAL FACILITY:**

Public Notice of reissuance of coverage is not required unless the facility is a specific type of facility as defined in 10 CSR 20-6.200(1). The need for an individual public notification process shall be determined and identified in the permit [10 CSR 20-6.020(1)(C)5.].

- ✓ Not applicable; public notice is not required for coverage under this permit to individual facilities. The MGP is public noticed in lieu of individual permit PN requirements.

**REASONABLE POTENTIAL ANALYSIS (RPA):**

Federal regulation 40 CFR Part 122.44(d)(1)(i) requires effluent limitations for all pollutants which are or may be discharged at a level which will cause or have the reasonable potential to cause or contribute to an in-stream excursion above narrative or numeric water quality standard. In accordance with 40 CFR Part 122.44(d)(iii) if the permit writer determines any given pollutant has the reasonable potential to cause or contribute to an in-stream excursion above the water quality standard, the permit must contain effluent limits for the pollutant.

- ✓ The permit writer reviewed industry materials, available past inspections, and other documents and research to evaluate general and narrative water quality reasonable potential for this permit. Permit writers also use the Department's permit writer's manual, the EPA's permit writer's manual (<https://www.epa.gov/npdes/npdes-permit-writers-manual>), program policies, and best professional judgment. For each parameter in each permit, the permit writer carefully considers all applicable information regarding technology based effluent limitations, effluent limitation guidelines, and water quality standards. Best professional judgment is based on the experience of the permit writer, cohorts in the Department and resources at the EPA, research, and maintaining continuity of permits if necessary. For stormwater permits, the permit writer is required per 10 CSR 6.200(6)(B)2 to consider: A. application and other information supplied by the permittee; B. effluent guidelines; C. best professional judgment of the permit writer; D. water quality; and E. BMPs.

#### **SCHEDULE OF COMPLIANCE (SOC):**

Per § 644.051, RSMo, a permit may be issued with a Schedule of Compliance (SOC) to provide time for a facility to come into compliance with new state or federal effluent regulations, water quality standards, or other requirements. Such a schedule is not allowed if the facility is already in compliance with the new requirement or if prohibited by other statute or regulation. An SOC includes an enforceable sequence of interim requirements (e.g. actions, operations, or milestone events) leading to compliance with the Missouri Clean Water Law, its implementing regulations, and/or the terms and conditions of an operating permit. *See also* Section 502(17) of the CWA, and 40 CFR 122.2. For new effluent limitations, the permit may include interim monitoring for the specific parameter to demonstrate the facility is not already in compliance with the new requirement. Per 40 CFR 122.47(a)(1) and 10 CSR 20-7.031(11), compliance must occur as soon as possible. If the permit provides a schedule for meeting new water quality based effluent limits, an SOC must include an enforceable, final effluent limitation in the permit even if the SOC extends beyond the life of the permit.

- ✓ Not Applicable: This permit does not contain a SOC.

#### **SETBACKS:**

Setbacks, sometimes called separation distances, are common elements of permits and are established to provide a margin of safety in order to protect the receiving water and other features from accidents, spills, unusual events, etc. Specific separation distances are included in 10 CSR 20-8 for minimum design standards of wastewater structures. While wastewater is considered separately from stormwater under this permit, the guides and Chapter 8 distances may remain relevant to requirements under this permit if deemed appropriate by the permittee.

- ✓ Discharge to the watersheds of a Metropolitan No-Discharge Stream (10 CSR 20-7.031 Table F) is authorized by this permit if the discharges are in compliance with 10 CSR 20-7.015(5) and 10 CSR 20-7.031(7). Discharges to these watersheds are authorized for uncontaminated stormwater discharges only.
- ✓ This permit authorizes stormwater discharges which are located in a way to allow water to be released into sinkholes, caves, fissures, or other openings in the ground which could drain into aquifers (except losing streams) per 10 CSR 20-7.015(7). It is the best professional judgment of the permit writer to allow discharges to losing streams as the effluent is stormwater only.
- ✓ This permit authorizes stormwater discharge in the watersheds of Outstanding state Resource Waters (OSRW); Outstanding National Resources Waters (ONRW), which includes the Ozark National Riverways and the National Wild and Scenic Rivers System; and impaired waters as designated in the 305(b) Report provided no degradation of water quality occurs in the OSRW and ONRW due to discharges from the permitted facility per 10 CSR 20-7.015(6)(B) and 10 CSR 20-7.031(3)(C). Additionally, if the facility is found to be causing degradation or contributing to an impairment by discharging a pollutant of concern during an inspection or through complaint investigations, they will be required to become a no discharge facility or obtain a site specific permit with more stringent monitoring and SWPPP requirements. Missouri's impaired waters can be found at <https://dnr.mo.gov/water/what-were-doing/water-planning/quality-standards-impaired-waters-total-maximum-daily-loads/impaired-waters>. Sites within 1000 feet of a OSRW, ONRW, or water impaired for sediment must operate as a no-discharge facility. These additional protections are borrowed from the USEPA 2021 draft Construction General Permit.

**SLUDGE – DOMESTIC BIOSOLIDS:**

Biosolids are solid materials resulting from domestic wastewater treatment meeting federal and state criteria for beneficial use (i.e. fertilizer). Sewage sludge is solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works; including, but not limited to, domestic septage; scum or solids removed in primary, secondary, or advanced wastewater treatment process; and material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screening generated during preliminary treatment of domestic sewage in a treatment works.

- ✓ This permit does not authorize discharge or land application of biosolids. Sludge/biosolids is not generated by this industry.

**SLUDGE – INDUSTRIAL:**

Industrial sludge is solid, semi-solid, or liquid residue generated during the treatment of industrial process wastewater in a treatment works; including, but not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment process; scum and solids filtered from water supplies and backwashed; and a material derived from industrial sludge.

- ✓ Not applicable; sludge is not generated by this industry.

**SPILL REPORTING:**

Any emergency involving a hazardous substance must be reported to the Department's 24 hour Environmental Emergency Response hotline at (573) 634-2436 at the earliest practicable moment after discovery. The Department may require the submittal of a written report detailing measures taken to clean up a spill. These reporting requirements apply when the spill results in chemicals or materials leaving the permitted property or reaching waters of the state. This requirement is in addition to the noncompliance reporting requirement found in Standard Conditions Part I. <https://dnr.mo.gov/waste-recycling/investigations-cleanups/environmental-emergency-response>.

Underground and above ground storage devices for petroleum products, vegetable oils, and animal fats may be subject to control under federal Spill Prevention, Control, and Countermeasure Regulation and are expected to be managed under those provisions, if applicable. Substances regulated by federal law under the Resource Conservation and Recovery Act (RCRA) or the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) which are transported, stored, or used for maintenance, cleaning or repair shall be managed according to the provisions of RCRA and CERCLA.

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP):**

In accordance with 40 CFR 122.44(k), BMPs must be used 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 the EPA's *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the EPA in 2007 [https://www.epa.gov/sites/production/files/2015-10/documents/sw\\_swppp\\_guide.pdf](https://www.epa.gov/sites/production/files/2015-10/documents/sw_swppp_guide.pdf), BMPs are measures or practices used to reduce the amount of pollution entering waters of the state from a permitted facility. BMPs may take the form of a process, activity, or physical structure. Additionally, in accordance with the 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 storm water discharges. Additional information can be found in *Stormwater Management for Industrial Activities: Developing Pollution Prevention Plans and Best Management Practices* (EPA 832-R-92-006; September 1992).

