

# PROJECT MANUAL

*Repairs to Storm Water Components  
Algoa Correctional Center  
Jefferson City, Missouri*

Designed By: McClure Engineering Company  
1901 Pennsylvania Avenue  
Columbia, MO 65202

Date Issued: November 2, 2023

Project No.: C2306-02

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: C2306-02**

**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:**

**ALL:**

**McClure Engineering Company**

**Certificate of Authority#: E-2006023253**

**Exp. 12/31/2024**



**Michael M. Hall, PE, M.ASCE**

**Exp. 12/31/2023**

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### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

### PART 2 - PRODUCTS (NOT APPLICABLE)

### PART 3 - EXECUTION

#### 3.1 LIST OF DRAWINGS

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

	<u>TITLE</u>	<u>SHEET #</u>	<u>DATE</u>	<u>CAD #</u>
1.	Cover Sheet	Sheet G-001	11-2-23	C2306-01-AL-G-GNL-001
2.	Location Map Legend & General Notes	Sheet G-002	11-2-23	C2306-01-AL-G-GNL-002
3.	Construction Staging & Access Control	Sheet G-003	11-2-23	C2306-01-AL-G-GNL-003
4.	SWPPP Notes	Sheet G-004	11-2-23	C2306-01-AL-G-GNL-004
5.	Existing Site & Demo Plan	Sheet CD-001	11-2-23	C2306-01-AL-CD-SITE-01
6.	Proposed Site Plan	Sheet C-001	11-2-23	C2306-01-AL-C-SITE-01
7.	Plan & Profiles for Storm Line 1	Sheet C-002	11-2-23	C2306-01-AL-C-PROF-01
8.	Plan & Profiles for Storm Line 1.1	Sheet C-003	11-2-23	C2306-01-AL-C-PROF-02
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**END OF SECTION 000115**

## SECTION 001116 - INVITATION FOR BID

### 1.0 OWNER:

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

### 2.0 PROJECT TITLE AND NUMBER:

- A. Repairs to Storm Water Components  
Algoa Correctional Center  
Jefferson City, Missouri  
**Project No.: C2306-02**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, January 18, 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 project includes construction of storm and drainage sewer pipes, demolition, sitework, surface restoration, concrete work and all items incidental to construction.
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**
- C. **\*\*NOTE:** Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

### 5.0 PRE-BID MEETING:

- A. Place/Time: 1:30 PM, January 3, 2024, at 8501 No More Victims Road, Jefferson City, MO 65101  
(park next to water tower and meet at the Administration Building).
- B. Access to State of Missouri property requires presentation of a photo ID by all persons.

### 6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. View Only Electronic bid sets are available at no cost or paper bid sets for a **deposit of \$30.00** 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: McClure Engineering Company, Mike Hall, P.E., 573-234-2620, email: [mhall@mecresults.com](mailto:mhall@mecresults.com)
- B. Project Manager: Scott Zeller, 573-751-2668, email: [Scott.Zeller@oa.mo.gov](mailto:Scott.Zeller@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."
- D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.
- E. If you want to verify that you are uploading documents correctly, 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 Cathy Holliday at 573-751-3491 or by email: [cathy.holliday@oa.mo.gov](mailto:cathy.holliday@oa.mo.gov).

## IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

A. SECTION 002113 – INSTRUCTIONS TO  
BIDDERS: Article 15.0, Section D1:

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



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

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

- A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project 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://o eo.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 Corrections.

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:**                    **Repairs to Storm Water Components  
Algoa Correctional Center  
Jefferson City, Missouri**

**Project Number:**                **C2306-02**

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 \$700** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

**ARTICLE 4. CONTRACT SUM**

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

Base Bid: \$

Alternate No. 1: \$

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

**ARTICLE 5. PREVAILING WAGE RATE**

**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 funded, 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
----------------

NAME
------

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
------------------------

DATE
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**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSER SEAL
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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	\$	\$	

## **INSTRUCTIONS FOR MBE/WBE/SDVE PROGRESS REPORT**

### **CONTRACTOR OR CONSULTANT TO FILL OUT AND REMIT WITH EACH PAY APPLICATION:**

The MBE/WBE/SDVE Progress Report for the project is issued with the contract comprising values reported in the consultant's Proposal or on the successful contractor's Section 004337 Compliance Evaluation Forms.

At Initial Pay Application fill in the following:

1. Pay App No. Start with 1.
2. Fill in the Project Number and Date.
3. Enter Project Title, Project Location, and Firm.
4. Fill in the "Original Contract Sum" and "Total Contract Sum To Date" (Reference applicable Line Items on Form A of Application for Payment).
5. Indicate the Total Participation Dollar Amount from the Original Contract.
6. Select MBE, WBE, or SDVE for each Consultant/Subconsultant or Contractor/Subcontractor/Supplier.
7. Enter the "Total Amount of Subcontract", "\$ Amount (Paid-To-Date)", and Company Name.

For all subsequent Pay Applications fill in the following:

1. Pay App No.
2. If Final Pay App, check box.
3. Fill in the Project Number and Date.
4. Enter Project Title, Project Location, and Firm
5. At each Pay App fill in the "Original Contract Sum" and "Total Contract Sum To Date" (reference applicable Line Items on Form A of Application for Payment).
6. Indicate the Total Participation Dollar Amount from the Original Contract.
7. Select MBE, WBE, or SDVE for each Consultant/Subconsultant or Contractor/Subcontractor/Supplier
8. Enter the "Total Amount of Subcontract", "\$ Amount (Paid-To-Date)", and Company Name.



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

FILE: Closeout Documents

# GENERAL CONDITIONS

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## 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 contact price, whichever is greater, with loss payable

to Contractor and Owner as their respective interests may appear.

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

C. Minimum Limits of Insurance

1. General Liability

Contractor

\$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage

\$2,000,000 annual aggregate

2. Automobile Liability

\$2,000,000 combined single limit per occurrence for bodily injury and property damage

3. Workers' Compensation and Employers Liability

Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of \$1,000,000 limit per accident for Employer's Liability.

General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.

D. Deductibles and Self-Insured Retentions

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions,

as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

Contractor's insurance coverage shall be primary with respect to all additional insured's. Insurance of self-insurance programs maintained by the designated additional -insured's shall be 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: Mike Hall, P.E.  
McClure Engineering Company  
1901 Pennsylvania Avenue  
Columbia, MO 65202  
Telephone: 573-234-2620  
Email: [mhall@mecresults.com](mailto:mhall@mecresults.com)

Construction Representative: Dustin Cooper  
Division of Facilities Management, Design and Construction  
301 W High Street, Room 730  
Jefferson City, MO 65101  
Telephone: 573-526-0711  
Email: [Dustin.Cooper@oa.mo.gov](mailto:Dustin.Cooper@oa.mo.gov)

Project Manager: Scott Zeller  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573-751-2668  
Email: [Scott.Zeller@oa.mo.gov](mailto:Scott.Zeller@oa.mo.gov)

Contract Specialist: April Howser  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573-751-0053  
Email: [April.Howser@oa.mo.gov](mailto:April.Howser@oa.mo.gov)

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

### 4.0 FURNISHING CONSTRUCTION DOCUMENTS:

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

### 5.0 SAFETY REQUIREMENTS

Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 007213, General Conditions.