A SWPPP must be prepared if the SIC code for the facility is found in 40 CFR 122.26(b)(14) and/or 10 CSR 20-6.200(2). A SWPPP may be required of other facilities where stormwater has been identified as necessitating better management.



The purpose of a SWPPP is to comply with all applicable stormwater regulations by creating an adaptive management plan to control and mitigate stream pollution from stormwater runoff. Developing a SWPPP provides opportunities to employ appropriate BMPs to minimize the risk of pollutants being discharged during storm events. The following paragraph outlines the general steps the permittee should take to determine which BMPs will work to achieve the benchmark values or limits in the permit. This section is not intended to be all encompassing or restrict the use of any physical BMP or operational and maintenance procedure assisting in pollution control. Additional steps or revisions to the SWPPP may be required to meet the requirements of the permit.

Areas which should be included in the SWPPP are identified in 40 CFR 122.26(b)(14). Once the potential sources of stormwater pollution have been identified, a plan should be formulated to best control the amount of pollutant being released and discharged by each activity or source. This should include, but is not limited to, minimizing exposure to stormwater, good housekeeping measures, proper facility and equipment maintenance, spill prevention and response, vehicle traffic control, and proper materials handling. Once a plan has been developed, the facility will employ the control measures determined to be adequate to prevent pollution from entering waters of the state. The facility will conduct inspections of the BMPs to ensure they are working properly and re-evaluate any BMP not achieving compliance with permitting requirements. For example if the BMP being employed is deficient in controlling stormwater pollution, corrective action should be taken to repair, improve, or replace the failing BMP. If failures do occur, continue this trial and error process until appropriate BMPs have been established.

The EPA has developed factsheets on the pollutants of concern for specific industries along with the BMPs to control and minimize stormwater (<https://www.epa.gov/npdes/stormwater-discharges-industrial-activities>). Along with EPA's factsheets, the International Stormwater BMP database (<https://bmpdatabase.org/>) may provide guidance on BMPs appropriate for specific industries.

For new, altered, or expanded stormwater discharges, the SWPPP shall identify reasonable and effective BMPs while accounting for environmental impacts of varying control methods. The antidegradation analysis must document why no discharge or no exposure options are not feasible. The selection and documentation of appropriate control measures shall serve as an alternative analysis of technology and fulfill the requirements of antidegradation [10 CSR 20-7.031(3)].

Alternative analysis evaluation of the BMPs is a structured evaluation of BMPs which are reasonable and cost effective. The alternative analysis evaluation should include practices designed to be: 1) non-degrading; 2) less degrading; or 3) degrading water quality. The glossary of the *Antidegradation Implementation Procedure* defines these three terms. The chosen BMP will be the most reasonable and effective management strategy while ensuring the highest statutory and regulatory requirements are achieved and the highest quality water attainable for the facility is discharged. The alternative analysis evaluation must demonstrate why "no discharge" or "no exposure" is not a feasible alternative at the facility. This structured analysis of BMPs serves as the antidegradation review, fulfilling the requirements of 10 CSR 20-7.031(3) Water Quality Standards and *Antidegradation Implementation Procedure*, Section II.B.

- ✓ Applicable: A SWPPP shall be developed and implemented for each site and shall incorporate required practices identified by the Department with jurisdiction, incorporate control practices specific to site conditions, and provide for maintenance and adherence to the plan.

#### **UNDERGROUND INJECTION CONTROL (UIC):**

The UIC program for all classes of wells in the State of Missouri is administered by the Missouri Department of Natural Resources and approved by EPA pursuant to section 1422 and 1425 of the Safe Drinking Water Act (SDWA) and 40 CFR 147 Subpart AA. Injection wells are classified based on the liquids which are being injected. Class I wells are hazardous waste wells which are banned by RSMo 577.155; Class II wells are established for oil and natural gas production; Class III wells are used to inject fluids to extract minerals; Class IV wells are also banned by Missouri in RSMo 577.155; Class V wells are shallow injection wells; some examples are heat pump wells and groundwater remediation wells. Domestic wastewater being disposed of sub-surface is also considered a Class V well.

In accordance with 40 CFR 144.82, construction, operation, maintenance, conversion, plugging, or closure of injection wells shall not cause movement of fluids containing any contaminant into Underground Sources of Drinking Water (USDW) if the presence of any contaminant may cause a violation of drinking water standards or groundwater standards under 10 CSR 20-7.031 or other health-based standards or may otherwise adversely affect human health. If the Department finds the injection activity may endanger USDWs, the Department may require closure of the injection wells or other actions listed in 40 CFR 144.12(c), (d), or (e). In accordance with 40 CFR 144.26, the permittee shall submit a Class V Well Inventory Form for each active or new underground injection well drilled, or when the status of a well changes, to the Missouri Department of Natural Resources, Geological Survey Program, P.O. Box 250, Rolla, Missouri 65402. Single family residential septic systems and non-residential septic systems used solely for sanitary waste and having the capacity to serve fewer than 20 persons a day are excluded from the UIC requirements (40 CFR 144.81(9)).

- ✓ Not applicable; this permit does not authorize subsurface wastewater systems or other underground injection. These activities must be assessed under an application for a site specific permit. Certain discharges of stormwater into sinkholes may qualify as UIC. It is important the permittee evaluate all stormwater basins, even those holding water; as sinkholes have varying seepage rates. This permit does not allow stormwater discharges into sinkholes. The facility must ensure sinkholes are avoided in the construction process. The State's online mapping resource <https://modnr.maps.arcgis.com/apps/webappviewer/index.html?id=87ebef4af15d438ca658ce0b2bbc862e> has a sinkhole layer.

**VARIANCE:**

Per the Missouri Clean Water Law Section 644.061.4, variances shall be granted for such period of time and under such terms and conditions as shall be specified by the commission in its order. The variance may be extended by affirmative action of the commission. In no event shall the variance be granted for a period of time greater than is reasonably necessary for complying with the Missouri Clean Water Law Section 644.006 to 644.141 or any standard, rule, or regulation promulgated pursuant to Missouri Clean Water Law Section 644.006 to 644.141.

- ✓ Not Applicable: This permit is not drafted under premises of a petition for variance.

**WASTELOAD ALLOCATIONS (WLA) FOR LIMITATIONS:**

Per 10 CSR 20-2.010(78), the amount of pollutant each discharger is allowed by the Department to release into a given stream after the Department has determined total amount of pollutant which may be discharged into the stream without endangering its water quality. Water quality based maximum daily and average monthly effluent limitations were calculated using methods and procedures outlined in USEPA's Technical Support Document For Water Quality-based Toxics Control (TSD) (EPA/505/2-90-001).

- ✓ Not applicable; water quality limitations were not applied in this permit.

**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.

**WHOLE EFFLUENT TOXICITY (WET) TEST:**

Per 10 CSR 20-7.031(1)(FF), a toxicity test conducted under specified laboratory conditions on specific indicator organism; and per 40 CFR 122.2, the aggregate toxic effect of an effluent measured directly by a toxicity test. A WET test is a quantifiable method of determining if a discharge from a facility may be causing toxicity to aquatic life by itself, in combination with, or through synergistic responses when mixed with receiving water.

- ✓ Not applicable: At this time, permittees are not required to conduct a WET test. This permit is for stormwater only.

#### **PART IV – EFFLUENT LIMITATIONS DETERMINATION**

##### **EPA Construction General Permit (CGP)**

The CGP was used to research and support best professional judgment decisions made in establishing technology-based conditions for this general permit which are consistent with national standards. The permit writer determined the standards established by the CGP are achievable and consistent with federal regulations. Additionally, the conditions reflecting the best practicable technology currently available are utilized to implement the ELG.

In this general permit, technology-based effluent conditions are established through the SWPPP and BMP requirements. Effective BMPs should be designed on a site-specific basis. The implementation of inspections provides a tool for each facility to evaluate the effectiveness of BMPs to ensure protection of water quality. Any flow through an outfall is considered a discharge. Future permit action due to permit modification may contain new operating permit terms and conditions which supersede the terms and conditions, including effluent limitations, of this operating permit.

#### **PART V – REPORTING REQUIREMENTS**

##### **SAMPLING:**

The permittee is not required to sample stormwater under this permit. The Department may require sampling and reporting as a result of illegal discharges, compliance issues related to water quality concerns or BMP effectiveness, or evidence of off-site impacts from activities at the facility. If such an action is needed, the Department will specify in writing the sampling requirements, including such information as location and extent. If the permittee refuses to perform sampling when required, the Department may terminate the general permit and require the facility to obtain a site-specific permit with sampling requirements.

##### **REPORTING:**

There are quarterly reporting requirements for MO-R100xxx land disturbance permits. Project specific information is required to be reported to the Department through the eDMR system.

#### **PART VI – RAINFALL VALUES FOR MISSOURI & SURFACE WATER BUFFER ZONES**

Knowledge of the 2-year, 24-hour storm event is used in this permit for two main reasons:

- 1) The design, installation, and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants.
- 2) If the seven-day inspection frequency is utilized, an inspection must occur within 48 hours after any storm event equal to or greater than a 2-year, 24 hour storm has ceased.

For site-specific 2-year, 24-hour storm event information utilize the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 (NOAA Atlas 14) which is located at [https://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html](https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html). For more information visit; [https://www.weather.gov/media/owp/oh/hdsc/docs/Atlas14\\_Volume8.pdf](https://www.weather.gov/media/owp/oh/hdsc/docs/Atlas14_Volume8.pdf).

**Surface Water Buffer Zones:** In order to design controls that match the sediment removal efficiency of a 50-foot buffer, you first need to know what this efficiency is for your 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 erosion and sediment controls used to reduce the discharge of sediment prior to the buffer. For additional information; [https://www.epa.gov/sites/default/files/2017-02/documents/2017\\_cgp\\_final\\_appendix\\_g\\_-\\_buffer\\_reqs\\_508.pdf](https://www.epa.gov/sites/default/files/2017-02/documents/2017_cgp_final_appendix_g_-_buffer_reqs_508.pdf)

## **PART VII – 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 MEETING:**

The department hosted three public meetings for this permit. The meetings were held on January 27, February 17, and March 9, 2021.

### **PUBLIC NOTICE:**

The Department shall give public notice when 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 for this permit is started March 25, 2022 and ended April 25, 2022. Two comment letters were received.

**DATE OF FACT SHEET:** 03/2/2022

### **COMPLETED BY:**

**SARAH WRIGHT**

**MS4 & LAND DISTURBANCE PERMITTING COORDINATOR**

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**

**WATER PROTECTION PROGRAM**

**OPERATING PERMITS SECTION - STORMWATER AND CERTIFICATION UNIT**

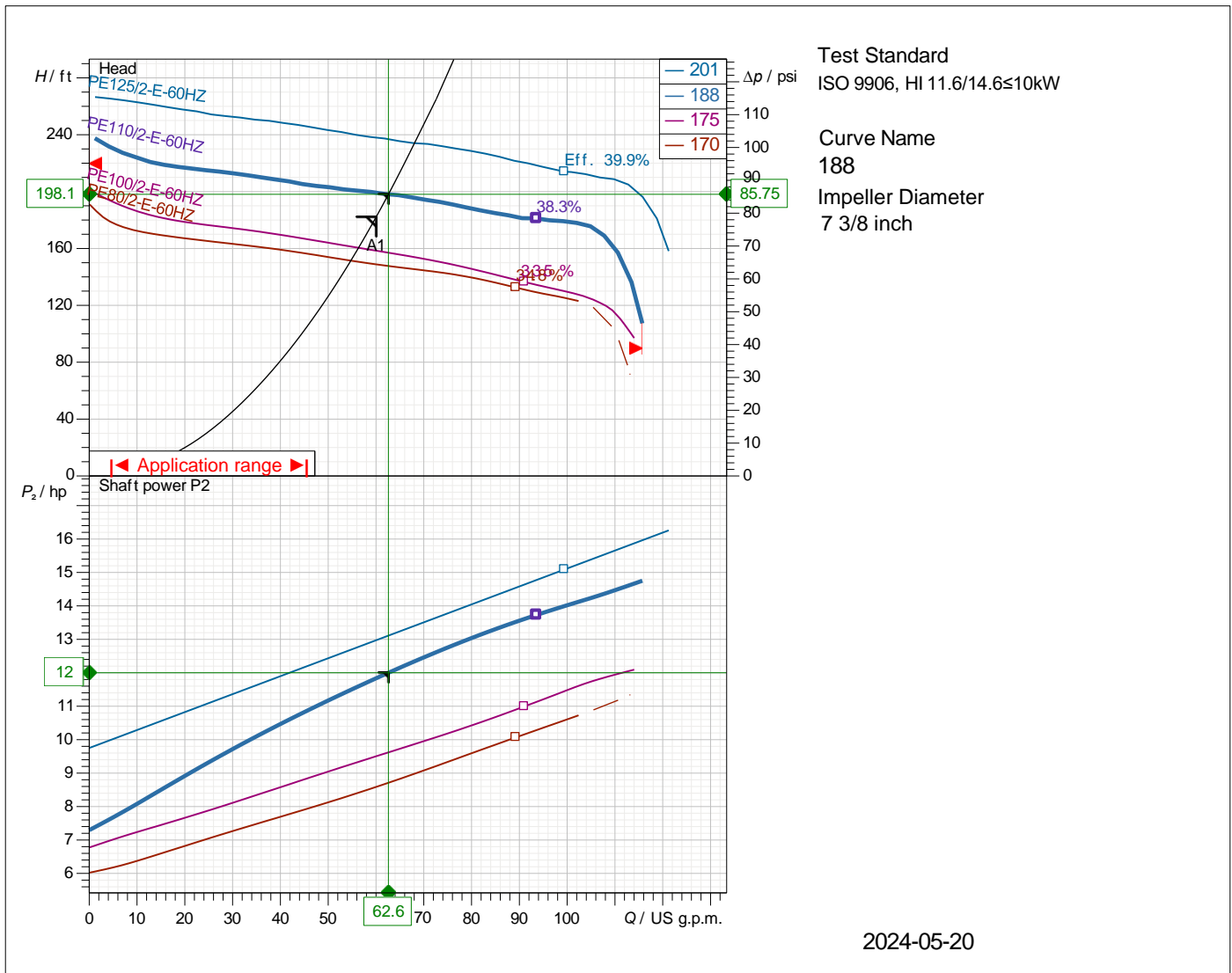
**(573) 526-1139**

**[Sarah.wright@dnr.mo.gov](mailto:Sarah.wright@dnr.mo.gov), [dnr.generalpermits@dnr.mo.gov](mailto:dnr.generalpermits@dnr.mo.gov)**