**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
106	4.0	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. pts. 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 (20 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



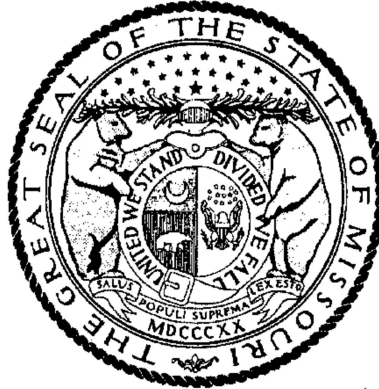
telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, “covered telecommunications equipment or services” has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232. *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. 30

Section 026  
**COLE 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 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$60.26
Boilermaker	\$28.77*
Bricklayer	\$55.66
<b>Carpenter</b>	<b>\$49.39</b>
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$43.32
Plasterer	
Communications Technician	\$57.11
Electrician (Inside Wireman)	\$58.40
Electrician Outside Lineman	\$28.77*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$98.59
Glazier	\$28.77*
Ironworker	\$62.53
Laborer	\$43.32
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.77*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$62.81
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.55
Plumber	\$68.06
Pipe Fitter	
Roofer	\$52.39
Sheet Metal Worker	\$56.48
Sprinkler Fitter	\$64.54
Truck Driver	\$28.77*
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  
COLE County

Section 026

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$53.39
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$28.77*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$47.92
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.89
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$47.77
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).

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

\*The Division of Labor Standards received 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 construction of storm and drainage sewer pipes, demolition, sitework, surface restoration, concrete work and all items incidental to total construction.
  - 1. Project Location: Algoa Correctional Center, 8501 No More Victims Road, Jefferson City, Missouri 65101.
  - 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 **November 2, 2023** were prepared for the Project by **McClure Engineering Company, 2001 West Broadway, Columbia Missouri 65203, Phone: 573-814-1568, Email: mhall@mclurevision.com.**
- C. The Work consists of construction of storm and drainage sewer pipes, demolition, sitework, surface restoration, concrete work and all items incidental to total construction.
- D. The Work will be constructed under a single prime contract.

#### 1.3 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: **PUBLIC WILL NOT BE ALLOWED ACCESS TO THE SITE DURING CONSTRUCTION.**
  - 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.

#### **1.4 OCCUPANCY REQUIREMENTS**

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install material and store equipment on the site in a manner that will not impede the contractor's work. This does not constitute acceptance of the total Work.
  - 1. Upon final completion, the Owner will assume responsibility for maintenance of the project.

#### **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.
  - 2. Division 1 Section "Unit Prices" for procedures for using unit prices.

#### **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.



## **PART 2 - EXECUTION**

### **2.1 EXAMINATION**

- A.** Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### **2.2 PREPARATION**

- A.** Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### **2.3 SCHEDULE OF ALLOWANCES**

- A. Weather Allowance: Included within the completion period for this Project is TEN (10) “bad weather” days.**

**END OF SECTION 012100**

## **SECTION 012300 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements governing Alternates.

#### **1.3 DEFINITIONS**

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents..
  - 1. The cost for each alternate is the net addition to the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. No additional time will be allowed for alternate work unless the number of work days is so stated on the bid form.

#### **1.4 PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate the Alternate Work into the Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: The award of the Contract will indicate whether alternates have been accepted or rejected.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

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

### **PART 3 - EXECUTION**

#### **3.1 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1: *Construct drainage swale as outlined on plan sheet C-005.*

END OF SECTION 012300

## **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 012200 "Unit Prices" for administrative requirements for using Unit Prices.
  - 3. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.
  - 4. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
  - 5. 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 & number
  8. Name and address of Contractor
  9. Name and address of Designer
  10. RFI number including RFIs that were dropped and not submitted
  11. RFI description
  12. Date the RFI was submitted
  13. Date Designer's response was received
  14. Identification of related DSI or Proposal Request, as appropriate

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

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

**END OF SECTION 013100**



## 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® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
  - 1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.
  - 2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
- B. Support: E-Builder® will provide on-going support through on-line help files.
- C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.
  - 1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: <https://oa.mo.gov/facilities/vendor-links/contractor-forms>. Completed forms shall be emailed to the following email address: [OA.FMDCE-BuilderSupport@oa.mo.gov](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.

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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.

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

**PART 3 - EXECUTION (Not Applicable.)**

**END OF SECTION 013115**

## **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. 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
    - b. 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.
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. 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. Fabrication
  5. Deliveries
  6. Installation
  7. Testing
  8. Adjusting
  9. Curing

10. Placement into final use and operation

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

### **1.3 SUBMITTAL PROCEDURES**

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

### **1.4 SHOP DRAWINGS**

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

5. Notation of dimensions established by field measurement
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½"x11" but no larger than 24"x36".

## **1.5 PRODUCT DATA**

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
  1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information including the following information:
    - a. Manufacturer's printed recommendations
    - b. Compliance with Trade Association standards
    - c. Compliance with recognized Testing Agency standards
    - d. Application of Testing Agency labels and seals
    - e. Notation of dimensions verified by field measurement
    - f. Notation of coordination requirements
  2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

## **1.6 SAMPLES**

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. The Contractor shall submit full-size, fully fabricated samples, cured and finished as specified, and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
  1. The Contractor shall mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Designer's sample including the following:
    - a. Specification Section number and reference
    - b. Generic description of the Sample
    - c. Sample source
    - d. Product name or name of the Manufacturer
    - e. Compliance with recognized standards
    - f. Availability and delivery time
  2. The Contractor shall submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

- a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.
  - b. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
  - c. Refer to other Sections for samples to be returned to the Contractor for incorporation in the Work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
  - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
3. Field samples are full-size examples erected onsite to illustrate finishes, coatings, or finish materials and to establish the Project standard.
    - a. The Contractor shall comply with submittal requirements to the fullest extent possible. The Contractor shall process transmittal forms to provide a record of activity.

## **1.7 QUALITY ASSURANCE DOCUMENTS**

- A. The Contractor shall comply with the General Conditions, Article 3.2
- B. The Contractor shall submit quality control submittals including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the Manufacturer certifying compliance with specified requirements.
  1. Signature: Certification shall be signed by an officer of the Manufacturer or other individual authorized to contractually bind the Company.
- D. Inspection and Test Reports: The Contractor shall submit the required inspection and test reports from independent testing agencies as specified in this Section and in other Sections of the Contract Documents.
- E. Construction Photographs: The Contractor shall submit record construction photographs as specified in this Section and in other Sections of the Contract Documents.
  1. The Contractor shall submit digital photographs. The Construction Administrator shall determine the quantity and naming convention at the preconstruction meeting.
  2. The Contractor shall identify each photograph with project name, location, number, date, time, and orientation.
  3. The Contractor shall submit progress photographs monthly unless specified otherwise. Photographs shall be taken one (1) week prior to submitting.
  4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

## **1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES**

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

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

## **PART 3 - EXECUTION**

### **3.1 REQUIRED SUBMITTALS**

- A. Contractor shall submit the following information for materials and equipment to be provided under this contract as shown on the following page.