**APPENDIX B**

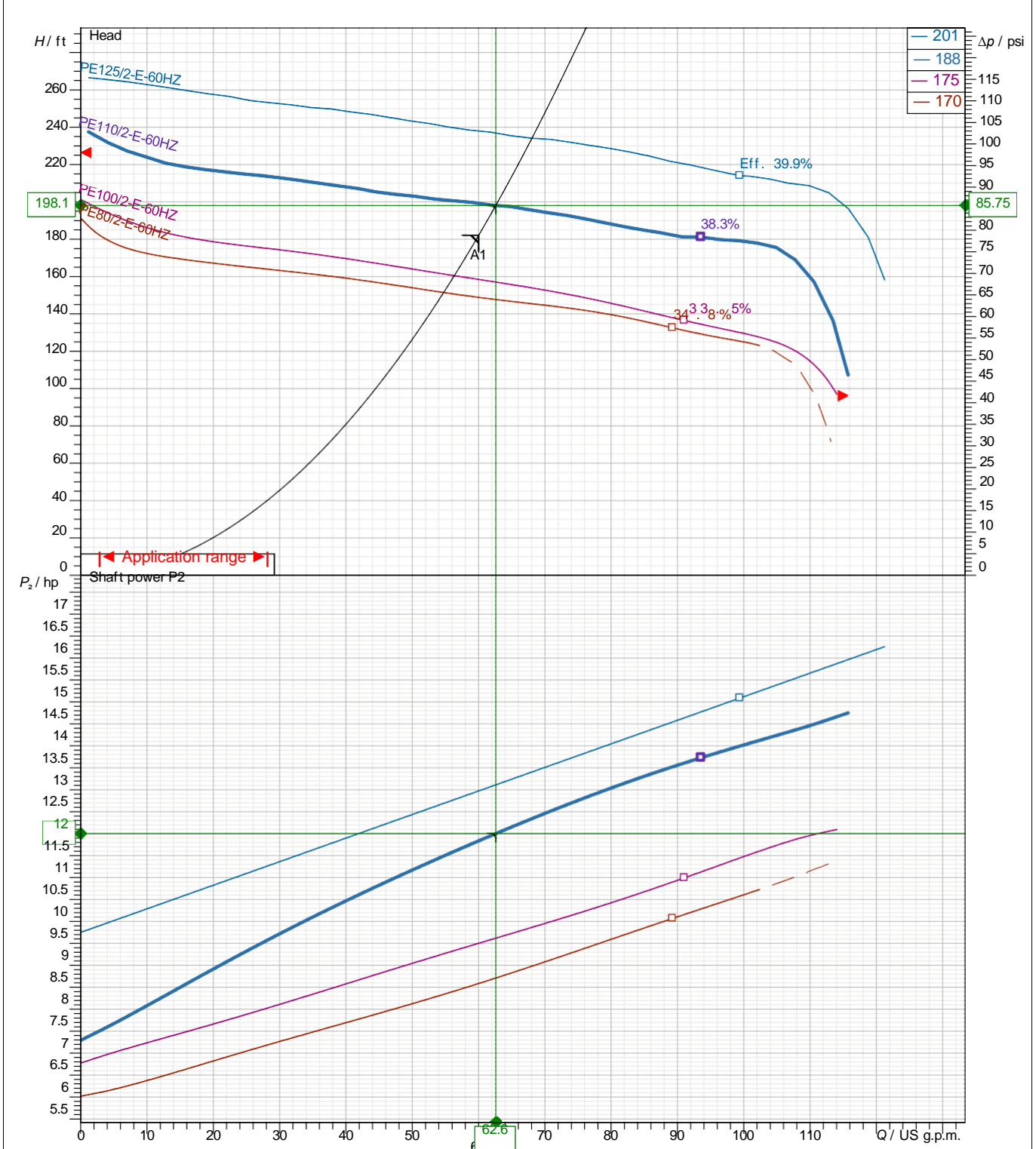
**PUMP DATA**

# PIR PE2 60 HZ



<b>Operating data specification</b>		Power input		13 hp
Flow	62.6 US g.p.m.	Head	198 ft	
Efficiency	26.4 %	Shaft power	12 hp	
NPSH		Fluid	Water	
Temperature	68 °F	Nature of system	Single head pump	
No. of pumps	1			
<b>Pump data</b>		Make		SULZER
Type	PIR PE2 60 HZ	Impeller	Macerator	
Series	PIRANHA & PIRANHA PE	Impeller size	7 3/8 inch	
N° of vanes	5	Suction flange	DN50	
Free passage		Type of installation	Installation wet well	
Discharge flange	DN50			
Moment of inertia	0.197 lb ft²			
<b>Motor data</b>		Frequency		60 Hz
Rated voltage	230 V	Nominal Speed	3530 rpm	
Rated power P2	14.8 hp	Efficiency	91.5 %	
Number of poles	2	Rated current	37.2 A	
Power factor	0.81	Rated torque	21.9 lbf ft	
Starting current	290 A	Degree of protection	IP 68	
Starting torque	56.6 lbf ft	No. starts per hour	15	
Insulation class	H			

			Discharge DN50	Frequency 60 Hz
Density 62.31 lb/ft <sup>3</sup>	Viscosity 1.077E-5 ft <sup>2</sup> /s	Test Standard ISO 9906, HI 11.6/14.6≤10kW	Rated speed 3549 rpm	Date 2024-05-20
Flow 62.6 US g.p.m.	Head 198 ft	Shaft power 12 hp	Power input 13 hp	Rated power P2 14.8 hp
			Hyd. efficiency 26.4 %	NPSH



Installation w et well			
Impeller size 7 3/8 inch	N° of vanes 5	Impeller Macerator	Solid size Revision



Frequency  
60 Hz

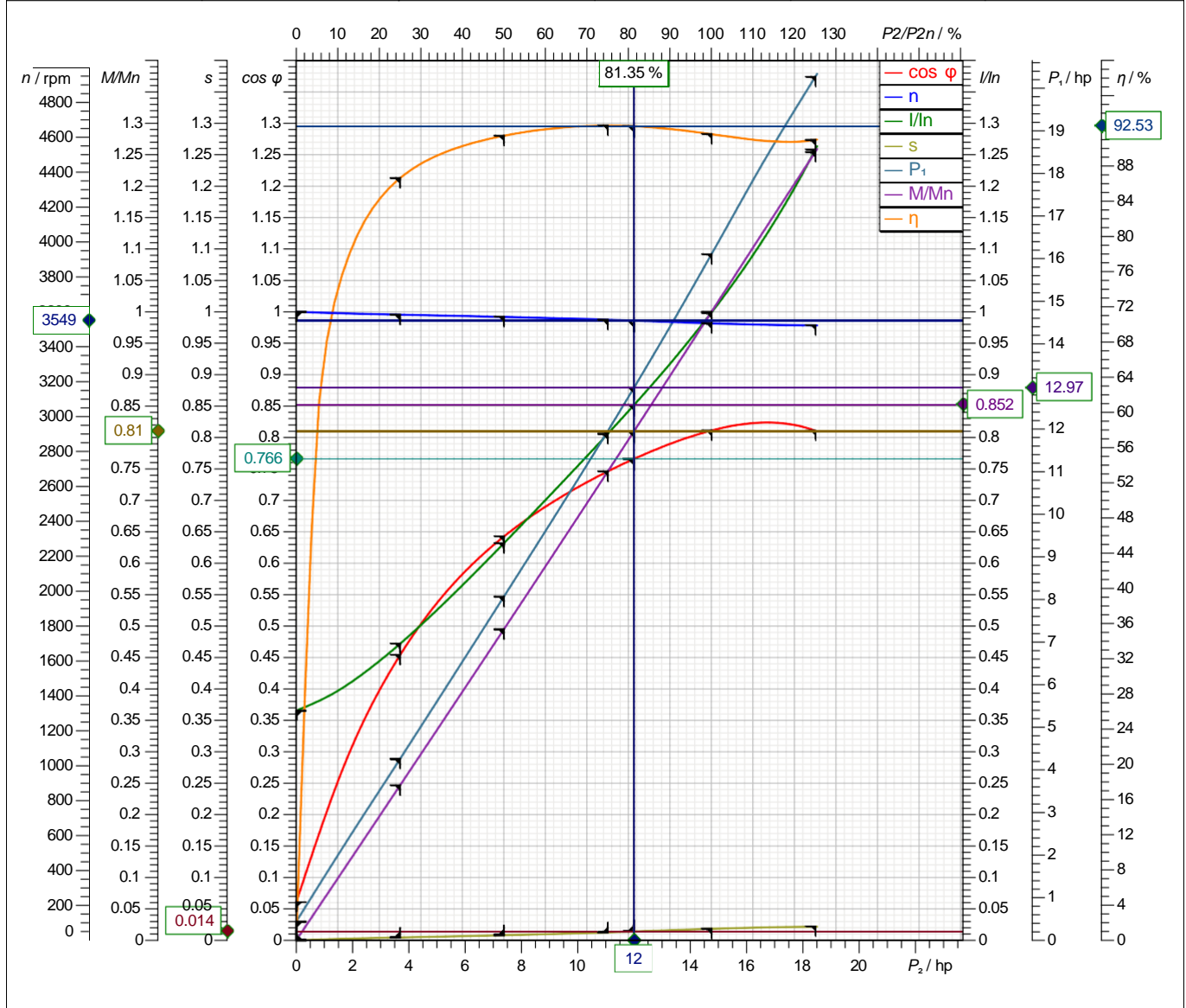
PE2

# Motor performance curve

## PE110/2-E-60HZ



Rated power 14.8 hp	Service factor 1.3	Nominal Speed 3534 rpm	Number of poles 2	Rated voltage 230 V	Date 2024-05-20
------------------------	-----------------------	---------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P <sub>2</sub> / hp	0	3.688	7.376	11.06	14.75	18.44
P <sub>1</sub> / hp	0.4374	4.257	8.066	11.95	16.1	20.26
I / A	13.59	17.55	23.5	29.98	37.15	46.79
cos φ	0.06024	0.454	0.6425	0.746	0.8112	0.8109
n / rpm	3600	3584	3571	3554	3535	3522
s / %	0	0.4529	0.8041	1.27	1.819	2.168
M / lbf ft	0	5.405	10.85	16.35	21.92	27.5
η / %	0	86.63	91.44	92.6	91.62	90.97

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current 290 A	Starting torque 56.6 lbf ft	Moment of inertia 0.503 lb ft <sup>2</sup>	No. starts per hour 15
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**APPENDIX C**  
**SPRAY NOZZLE DATA**

# 40 Series

Senninger's 40 Series impact sprinklers deliver mid-range flows in comparison to the 30 and 50 series models.



### FEATURES

- Wide range of nozzle and vane combinations for excellent distribution at all pressures
- Built-in hex wrench for easy in-the-field maintenance
- 23° model available with double nozzle
- Two trajectories available:  
12° - ideal for under-tree irrigation  
23° - for maximum throw on overhead systems
- Connection: 3/4" NPT male (female also available)
- Flow rates: 3.82 to 12.6 gpm (868 to 2862 L/hr)
- Operating pressures: 30 to 60 psi (2.07 to 4.14 bar)
- Two-year warranty on materials, workmanship and performance
- Color-coded nozzles for easy size identification. Warranted to maintain correct orifice size for five years

### CONVENIENT HAND TIGHT NOZZLES!

No tools required with the easy change/easy clean nozzle and vane combination. Half size and square orifice nozzles also available.



4012-1 SPRINKLER BASE PRESSURE-US	psi							SPRINKLER BASE PRESSURE-METRIC	bar						
	30	35	40	45	50	55	60		2.07	2.41	2.76	3.10	3.45	3.79	4.14
#10 Nozzle - Turquoise (5/32")								#10 Nozzle - Turquoise (3.97 mm)							
Flow (gpm)	3.82	4.13	4.41	4.68	4.93	5.17	5.40	Flow (L/hr)	868	938	1002	1063	1120	1174	1226
Diameter at 1.5 ft ht (ft)	73	77	80	83	86	89	91	Diameter at 0.46 m ht (m)	22.3	23.5	24.4	25.3	26.2	27.1	27.7
#11 Nozzle - Yellow (11/64")								#11 Nozzle - Yellow (4.37 mm)							
Flow (gpm)	4.63	5.00	5.34	5.67	5.98	6.27	6.55	Flow (L/hr)	1052	1136	1213	1288	1358	1424	1488
Diameter at 1.5 ft ht (ft)	76	80	83	86	89	92	94	Diameter at 0.46 m ht (m)	23.2	24.4	25.3	26.2	27.1	28.0	28.7
#12 Nozzle - Red (3/16")								#12 Nozzle - Red (4.76 mm)							
Flow (gpm)	5.52	5.97	6.37	6.76	7.13	7.48	7.81	Flow (L/hr)	1254	1356	1447	1535	1619	1699	1774
Diameter at 1.5 ft ht (ft)	78	82	85	88	91	94	96	Diameter at 0.46 m ht (m)	23.8	25.0	25.9	26.8	27.7	28.7	29.3
#13 Nozzle - White (13/64")								#13 Nozzle - White (5.16 mm)							
Flow (gpm)	6.50	7.02	7.49	7.95	8.38	8.80	9.19	Flow (L/hr)	1476	1594	1701	1806	1903	1999	2087
Diameter at 1.5 ft ht (ft)	80	84	87	90	93	96	98	Diameter at 0.46 m ht (m)	24.4	25.6	26.5	27.4	28.3	29.3	29.9
#14 Nozzle - Blue (7/32")								#14 Nozzle - Blue (5.56 mm)							
Flow (gpm)	7.49	8.09	8.63	9.17	9.66	10.1	10.6	Flow (L/hr)	1701	1837	1960	2083	2194	2294	2408
Diameter at 1.5 ft ht (ft)	82	86	89	93	96	99	101	Diameter at 0.46 m ht (m)	25.0	26.2	27.1	28.3	29.3	30.2	30.8

Sprinkler performance may vary with actual field conditions. Stream heights range from 3.5 to 5.0 ft (1.1 to 1.5 m) above nozzle based on pressure and nozzle size. Minimum recommended riser height is 1.5 ft (0.46 m).