<b>SPEC SECTION</b>	<b>TITLE</b>	<b>CATEGORY</b>
011000	Schedule of Values	Shop Drawings
013100	Coordination Drawings	Shop Drawings
013100	Key Personnel Names	Shop Drawings
013100	Access Control Plan	Shop Drawings
013200	Bar Chart	Shop Drawings
031000	Concrete Forming & Accessories	Shop Drawings
031000	Admixtures, Joint Devices, Attachment Accessories	Product Data
032000	Concrete Reinforcing	Shop Drawings
032000	AWS Certification	Certification
032000	Manufacturer's Certificate	Certification
033000	Concrete Mix Design	Product Data
033000	Concrete Mix Design	Certification
033000	Form Coatings, Ties, Accessories, Form System	Product Data
312323	Fill	Test Report
312324	Flowable Fill	Product Data
312500	Erosion Control Plan & SWPPP	Shop Drawings
312500	Erosion Control Plan & SWPPP	Test Report
321500	Aggregates for Base Course	Product Data
321500	Aggregates for Base Course	Certification
329219	Seed	Product Data
333000	Manholes	Shop Drawings
334000	Stormwater Utility Systems	Shop Drawings

- B. Schedule of access must be provided in advance to the designated Department of Corrections point of contact. Variations in schedule must be provided in advance.

**END OF SECTION 013300**

## **SECTION 013513.16 - SITE SECURITY AND HEALTH REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUBMITTALS**

- A. List of required submittals:
  - 1. Materials Safety Data Sheets for all hazardous materials to be brought onsite.
  - 2. Schedule of proposed shutdowns, if applicable.
  - 3. Revise list to include all required submittals.
  - 4. 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.
  - 5. Tuberculin skin test results for all employees required to be tested as set forth below.

### **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. The Contractor shall provide Facility Representatives notice twenty-four (24) hours prior to any possible vehicle entry and/or required escort. The Contractor shall maintain a time log of any delays in gaining entrance to the Facility due to lack of an escort, which is to be submitted monthly with the Contractor's pay request materials. The purpose of this log is to establish a basis for a contract change, if required. The log shall contain the date and time of delay, date

and time of request of entry, workers delayed (name and occupation), and name of the Facility Representative to whom the request was made, if possible. Any delay in entry must be validated by sallyport and pass office personnel at the Facility. Only delays greater than thirty (30) minutes will be considered for a contract change. A 30-minute delay upon arrival with a vehicle to enter the sallyport should be expected.

### **3.2 RULES OF THE FACILITY**

- A. The Contractor and its workers shall observe the following rules:
  - 1. There shall be no fraternization with inmates.
  - 2. No intoxicating beverages or illegal drugs shall be brought onto Facility grounds.
  - 3. No firearms, other weapons, or explosives shall be carried onto Facility grounds.
  - 4. No prescription drugs above one day's dosage shall be carried on Facility grounds.
  - 5. Any vehicle or individual is subject to search at any time while on Facility grounds.
  - 6. The vehicles of the Contractor and its workers shall be locked whenever unattended.
  - 7. All tools and equipment shall be tightly secured during non-working hours in the Contractor's storage trailer or assigned area.
  - 8. The Facility will not be responsible for the Contractor's tools, equipment, or materials. The Contractor shall keep and maintain a current tool inventory. The tool inventory shall be made available to Facility Representatives and the Owner upon request.
  - 9. The Contractor shall report any missing tools to Facility Representatives immediately.
  - 10. Smoking shall be permitted only in accordance with the regulations of the Facility.
  - 11. Possession or use of smokeless tobacco or smokeless non-tobacco alternatives is strictly prohibited.
  
- B. All workers shall be required to sign an acknowledgement of receipt of these rules.

### **3.3 SECURITY CLEARANCES AND RESTRICTIONS**

- A. DOC SECURITY CLEARANCE REQUIREMENTS
  - 1. Prior to the commencement of any onsite work, the Contractor shall submit a list containing the name, date of birth, and Missouri driver's license number or social security number of all construction personnel to the Missouri Department of Corrections for the purpose of obtaining security clearances. The required information shall be submitted at the pre-construction meeting, or as otherwise directed by Department of Corrections' personnel. Any construction personnel with pending warrants or felony convictions within the last five (5) years or other offenses deemed to create a security risk by Department of Corrections shall not be allowed onsite. The Department of Corrections reserves the right to refuse admission to any individual they feel may be detrimental to the security of the Facility.

### **3.4 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. The Contractor's workers shall not be under the influence of any intoxicating substances while on the Facility premises.

### **3.5 TUBERCULOSIS TESTING REQUIREMENTS**

- A. All workers who will be in the confines of the Facility for more than ten (10) consecutive working days must provide proof of a negative tuberculin skin test. The test results must be no more than six (6) months old at the commencement of construction. The Contractor or the worker, not the Owner, shall pay the cost of the test.
- B. The Contractor shall submit to Facility Representatives current tuberculin skin test results for all workers who are required to have such a test in accordance with paragraph A above. If the contract period extends for more than twelve (12) months, the Contractor must provide new test results for all workers prior to the anniversary of the contract commencement date.
- C. Any worker required to have a tuberculin skin test under paragraph A above who fails or refuses to do so will be denied admission to the facility until such time as proof of the test results are provided.

- D. If any worker has a tuberculin skin test with positive results, the worker shall be denied access to the facility until the worker produces a certification from a physician licensed to practice in the State of Missouri that the worker does not have infectious tuberculosis.
- E. The Contractor shall not be entitled to any additional time or compensation if any of its workers are denied access to the facility because of failure to produce negative tuberculin skin test results.
- F. Failure or refusal of the Contractor to maintain and produce the required tuberculin skin test records shall be a material breach of this contract, which shall subject the Contractor to a declaration of default.

### **3.6 PREA FOR CONTRACTORS AND EMPLOYEES**

- A. The contractor and all of the contractor's employees and agents providing services in any Department of Corrections institution must be at least 18 years of age. A Missouri Uniform Law Enforcement System (MULES) check or other background investigation may be required on the contractor, the contractor's employees and agents before they are allowed entry into the institution. The contractor, its employees and agents understand and agree that the Department may complete criminal background records checks annually for the contractor and the contractor's employees and agents that have the potential to have contact with inmates.
- B. The institution shall have the right to deny access into the institution for the contractor and any of the contractor's employees and agents for any reason, at the discretion of the institution.
- C. The contractor, its employees and agents under active federal or state felony or misdemeanor supervision must receive written division director approval prior to providing services pursuant to a Department contract. Similarly, contractors/employees/agents with prior felony convictions and not under active supervision must receive written division director approval in advance.
- D. The contractor, its employees and agents shall at all times observe and comply with all applicable state statutes, Department rules, regulations, guidelines, internal management policies and procedures, and general orders of the Department that are applicable, regarding operations and activities in and about all Department property. Furthermore, the contractor, its employees and agents, shall not obstruct the Department or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. The contractor shall comply with the Department's policies and procedures relating to employee conduct.
  - 1. The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender, or offender on offender, sexual harassment, sexual assault, sexual abuse and consensual sex.
    - a. Any contractor or contractor's employee or agent who witnesses any form of sexual misconduct must immediately report it to the warden of the institution. If a contractor or contractor's employee or agent fails to report or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the contract, or at the Department's sole discretion, require the contractor to remove the employee/agent from providing services under the contract.