# Series 40

IMPACTS

4023-1 SPRINKLER BASE PRESSURE-US	psi							SPRINKLER BASE PRESSURE-METRIC	bar						
	30	35	40	45	50	55	60		2.07	2.41	2.76	3.10	3.45	3.79	4.14
#10 Nozzle - Turquoise (5/32")								#10 Nozzle - Turquoise (3.97 mm)							
Flow (gpm)	3.82	4.13	4.41	4.68	4.93	5.17	5.40	Flow (L/hr)	868	938	1002	1063	1120	1174	1226
Diameter at 1.5 ft ht (ft)	86	89	91	93	95	96	97	Diameter at 0.46 m ht (m)	26.2	27.1	27.7	28.3	29.0	29.3	29.6
Diameter at 6.0 ft ht (ft)	92	94	96	97	98	99	100	Diameter at 1.83 m ht (m)	28.0	28.7	29.3	29.6	29.9	30.2	30.5
#11 Nozzle - Yellow (11/64")								#11 Nozzle - Yellow (4.37 mm)							
Flow (gpm)	4.63	5.00	5.34	5.67	5.98	6.27	6.55	Flow (L/hr)	1052	1136	1213	1288	1358	1424	1488
Diameter at 1.5 ft ht (ft)	89	92	94	96	98	99	100	Diameter at 0.46 m ht (m)	27.1	28.0	28.7	29.3	29.9	30.2	30.5
Diameter at 6.0 ft ht (ft)	94	96	98	100	102	103	104	Diameter at 1.83 m ht (m)	28.7	29.3	29.9	30.5	31.1	31.4	31.7
#12 Nozzle - Red (3/16")								#12 Nozzle - Red (4.76 mm)							
Flow (gpm)	5.52	5.97	6.37	6.76	7.13	7.48	7.81	Flow (L/hr)	1254	1356	1447	1535	1619	1699	1774
Diameter at 1.5 ft ht (ft)	92	95	97	99	101	102	103	Diameter at 0.46 m ht (m)	28.0	29.0	29.6	30.2	30.8	31.1	31.4
Diameter at 6.0 ft ht (ft)	97	99	101	103	105	107	108	Diameter at 1.83 m ht (m)	29.6	30.2	30.8	31.4	32.0	32.6	32.9
#13 Nozzle - White (13/64")								#13 Nozzle - White (5.16 mm)							
Flow (gpm)	6.50	7.02	7.49	7.95	8.38	8.80	9.19	Flow (L/hr)	1476	1594	1701	1806	1903	1999	2087
Diameter at 1.5 ft ht (ft)	94	97	99	101	103	104	105	Diameter at 0.46 m ht (m)	28.7	29.6	30.2	30.8	31.4	31.7	32.0
Diameter at 6.0 ft ht (ft)	100	103	106	109	112	115	117	Diameter at 1.83 m ht (m)	30.5	31.4	32.3	33.2	34.1	35.1	35.7
#14 Nozzle - Blue (7/32")								#14 Nozzle - Blue (5.56 mm)							
Flow (gpm)	7.49	8.09	8.63	9.17	9.66	10.1	10.6	Flow (L/hr)	1701	1837	1960	2083	2194	2294	2408
Diameter at 1.5 ft ht (ft)	96	99	101	103	105	106	107	Diameter at 0.46 m ht (m)	29.3	30.2	30.8	31.4	32.0	32.3	32.6
Diameter at 6.0 ft ht (ft)	102	106	110	114	118	122	125	Diameter at 1.83 m ht (m)	31.1	32.3	33.5	34.7	36.0	37.2	38.1

4023-2 SPRINKLER BASE PRESSURE-US	psi							SPRINKLER BASE PRESSURE-METRIC	bar						
	30	35	40	45	50	55	60		2.07	2.41	2.76	3.10	3.45	3.79	4.14
10x6 #10 Range Nozzle x #6 Spreader Nozzle								10x6 #10 Range Nozzle x #6 Spreader Nozzle							
Flow (gpm)	5.25	5.67	6.07	6.43	6.78	7.11	7.43	Flow (L/hr)	1192	1288	1379	1460	1540	1615	1688
Diameter at 1.5 ft ht (ft)	86	89	91	93	95	96	97	Diameter at 0.46 m ht (m)	26.2	27.1	27.7	28.3	29.0	29.3	29.6
Diameter at 6.0 ft ht (ft)	92	94	96	97	98	99	100	Diameter at 1.83 m ht (m)	28.0	28.7	29.3	29.6	29.9	30.2	30.5
11x6 #11 Range Nozzle x #6 Spreader Nozzle								11x6 #11 Range Nozzle x #6 Spreader Nozzle							
Flow (gpm)	6.10	6.59	7.05	7.47	7.88	8.26	8.63	Flow (L/hr)	1385	1497	1601	1697	1790	1876	1960
Diameter at 1.5 ft ht (ft)	89	92	94	96	98	99	100	Diameter at 0.46 m ht (m)	27.1	28.0	28.7	29.3	29.9	30.2	30.5
Diameter at 6.0 ft ht (ft)	94	96	98	100	102	103	104	Diameter at 1.83 m ht (m)	28.7	29.3	29.9	30.5	31.1	31.4	31.7
12x6 #12 Range Nozzle x #6 Spreader Nozzle								12x6 #12 Range Nozzle x #6 Spreader Nozzle							
Flow (gpm)	6.89	7.54	8.07	8.55	9.02	9.46	9.88	Flow (L/hr)	1565	1713	1833	1942	2049	2149	2244
Diameter at 1.5 ft ht (ft)	92	95	97	99	101	102	103	Diameter at 0.46 m ht (m)	28.0	29.0	29.6	30.2	30.8	31.1	31.4
Diameter at 6.0 ft ht (ft)	97	99	101	103	105	107	108	Diameter at 1.83 m ht (m)	29.6	30.2	30.8	31.4	32.0	32.6	32.9
13x6 #13 Range Nozzle x #6 Spreader Nozzle								13x6 #13 Range Nozzle x #6 Spreader Nozzle							
Flow (gpm)	7.93	8.57	9.16	9.72	10.2	10.7	11.2	Flow (L/hr)	1801	1946	2080	2208	2317	2430	2544
Diameter at 1.5 ft ht (ft)	94	97	99	101	103	104	105	Diameter at 0.46 m ht (m)	28.7	29.6	30.2	30.8	31.4	31.7	32.0
Diameter at 6.0 ft ht (ft)	100	103	106	109	112	115	117	Diameter at 1.83 m ht (m)	30.5	31.4	32.3	33.2	34.1	35.1	35.7
14x6 #14 Range Nozzle x #6 Spreader Nozzle								14x6 #14 Range Nozzle x #6 Spreader Nozzle							
Flow (gpm)	8.90	9.62	10.3	10.9	11.5	12.1	12.6	Flow (L/hr)	2021	2185	2339	2476	2612	2748	2862
Diameter at 1.5 ft ht (ft)	96	99	101	103	105	106	107	Diameter at 0.46 m ht (m)	29.3	30.2	30.8	31.4	32.0	32.3	32.6
Diameter at 6.0 ft ht (ft)	102	106	110	114	118	122	125	Diameter at 1.83 m ht (m)	31.1	32.3	33.5	34.7	36.0	37.2	38.1

Sprinkler performance may vary with actual field conditions. Stream heights range from 6.5 to 10.0 ft (2.0 to 3.1 m) above nozzle based on pressure and nozzle size. Minimum recommended riser height is 1.5 ft (0.46 m)

# PSR-2

## PIVOT SPECIAL REGULATOR (with hook-free water passage)

### Specifications

The pressure regulator shall be capable of operating at a constant, factory preset, non-adjustable outlet pressure of 6, 10, 12, 15, 20, 25, 30, 35, 40, or 50 PSI (0.41, 0.69, 0.83, 1.03, 1.38, 1.72, 2.07, 2.41, 2.76, or 3.45 bar) within a flow range between 0.5 - 15 GPM (114 - 3407 L/hr).