- b. Any contractor or contractor's employee or agent who engages in sexual abuse shall be prohibited from entering the institution and shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- E. The contractor, its employees and agents shall not interact with the offenders except as is necessary to perform the requirements of the contract. The contractor, its employees and agents shall not give anything to nor accept anything from the offenders except in the normal performance of the contract.
- F. If any contractor or contractor's employee or agent is denied access into the institution for any reason or is denied approval to provide service to the Department for any reason stated herein, it shall not relieve the contractor of any requirements of the contract. If the contractor is unable to perform the requirements of the contract for any reason, the contractor shall be considered in breach.

### **3.7 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

### **3.8 CELL PHONES AND ELECTRONIC DEVICES**

- A. Cell Phones, pagers, smart watches (that can send/receive messages), fitness wrist bands (that can send/receive messages) or other electronic devices are not permitted.
  - 1. Contractors, repairpersons, or information technology services department staff may be permitted to bring in a cell phone and portable wireless router (Wi-Fi, MiFi, etc.) if approved by the Chief Administrative Officer (CAO) when the phone is necessary to complete job duties relating to repairs on a case by case basis.
  - 2. Tablets (iPad, etc.) are not allowed with the exception of for re-entry purposes approved via the division of adult institutions (DAI) director and the re-entry manager.
  - 3. Laptop computers may be permitted by the CAO on a case by case basis.

### **3.9 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 013513.16**

## **SECTION 014000 – QUALITY REQUIREMENTS**

### **PART 1 – GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Testing and inspection services.
- F. Manufacturers' field services.
- G. Testing by Engineer.

#### **1.2 QUALITY CONTROL**

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

#### **1.3 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### **1.4 REFERENCES**

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

## **1.5 LABELING**

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

## **1.6 TESTING AND INSPECTION SERVICES**

- A. Contractor shall retain Engineer for the following tests and inspections:
  - 1. Field density (soil)
  - 2. Concrete (slump, air, compressive strength, etc).
- B. Contractor/supplier shall be responsible for all shop inspections and certifications including, but not limited to welding.

## **1.7 MANUFACTURER'S FIELD SERVICES**

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer is subject to approval of Engineer.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 013300 - Submittals.

## **1.8 MATERIAL TESTS**

- A. Includes all materials tests or tests specified hereinafter.
- B. Employ approved testing laboratory to show that construction materials comply with specifications.
- C. Contractor shall provide samples of materials required for laboratory tests pay cost of all tests including transportation charges on samples.
- D. Incorporate no materials in work until laboratory tests have been furnished which show materials comply with specifications.
- E. All materials shall be subject to sampling, testing, inspection and rejection at site by Engineer.
- F. Laboratory tests for materials:
  - 1. Structural Steel: Certified copies of mill tests; ASTM A36.
  - 2. Cement: Bin sample for entire replacement, ASTM C150.
  - 3. Concrete Aggregates: One sample of each, ASTM C33.
  - 5. Two concrete compression cylinders from trial batch for each proposed mix, ASTM C39; test one at 7 days, one at 28 days; test random cylinders during construction.
  - 6. Reinforcing Steel: Certify that reinforcing steel conforms to ASTM A615 for grade specified.

## **1.9 TESTING BY ENGINEER**

- A. The following tests will be performed by Engineer on behalf of Owner:
  - 1. None.

## **PART 2 – PRODUCTS – Not Used**

## **PART 3 – EXECUTION**

### **3.1 SCHEDULE OF TESTING**

- A. Coordinate with Engineer to allow the performance of tests, inspections, and other services specified in individual Specification Sections, as required by Engineer, and as shown in the following Schedule:
  - 1. Provide Standard Proctor in accordance with ANSI/ASTM D698 for each type of material requiring density tests.
  - 2. In-place density tests according to requirements of Section 312323 Fill.
  - 3. Section 033000 – Cast-In-Place Concrete according to the requirements of Field Quality Control.

**END OF SECTION 014000**



## **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. Storm sewer
  - 2. Sanitary sewer
- C. Support facilities include, but are not limited to, the following:
  - 1. Dewatering facilities and drains
  - 2. Temporary project identification signs and bulletin boards
  - 3. Waste disposal services
  - 4. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
  - 1. Barricades, warning signs, and lights
  - 2. Environmental protection

#### **1.3 SUBMITTALS**

- A. Not applicable. Contained in other sections.

#### **1.4 QUALITY ASSURANCE**

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

#### **1.5 PROJECT CONDITIONS**

- A. 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.

### **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. 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. Locate units at a location approved by Correctional Center Administration.

## **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 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.
- C. 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.
- D. 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. Storage Facilities: Limited areas for storage of building materials are available onsite. Available storage areas are shown on the drawings. The Contractor shall provide his own security. Specific locations for storage will be discussed at the Pre-Bid Meeting and the Pre-Construction Meeting.
- C. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- D. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
- E. Temporary 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.
- F. 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.

- G. 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. 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.
- B. 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.
- C. 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.

**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 daily, 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. Leave the Project clean and ready for occupancy.
  6. Site shall be restored to condition prior to commencement of construction activities.
- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
  1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner's property.

**END OF SECTION 017400**

## **SECTION 024113 – SELECTIVE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes:
  - 1. Demolishing designated structures.
  - 2. Removing demolished materials.

#### **1.2 SUBMITTALS**

- A. Section 013300 – Submittals: requirements for submittals.
- B. Shop Drawings: Indicate demolition and removal sequence and location of salvageable items; location and construction of barricades, fences, and temporary work.
- C. Design data: Submit calculations for bracing, shoring, and underpinning signed and sealed by professional engineer.

#### **1.3 QUALITY ASSURANCE**

- A. Conform to applicable code for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.
- C. Obtain required permits from authorities having jurisdiction.

#### **1.4 SEQUENCING**

- A. Section 011000 – Summary of Work and Drawings for requirements for sequencing.

#### **1.5 SCHEDULING**

- A. Section 013200 - Schedules: Requirements for scheduling.
- B. Schedule:
  - 1. Perform demolition and removal work so as not to interfere with Owner's operations.
  - 2. Coordinate demolition and removal work so new construction can proceed without undue delay.

#### **1.6 PROJECT CONDITIONS**

- A. Protection
  - 1. Do not close or obstruct streets, walks and other public facilities occupied and used by Owner and public without prior written permission from Owner and other authorities having jurisdiction.
  - 2. Maintain in service and protect from damage existing facilities, utilities, and equipment indicated to remain or adjacent to work areas.



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

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine existing structures indicated to be demolished before demolition.
- B. Determine where removals may result in structural deficiency or unplanned collapse during demolition. Coordinate demolition sequence and procedures to prevent structures from becoming unstable.
- C. Determine where demolition may affect structural integrity or weather resistance of adjacent buildings indicated to remain.
- D. Identify measures required to protect structures from damage.

### **3.2 PREPARATION**

- A. Provide, erect, and maintain temporary barriers and security devices.
- B. Protect existing landscaping materials, appurtenances, structures and utilities which are not to be demolished.
- C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.
- D. Mark location of utilities.

### **3.3 DEMOLITION REQUIREMENTS**

- A. Conduct demolition to minimize interference with adjacent structures and utilities.
- B. Cease operations immediately if adjacent structures appear to be in danger. Notify Engineer. Do not resume operations until directed.
- C. Conduct operations with minimum interference to public or private accesses.
- D. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon or limit access to their property.
- E. Remove existing concrete, steel and masonry to extent indicated on drawings. Provide smooth, straight joint or cut line. Make cuts parallel with walls and/or floors.
- F. Concrete structures to be removed to limits shown on drawings.
- G. Provide temporary shoring and bracing to transfer loads of existing construction to remain from construction being removed.
- H. Remove materials to be salvaged, re-installed or retained in manner to prevent damage. Store and protect.
- I. Do not burn or bury materials on site. Leave site in clean condition.
- J. Do not use blasting method for demolition.
- K. Fill below grade abandoned structures with compacted fill material.

- L. Keep work sprinkled with water to minimize dust. Provide hoses and water connections for this purpose.

### **3.4 ABANDONMENT**

- A. Abandon disconnected utilities and underground piping within influence zone of proposed underground piping and proposed structures.

### **3.5 DISPOSAL**

- A. Separate all non-concrete materials from concrete rubble and stone rubble.
- B. Concrete and brick shall be disposed of as follows:
  - 1. Cut exposed rebar from all concrete rubble.
  - 2. Haul above listed materials to contractor obtained site. Contractor to pay all disposal costs.
  - 3. Legally dispose of materials at a location off site.
- C. All disposals shall be in accordance with Federal, State and local laws, ordinances and rules.

**END OF SECTION 024113**

## **SECTION 031000 - CONCRETE FORMING AND ACCESSORIES**

### **PART 1 – GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Formwork for cast in place concrete; shoring bracing and anchorage; from stripping; form accessories
- B. Related Sections:
  - 1. Division 01 – General Requirements
  - 2. Section 032000 – Concrete Reinforcing.
  - 3. Section 033000 – Cast-In-Place Concrete.

#### **1.2 REFERENCES**

- A. American Concrete Institute:
  - 1. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.
  - 2. ACI 301 - Specifications for Structural Concrete for Buildings.
  - 3. ACI 318 - Building Code Requirements for Structural Concrete.
  - 4. ACI 347 - Guide to Formwork for Concrete.
  - 5. ACI 350 – Code Requirements for Environmental Engineering Concrete Structures
- B. American Forest and Paper Association:
  - 1. AF&PA - National Design Specifications for Wood Construction.
- C. The Engineered Wood Association:
  - 1. APA/EWA PS 1 - Voluntary Product Standard for Construction and Industrial Plywood.
- D. American Society of Mechanical Engineers:
  - 1. ASME A17.1 - Safety Code for Elevators and Escalators.
- E. ASTM International:
  - 1. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types), Current Edition.
  - 2. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials, Current Edition.
- F. West Coast Lumber Inspection Bureau:
  - 1. WCLIB R17 - Standard Grading Rules for West Coast Lumber.

#### **1.3 DESIGN REQUIREMENTS**

- A. Design, erect, support, brace, and maintain formwork so it will safely support vertical and lateral loads applied, until such loads can be supported by the concrete structure.
- B. Carry vertical and lateral loads to ground by formwork system and in-place construction which has attained adequate strength.
- C. Construct formwork so concrete members and structures are of correct size, shape,

alignment, elevation, and position.

- D. Design forms and falsework to include assumed values of live load, dead load, weight of moving equipment operated of formwork, concrete mix, and height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.
- E. Provide shore and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof.
- F. Provide trussed supports when adequate foundations for shores and struts cannot be secured.
- G. Support form facing materials by structural members spaced sufficiently close to prevent objectionable deflection.
- H. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities, and within allowable tolerances.
- I. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads.
- J. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.

#### **1.4 SUBMITTALS**

- A. Section 013300 – Submittals.
- B. Shop Drawings:
  - 1. Submit formwork, shoring, and reshoring shop drawings.
  - 2. Indicate the following:
    - a. Pertinent dimensions, openings, methods of construction, types of connections, materials, joint arrangement and details, ties and shores, location of framing, studding and bracing, and temporary supports.
    - b. Means of leakage prevention for concrete exposed to view in finished construction.
    - c. Sequence and timing of erection and stripping assumed compressive strength at time of stripping, height of lift and height of drop during placement.
    - d. Vertical, horizontal and special loads in accordance with ACI 347, Section 2.2 and camber diagrams, when applicable.
    - e. Notes to formwork erector showing size and location of conduits and piping embedded in concrete in accordance with ACI 318, Section 6.3.
    - f. Procedure and schedule for removal of shores and installation and removal of reshores.
- C. Within 30-calendar days after Award of the Contract, submit manufacturer's data and installation instruction for proprietary materials including form coatings, ties and accessories, and manufacturer's form system (if used).
- D. Product Data: Submit data on void form materials and installation requirements.

## **1.5 QUALITY ASSURANCE**

- A. Perform Work in accordance with ACI 318.
- B. For wood products furnished for work of this Section, comply with AF&PA.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver void forms and installation instructions in manufacturer's packaging.
- B. Store off ground in ventilated and protected manner to prevent deterioration from moisture.

## **1.7 COORDINATION**

- A. Section 013100 - Coordination
- B. Coordinate this Section with other sections of work, requiring attachment of components to formwork.
- C. If formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement, request instructions from Engineer before proceeding.

## **PART 2 – PRODUCTS**

### **2.1 WOOD FORM MATERIALS**

- A. Plywood: Douglas Fir species; exterior grade; sound undamaged sheets with clean, true edges.
- B. Lumber forms:
  - 1. Application: Use for edge forms and unexposed finish concrete.
  - 2. Boards: 6-inches or 8-inches in width, ship lapped or tongue and groove, “Standard” Grade Douglas Fir, conforming to WCLIB Standard Grading Rules for West Coast Lumber. Surface boards on four sides.

### **2.2 PRE-FABRICATED FORMS**

- A. Preformed steel forms: Minimum 16 gage matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
- B. Glass fiber fabric reinforced plastic forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.
- C. Pan Type: Steel or Glass fiber of size and profile required.
- D. Tubular column type: Round, spirally wound laminated fiber, wood or glass fiber material, surface treated with release agent, non-reusable.
- E. Steel forms: Sheet steel, suitably reinforced, and designed for particular use indicated on Drawings.

- F. Form liners: Smooth, durable, grain less and non-staining hardboard, unless otherwise indicated on Drawings.
- G. Framing, studding and bracing: Stud or No. 3 structural light framing grade.