The pressure regulator shall maintain the nominal pressure at a minimum of 5 PSI (0.34 bar) above model inlet pressure and a maximum of 80 PSI (5.52 bar) above nominal model pressure\*. Refer to the PRU performance curve to establish specific outlet pressures based on relative inlet pressure and flow rate. Always install downstream from all shut off valves. Recommended for outdoor use only. Not NSF certified.

All pressure regulator models shall be equipped with this configuration:

<b>Inlet</b>	<b>Outlet</b>
¾-inch Female National Pipe Thread (FNPT)	¾-inch Female National Pipe Thread (FNPT) outlet

The upper housing, lower housing, and internal molded parts shall be of engineering-grade thermoplastics with internal elastomeric seals and a reinforced elastomeric diaphragm. Regulation shall be accomplished by a fixed stainless steel compression spring, which shall be enclosed in a chamber isolated from the normal water passage. The PSR-2 water passage shall be free of support struts that may allow “hair-pinning” of water-borne fibrous material.

The regulator external housings shall be press-fit with locking wedges and assembled without screws or other metallic fasteners. Outlet pressure and flow shall be clearly marked on the outside of each regulator.

The pressure regulator shall carry a two-year manufacturer’s warranty on materials, workmanship, and performance. Each pressure regulator shall be water tested for accuracy before departing the manufacturing facility.

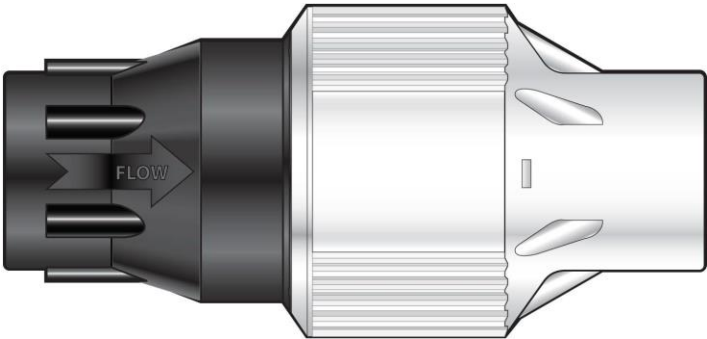
The pressure regulator shall be manufactured by Senninger Irrigation in Clermont, Florida. Senninger is a Hunter Industries Company.

### Physical

#### ¾" FNPT x ¾" FNPT model

*Overall Length*  
4.8 inches (12.2 cm)

*Overall Width*  
1.1 inches (5.7 cm)



\* Please consult factory for applications outside of recommended guidelines.



# PSR-2

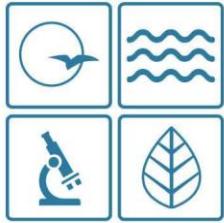
PIVOT SPECIAL REGULATOR (with hook-free water passage)

## Model Numbers

Model #	Flow Range	Preset Operating Pressure	Maximum Inlet Pressure
PSR-2-6	0.5 - 15 GPM (114 - 3407 L/hr)	6 PSI (0.41 bar)	80 psi (5.51 bar)
PSR-2-10	0.5 - 15 GPM (114 - 3407 L/hr)	10 PSI (0.69 bar)	90 psi (6.20 bar)
PSR-2-12	0.5 - 15 GPM (114 - 3407 L/hr)	12 PSI (0.83 bar)	90 psi (6.20 bar)
PSR-2-15	0.5 - 15 GPM (114 - 3407 L/hr)	15 PSI (1.03 bar)	95 psi (6.55 bar)
PSR-2-20	0.5 - 15 GPM (114 - 3407 L/hr)	20 PSI (1.38 bar)	100 psi (6.89 bar)
PSR-2-25	0.5 - 15 GPM (114 - 3407 L/hr)	25 PSI (1.72 bar)	105 psi (7.24 bar)
PSR-2-30	0.5 - 15 GPM (114 - 3407 L/hr)	30 PSI (2.07 bar)	110 psi (7.58 bar)
PSR-2-35	0.5 - 15 GPM (114 - 3407 L/hr)	35 PSI (2.41 bar)	115 psi (7.93 bar)
PSR-2-40	0.5 - 15 GPM (114 - 3407 L/hr)	40 PSI (2.76 bar)	120 psi (8.27 bar)
PSR-2-50	0.5 - 15 GPM (114 - 3407 L/hr)	50 PSI (3.45 bar)	130 psi (8.96 bar)

**APPENDIX D**

MoDNR APPROVAL LETTERS



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

**Michael L. Parson**  
Governor

**Dru Buntin**  
Director

**OFFICIAL COPY VIA EMAIL**

December 11, 2023

Nathan Graessle  
Missouri State Parks  
St. Francois Park WWTF Evaluation  
8920 US Highway 67 North  
Bonne Terre, MO 63628

RE: St. Francois Park WWTF Evaluation – Land Application System, Act-1452, St. Francois County, Facility Plan Approval

Dear Nathan:

The Missouri Department of Natural Resources reviews facility plans to ensure well-planned projects for wastewater sewer systems and treatment facilities that protect and preserve water quality and human health. The Missouri Department of Natural Resources has reviewed the St. Francois Park Wastewater Treatment System Evaluation submitted by David VanLeer, P.E, on behalf of the Division of State Parks on June 15 2023.

The facility plan identified the need to increase treatment capacity to keep up with planned construction of more campgrounds.

A geohydrologic evaluation was completed by Missouri Geological Survey on May 17, 2023 as required by 10 CSR 20-6.010(7)(B)2, 10 CSR 20-6.010(4)(A)5.D., 10 CSR 20-8.110(5)(E)6.G., and 10 CSR 20-8.200(2)(B). The geohydrologic evaluation identified that the lagoon did not have collapse potential, and slopes on site ranged from four percent to greater than eight percent. The site is located on a hillslope with surface water draining west into Big River. There is the potential that the low permeability of surficial materials and bedrock may lead to ponding of effluent if the proposed system is not designed, installed, and operated properly.

From the information provided, the owner and continuing authority will be Missouri Department of Natural Resources, Division of State Parks.

The facility plan proposed 4 alternatives to address growth.



Alternative No. 1 is to land apply wastewater generated by campsites via spray irrigation and is a viable proposal to meet water quality standards. A soils investigation conducted by Chris Chapman rated the soils in the absorption areas as moderately well drained and recommended a surface application rate of 24 inches per year, the standard maximum application rate. The estimated cost of installation is \$570,975 with \$10,300 in annual operation and maintenance costs.