## 2.3 FORMWORK ACCESSORIES

- A. Form ties: Removable or Snap-off type, steel, adjustable length, cone type, with waterproofing washer, free of defects capable of leaving holes larger than 1 inch in concrete surface.
  - 1. For locations exposed to sewage or fluids: Use snap type plastic cone with water seal. Minimum 1-1/2-inch break back and maximum 1-inch cone diameter.
  - 2. Do not use wire ties where surface on either side will be exposed to moisture or chemical attack.
- B. Spreaders: Standard, non-corrosive metal form clamp assembly, of type acting as spreaders and leaving no metal within 1-inch of concrete face. Wire ties, wood spreaders or through bolts are not permitted.
- C. Form anchors and hangers:
  - 1. Do not use anchors and hangers exposed concrete leaving exposed metal at concrete surface.
  - 2. Symmetrically arrange hangers supporting forms from structural steel members to minimize twisting or rotation of member.
  - 3. Penetration of structural steel members is not permitted.
- D. Form release agent: Colorless mineral oil that will not stain concrete, absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- E. Corners: Chamfer, rigid plastic or wood strip, 3/4-inch by 3/4-inch or as shown on drawings.
- F. Vapor retarder: Where indicated on Drawings, 8 mil thick polyethylene sheet.
- G. Bituminous joint filler: ASTM D1751.
- H. Nails, spikes, lag bolts, through bolts, anchorages: Size, strength and character to maintain formwork in place while placing concrete.

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Section 013100 - Coordination.
- B. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.
- C. When formwork is placed after reinforcement resulting in insufficient concrete cover over reinforcement before proceeding, request instructions from Engineer.

## 3.2 INSTALLATION

- A. Earth forms:
  - 1. Earth forms are not permitted.
  
- B. Formwork - General:
  - 1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
  - 2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
  - 3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
  - 4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
  - 5. Complete wedging and bracing before placing concrete.
  
- C. Forms for smooth finish concrete:
  - 1. Use steel, plywood or lined board forms.
  - 2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
  - 3. Install form lining with close-fitting square joints between separate sheets without springing into place.
  - 4. Use full size sheets of form lines and plywood wherever possible.
  - 5. Tape joints to prevent protrusions in concrete.
  - 6. Use care in forming and stripping wood forms to protect corners and edges.
  - 7. Level and continue horizontal joints.
  - 8. Keep wood forms wet until stripped.
  
- D. Architectural form liners:
  - 1. Erect architectural side of formwork first.
  - 2. Attach form liner to forms before installing form ties.
  - 3. Install form liner squares, with joints and pattern aligned.
  - 4. Seal form liner joints to prevent grout leaks.
  - 5. Dress joints and edges to match form liner pattern and texture.
  
- E. Forms for surfaces to receive membrane waterproofing: Use plywood or steel forms. After erection of forms, tape form joints to prevent protrusions in concrete.
  
- F. Framing, studding and bracing:
  - 1. Space studs at 16-inches on center maximum for boards and 12-inches on center maximum for plywood.
  - 2. Size framing, bracing, centering, and supporting members with sufficient strength to maintain shape and position under imposed loads from construction operations.
  - 3. Construct beam soffits of material minimum of 2-inches thick.
  - 4. Distribute bracing loads over base area on which bracing is erected.
  - 5. When placed on ground, protect against undermining, settlement or accidental impact.
  
- G. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301.

- H. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
- I. Obtain Engineer's approval before framing openings in structural members not indicated on Drawings.
- J. Install chamfer strips on external corners of beams, joists, and columns.
- K. Install void forms in accordance with manufacturer's recommendations.
- L. Do not reuse wood formwork. Do not patch formwork.
- M. Forms for exposed concrete:
  1. Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Do not splinter forms by driving ties through improperly prepared holes.
  2. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or girts to maintain true, square intersections.
  3. Use extra studs, walers, and bracing to prevent objectionable bowing of forms strips of form material that will produce bow.
  4. Assemble forms so they may be readily removed without damage to exposed concrete surfaces.
- N. Corner treatment: Unless shown otherwise, form chambers with 3/4-inch by 3/4-inch strips, accurately formed and surfaced to produce uniformly straight lines and tight edge joints on exposed concrete. Extend terminal edges to required limit and miter chamfer strips at changes in direction.
- O. Control joints: Locate as directed by Engineer or as indicated on the Drawings.

### **3.3 APPLICATION – FORM RELEASE AGENT**

- A. Apply form release agent on formwork in accordance with manufacturer's recommendations.
- B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
- C. Do not apply form release agent where concrete surfaces are indicated to receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.
- D. Reuse and coating of forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

### **3.4 INSTALLATION – INSERTS, EMBEDDED PARTS, AND OPENINGS**

- A. Install formed openings for items to be embedded in or passing through concrete work.
- B. Locate and set in place items required to be cast directly into concrete.
- C. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.



- D. Install accessories straight, level, and plumb. Ensure items are not disturbed during concrete placement.
- E. Install water stops continuous without displacing reinforcement. Heat seal joints watertight.
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.
- G. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.
- H. Form ties:
  - 1. Use sufficient strength and sufficient quantity to prevent spreading of forms.
  - 2. Place ties at least 1-inch away from finished surface of concrete.
  - 3. Leave inner rods in concrete when forms are stripped.
  - 4. Space form ties equidistant, symmetrical and aligned vertically and horizontally unless otherwise shown on Drawings.
- I. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.
- J. Construction joints:
  - 1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.
  - 2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
  - 3. Show no overlapping of construction joints. Construct joints to present same appearance as butted plywood joints.
  - 4. Arrange joints in continuous line straight, true and sharp.
- K. Embedded Items:
  - 1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, water stops, and other features.
  - 2. Do not embed wood or uncoated aluminum in concrete.
  - 3. Obtain installation and setting information for embedded items furnished under other Specification sections.
  - 4. Securely anchor embedded items in correct location and alignment prior to placing concrete.
  - 5. Verify conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 for size and location limitations.
- L. Openings for items passing through concrete:
  - 1. Frame openings in concrete where indicated on Drawings. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
  - 2. Coordinate work to avoid cutting and patching of concrete after placement.
  - 3. Perform cutting and repairing of concrete required as result of failure to provide required openings.
- M. Screeds:
  - 1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.

2. Slope slabs to drain where required or as shown on Drawings.
  3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.
- N. Screed supports:
1. For concrete over waterproof membranes and vapor retarder membranes, use cradle, pad or base type screed supports which will not puncture membrane.
  2. Staking through membrane is not permitted.
- O. Cleanouts and access panels:
1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris and waste material.
  2. Clean forms and surfaces against which concrete is to be placed. Remove chips, saw dust and other debris. Thoroughly blow out forms with compressed air just before concrete is placed.

### **3.5 FORM CLEANING**

- A. Clean forms as erection proceeds, to remove foreign matter within forms.
- B. Clean formed cavities of debris prior to placing concrete.
- C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
- D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

### **3.6 FORM REMOVAL**

- A. Formwork not supporting the weight of concrete and construction live loads, such as sides of beams, walls, columns, and similar parts of the work, shall remain in place until concrete has reached 75 percent of its specified 28-day strength.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements may not be removed until concrete has attained design minimum 28-day compressive strength. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of the concrete location or members, as specified in other sections.
- C. Form-facing material may be removed four days after placement, only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.
- D. Clean and repair surfaces of forms to be reused in the work. Split, frayed, delaminated or otherwise damaged form-facing material will not be acceptable. Apply new form-coating compound material to concrete contact surfaces as specified for new formwork. When forms are reused for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets.

### **3.7 ERECTION TOLERANCES**

- A. Construct formwork to maintain tolerances required by ACI 301.

### **3.8 FIELD QUALITY CONTROL**

- A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
- B. Notify Engineer after placement of reinforcing steel in forms, but prior to placing concrete.
- C. Schedule concrete placement to permit formwork inspection before placing concrete.

**END OF SECTION 031000**

## SECTION 032000 – CONCRETE REINFORCING

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Reinforcing bars.
  - 2. Welded wire fabric.
  - 3. Reinforcement accessories.
- B. Related Sections:
  - 1. Division 01 – General Requirements
  - 2. Section 031000 - Concrete Forming and Accessories.
  - 3. Section 033000 - Cast-In-Place Concrete.

#### 1.2 REFERENCES

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete for Buildings.
  - 2. ACI 318 - Building Code Requirements for Structural Concrete.
  - 3. ACI 530.1 - Specifications for Masonry Structures.
  - 4. ACI SP-66 - ACI Detailing Manual.
- B. ASTM International:
  - 1. ASTM A82/A82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
  - 2. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
  - 3. A185/A185M-07 Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
  - 4. ASTM A496/A496M - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
  - 5. ASTM A1064 / A1064M - 18a Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
  - 6. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
  - 7. ASTM A704/A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement, Current Edition.
  - 8. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement, Current Edition.
  - 9. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement, Current Edition.
  - 10. ASTM A775/A775M- Standard Specification for Epoxy-Coated Steel Reinforcing Bars , Current Edition.
  - 11. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement, Current Edition.
  - 12. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars, Current Edition.

- 13. ASTM A996/A996M - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement, Current Edition.
- C. American Welding Society:
  - 1. AWS D1.4 - Structural Welding Code - Reinforcing Steel.
- D. Concrete Reinforcing Steel Institute:
  - 1. CRSI - Manual of Standard Practice.
  - 2. CRSI - Placing Reinforcing Bars.

### **1.3 SUBMITTALS**

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate bar sizes, spacings, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules, and supporting and spacing devices.
- C. Certificates: Submit AWS qualification certificate for welders employed on the Work.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

### **1.4 QUALITY ASSURANCE**

- A. Perform Work in accordance with ACI 318.
- B. Prepare shop drawings in accordance with ACI SP-66.

### **1.5 QUALIFICATIONS**

- A. Welders: AWS qualified within previous 12 months.

### **1.6 COORDINATION**

- A. Section 013100 – Coordination.
- B. Coordinate with placement of formwork, formed openings and other Work.

## **PART 2 – PRODUCTS**

### **2.1 REINFORCEMENT**

- A. Reinforcing steel: ASTM A615 60 ksi yield grade, deformed billet bars.

### **2.2 ACCESSORY MATERIALS**

- A. Tie wire: Minimum 16 gage annealed iron wire.
- B. Chairs, bolsters, bar supports, spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.

- C. Special chairs, bolsters, bar supports, spacers adjacent to weather exposed concrete surfaces: Stainless steel type; size and shape to meet Project specifications.

## **2.3 FABRICATION**

- A. Fabricate concrete reinforcement in accordance with ACI 318.
- B. Form standard hooks for 180 degree bends, 90 degree bend, stirrup and tie hooks, and seismic hooks as indicated on Drawings.
- C. Form reinforcement bends with minimum diameters in accordance with ACI 318.
- D. Fabricate column reinforcement with offset bends at reinforcement splices.
- E. Form ties and stirrups from the following:
  - 1. For bars No. 10 and Smaller: No. 3 deformed bars.
  - 2. For bars No. 11 and Larger: No. 4 deformed bars.
- F. Under no circumstances will welding of any reinforcing be allowed.
- G. Locate reinforcement splices not indicated on Drawings, at point of minimum stress.
- H. Hooks: Conform to requirements of Paragraph 7.1, ACI 318-77.
- I. Where column bars are offset or dowels used for column splices, provide ½-inch clearance between bars or dowels and vertical bars of next lift.
- J. Locate reinforcing splices not indicated on Drawings at point of minimum stress. Review location of splices with Engineer.
- K. Lap splices on #14 and larger bar or dowels are not permitted.

## **PART 3 – EXECUTION**

### **3.1 PLACEMENT**

- A. Place, support and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance:
  - 1. Do not weld crossing bars for assembly unless permitted by Engineer.
- B. Do not displace or damage vapor retarder.
- C. Accommodate placement of formed openings.
- D. Space reinforcement bars with minimum clear spacing in accordance with ACI 318:
  - 1. Where bars are indicated in multiple layers, place upper bars directly above lower bars.
- E. Maintain concrete cover around reinforcement in accordance with ACI 318, as indicated on the drawings or as follows:

Reinforcement Location		Minimum Concrete Cover
Footings and Concrete Formed Against Earth		3-inches
Concrete exposed to earth or weather	No. 6 bars and larger	2-inches
	No. 5 bars and smaller	1-1/2-inches
Supported Slabs, Walls, and Joists	No. 14 bars and larger	1-1/2-inches
	No. 11 bars and smaller	3/4-inches
Beams and Columns		1-1/2-inches
Shell and Folded Plate Members	No. 6 bars and larger	3/4-inches
	No. 5 bars and smaller	1/2-inches

- F. Bars:
1. Reinforce footings as shown on Drawings. Where reinforcing is not shown, minimum reinforcing shall be as follows for each wall thickness:
    - 6" wall - #4@18-inches, one layer
    - 8" wall - #4@18-inches, one layer
    - 10" wall - #4@18-inches, each face
    - 12" wall - #5@18-inches, each face
    - 24" wall - #7@16-inches, each face
    - 30" wall - #7@12-inches, each face
  2. Reinforce top of stem wall under door and other openings with two #5 bars, minimum; 4-feet longer than opening.
  3. Reinforce curbs as shown on Drawings. Where reinforcing is not shown, place one #5 bar top and bottom.
  4. At wall or floor openings, if reinforcing is not shown, include two #5 bars, each face, on all sides, 4-feet longer than opening dimension. Also add two #5 bars, each face, diagonally at each corner.
- G. Lap splices shall be in accordance with Chapter 12 of ACI 318-89. All reinforcing shall be lap spliced or doweled as shown on Drawings.
- H. Reinforcing embedded lengths shall be in accordance with ACI.
- I. Drilled dowel placement and depth shall be as indicated on the Drawings. Engineer of Record must be contacted for drilled dowel placement and depth if not shown on the drawings.
- J. Other:
1. Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
  2. Position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.