Alternative No. 2 is to land apply the wastewater generated by the campsites via subsurface irrigation. This option has the potential to meet water quality standards, but due to the depth to limiting layer, required separations may not be able to be met. Chris Chapman conducted a soils evaluation on March 4, 2023 and dug 6 pits in the proposed dispersal area. The soils evaluation determined the site's soil was moderately well drained. According to recommendations from the soil scientist, a conventional system is still unsuitable so an engineered system is necessary to meet site limitations. LPP or drip trenches could be dug at a depth of 8 inches and it is recommended for the entire treatment field to have a curtain drain uphill of the field at a depth of 36 inches to divert surface water. This would satisfy 10 CSR 20-8.200(7)(A). From the recommendation of the soil scientist, the loading rate to the dispersal field shall not exceed 0.1 gallons per day per square foot (0.1 gpd/sq ft) The estimated cost of installation is \$598,000 with an O&M of \$13,500 annually, plus the cost of lagoon closure.

Alternative No. 3 is to construct a mechanical extended air wastewater treatment plant. This has the potential to meet water quality standards and could be permitted under a general operating permit. This option would require an antidegradation review and a higher level of operator certification. To ensure the system remains usable after additional future expansions, the design flow would be 12,000 gpd. The estimated installation cost for this alternative is \$609,500 and the operations and maintenance costs will be around \$24,560

Alternative No. 4 is regionalization. The proposed facility is located approximately 2.39 miles from the Bonne Terre Northeast WWTF meaning the distance from centralized sewer is greater than 2,000 feet, meeting the requirements of 10 CSR 20-6.010(2)(C)3. Regionalization is said to be economically unfeasible as it would cost approximately \$1,000,000 to connect.

The facility plan recommends Alternative No. 1. Spray Irrigation: The existing lagoon will remain in use and a sprinkler system is to be put at the effluent end to land apply up to 24 inches of wastewater per year. The design flow is 8,856 gpd. The sludge will be pumped as necessary. A 6 foot fence is planned for the perimeter of the application field. The lagoon barely meets the 90 day storage requirements for land application with the increased flows of this expansion so to ensure protection from severe storm events the bottom of both lagoon cells will be excavated by one foot, increasing storage to 104 days. The current clay liner will be replaced with a synthetic liner once the excavation is complete.



The lagoon sits in the one percent flood plain of Big River, but because it is existing and new cells are not being created, modification to the depth is allowed as long as the final basin meets 10 CSR 20 chapter 8 requirements on compaction and liner material.

The proposed dispersal field is approximately 500 feet from the nearest proposed campsite and ~500 feet from Big River, meeting the setback distance of 100 feet from ponds and streams per 10 CSR 20-8.200(6)(B)(2)(E). There are no known sinkholes or wetlands on site. The FEMA map was accessed on March 7, 2023 and the proposed facility is not located within a floodplain. The proposed system is located more than 50 feet from the property line, meeting the requirements of 10 CSR 20-8.200(6)(B)(2)(A).

Compliance with all Missouri Minimum Design Standards, 10 CSR 20-8, as well as accepted design standards or guidance for wastewater systems to protect the public health and the environment is established during review of the construction permit application and supporting documentation.

The facility plan regarding the St. Francois Park WWTF developed by Cochran Engineering and submitted by Nathan Graessle and Missouri State Parks on June 2, 2023, is hereby approved. Any changes to the scope of work as shown in this facility plan will require an addendum to the facility plan. Construction, installation, expansion or modification of any collection system or wastewater treatment facility is prohibited until a construction permit is issued by the Department, per 10 CSR 20-6.010(4)(A).

The Department's review of the engineer's cost estimate associated with this project is not rigorous. It serves only as a basis for project scope and general comparison of alternatives. Since the estimate is a preliminary cost to help the owner or community decide which option to pursue, the Department does not independently verify costs nor does it determine whether selected alternatives represent financially prudent decisions. It is important to understand that it is the community's or owner's responsibility to make sure that all planned expenditures are reasonable. For comparison purposes the Department recommends using a 20-year present worth analysis to provide a reasonable basis for lifetime cost comparisons.

Following the Department's public notice of draft Missouri State Operating Permit including the preliminary determination, the Department will review any public notice comments received. Significant comments have the potential to require a facility plan or construction plans amendment submittal for Department approval and an additional public notice.

After receipt of this approval letter, please submit –

- <https://dnr.mo.gov/document-search/application-construction-permit-wastewater-treatment-facility-mo-780-2189> and an application fee of \$1,000.
- Construction plans and specifications: one electronic copy;
- Summary of design: one electronic copy; and
- For an operating permit,
  - [Form B - Application for Operating Permit for Domestic Wastewater \(≤ 100,000 gallons per day\), Form--MO 780-1512](#)
  - \$300 fee for having between 5,000 and 10,000 gpd


St. Francois State Park

Page 4

For questions related to technical issues such as the facility plan, construction permit, or plans and specifications, please contact Alex Bielefeldt, by phone at 573-751-1714, by email at [alex.bielefeldt@dnr.mo.gov](mailto:alex.bielefeldt@dnr.mo.gov), or by mail at Department of Natural Resources, P.O. Box 176, Jefferson City, MO 65102. Thank you.

Sincerely,

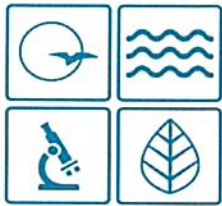
WATER PROTECTION PROGRAM



Cindy LePage, P.E., Chief  
Engineering Section

CL:abj

c: T.J Garbs, P.E., Cochran Engineering  
St. Francois State Park ([alan.lancaster@dnr.mo.gov](mailto:alan.lancaster@dnr.mo.gov))  
Lorena Villalobos



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

Michael L. Parson  
Governor

Dru Buntin  
Director

May 31, 2024

St. Francois State Park  
8920 Hwy 67 N  
Bonne Terre, MO 63628

RE: Less than 3,000 gpd no-discharge permit exemption for land application

Dear St. Francois State Park:

The Department of Natural Resources received a request to land apply wastewater currently being held in the St. Francois State Park lagoon. The design flow for the no-discharge lagoon is less than 3,000 gpd: Non-discharging facilities for domestic wastewater flows of three thousand gallons per day (3,000 gpd) are exempt from permit requirements, as stated in 10 CSR 20-6.010(1)(B)11 and 10 CSR 20-6.015(3)(B)6.

Even though the land application is exempt from permit requirements, the setback distances and application rate maximums outlined in 10 CSR 20-8.200(6)(B) and 10 CSR 20-8.200(6)(D) respectively shall apply. The specific regulations can be viewed on the Missouri Secretary of State's website at the following url: [www.sos.mo.gov/adrules/csr/current/10csr/10csr](http://www.sos.mo.gov/adrules/csr/current/10csr/10csr).

Withdrawal of this exemption will be considered if it is determined by the department that the activity is impacting water quality, or if wastewater discharges have occurred.

If you have any questions about this decision, please contact Michael Donley by phone at (573) 840-9364, by email at [michael.donley@dnr.mo.gov](mailto:michael.donley@dnr.mo.gov), or by mail at the Department of Natural Resources, Southeast Regional Office, 2155 N Westwood Blvd, Poplar Bluff, MO 63901

Sincerely,

SOUTHEAST REGIONAL OFFICE

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