3. Place reinforcement to obtain the minimum coverage for concrete protection. Arrange, space, and securely tie bars and bar supports together with 16-gauge wire to hold reinforcement accurately in position during concrete placement operations. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.
4. Bars are to be tied at all intersections except where spacing is less than 1-foot in each direction, in which case alternate intersections are to be tied.
5. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least 1 full mesh.
6. Provide sufficient numbers of supports and of strengths to carry reinforcement. Do not place reinforcing bars more than 2-inches beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
7. Splices: Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wrapped tie wire around bars.

### 3.2 ERECTION TOLERANCES

- A. Install reinforcement within the following tolerances for flexural members, walls, and compression members:

<b>Reinforcement Depth</b>	<b>Depth Tolerance</b>	<b>Concrete Cover Tolerance</b>
Greater than 8 inches	plus or minus 3/8-inch	minus 3/8-inch
Less than 8 inches	plus or minus 1/2-inch	minus 1/2-inch

- B. Install reinforcement within the tolerances specified in ACI 530.1 for foundation walls.

**END OF SECTION 032000**



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

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Section includes cast-in-place concrete for the following:
  - 1. Exterior concrete work.
- B. Related Sections:
  - 1. Division 01 – General Requirements
  - 2. Section 031000 - Concrete Forming and Accessories.
  - 3. Section 032000 - Concrete Reinforcing.
  - 4. Section 033500 - Concrete Finishing.
- C. Control, expansion, and contraction joint devices associated with concrete work including joint sealants.
- D. Work shall not be performed directly upon newly constructed concrete floor slabs:
  - 1. All newly poured and cured floor slabs shall be covered with heavy cloth or canvas or plastic coated tarpaulins for the duration of the construction period.
  - 2. Remove for periodic cleaning and replace before continuing construction Work.
  - 3. Remove and dispose of just prior to final inspection.
  - 4. No vehicles of any type shall be operated directly upon newly poured and cured floor slabs.
  - 5. No materials placed upon or stored directly on newly poured and cured floor slabs.
- E. Utilize all efforts necessary to protect surface of newly poured floor systems during the remainder of the construction period.

#### **1.2 REFERENCES**

- A. American Concrete Institute:
  - 1. ACI 211.1 – Recommended Practices for Selecting Proportions for Normal and Heavyweight Concrete, Current Edition.
  - 2. ACI 301 - Specifications for Structural Concrete for Buildings.
  - 3. ACI 302.1R – Guide for Concrete Floor and Slab Construction, Current Edition.
  - 4. ACI 304 – Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete, Current Edition.
  - 5. ACI 305 - Hot Weather Concreting.
  - 6. ACI 306.1 - Standard Specification for Cold Weather Concreting.
  - 7. ACI 308.1 - Standard Specification for Curing Concrete.
  - 8. ACI 318 - Building Code Requirements for Structural Concrete.
  - 9. ACI 350 – Environmental Engineering Concrete Structures.
- B. ASTM International:
  - 1. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
  - 2. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
  - 3. ASTM C33 - Standard Specification for Concrete Aggregates.
  - 4. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

5. ASTM C42/C42M - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
6. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
7. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
8. ASTM C150 - Standard Specification for Portland Cement.
9. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
10. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
11. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
12. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
13. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
14. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
15. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
16. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
17. ASTM C685/C685M - Standard Specification for Concrete Made By Volumetric Batching and Continuous Mixing.
18. ASTM C845 - Standard Specification for Expansive Hydraulic Cement.
19. ASTM C989 - Standard Specification for Slag Cement for Use in Concrete and Mortars.
20. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
21. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
22. ASTM C1107/C1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
23. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete.
24. ASTM C1157 - Standard Performance Specification for Hydraulic Cement.
25. ASTM C1218/C1218M - Standard Test Method for Water-Soluble Chloride in Mortar and Concrete.
26. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.
27. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
28. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
29. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
30. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
31. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
32. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
33. ASTM E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill under Concrete Slabs.

34. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

### **1.3 SUBMITTALS**

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on joint devices, attachment accessories, and admixtures.
- C. Concrete mix design:
  1. Submit separate mix designs when admixtures are required for the following:
    - a. Hot and cold weather concrete work.
    - b. Air entrained concrete work.
  2. Identify mix ingredients and proportions, including admixtures.
- D. Manufacturer's installation instructions: Submit installation procedures and interface required with adjacent Work

### **1.4 CLOSEOUT SUBMITTALS**

- A. Not required.

### **1.5 QUALITY ASSURANCE**

- A. Perform Work in accordance with ACI 318.
- B. Conform to ACI 305 when concreting during hot weather.
- C. Conform to ACI 306.1 when concreting during cold weather.
- D. Acquire cement and aggregate from one source for Work.

### **1.6 ENVIRONMENTAL REQUIREMENTS**

- A. Maintain concrete temperature after installation at minimum 50 degrees F for minimum 7- days.

### **1.7 COORDINATION**

- A. Section 013100 – Coordination.
- B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.
- C. Coordinate Work building concrete tankage for water processes with ACI-350, Code Requirements for Environmental Engineering Structures.

## **PART 2 – PRODUCTS**

### **2.1 CONCRETE MATERIALS**

- A. Cement: ASTM C150, Type I - Normal except as otherwise noted on Drawings or approved by Engineer. Type III and Type V Cement may be used as specified.
- B. Fine aggregate:
  - 1. Meet requirements of ASTM C33-71a, except where more rigid requirements are included.
  - 2. Gradation within requirements of ASTM C33, Sections 4, 5, 6 and 7. Sieve analysis of aggregate must accompany mix design when submitted to Engineer for review.
  - 3. Natural sand:
    - a. Clean, hard, strong, durable, uncoated grains.
    - b. Coal and lignite: 0.25 percent maximum.
    - c. Prove acceptability of aggregate by laboratory test conducted and certified by laboratory acceptable to Engineer on sample taken in accordance with ASTM C75.
- C. Course aggregate:
  - 1. Meet requirements of ASTM C33-71a, Sections 8, 9 and 10, except where more rigid requirements are included.
  - 2. Clean, hard, strong, durable, uncoated grains.
  - 3. Gradation within requirements of ASTM C33, Table II:  
#57, 1" to No. 4; for footings and plain concrete.  
#57, 1" to No. 4; for slabs on grade and reinforced walls.  
#57, 1" to No. 4; for slabs, beams, fillet and fill concrete.
  - 4. Limitation of deleterious substances:
    - a. Clay lumps and friable particles: Maximum 1.0 percent.
    - b. Soft particles: Maximum 2.0 percent.
    - c. Coal and Lignite: Maximum 0.25 percent.
- D. Water: ACI 318; potable, without deleterious amounts of oil, acid, alkali, chlorides and sulfates, other common salts, organic matter or other deleterious substances.

## **2.2 ADMIXTURES**

- A. Air entrainment: ASTM C260.
  - 1. All concrete exposed to weather and freeze-thaw cycles shall be air-entrained, unless otherwise specified.
- B. Fly Ash: ASTM C618 Class C.
  - 1. A singular source of fly ash shall be used for all work.
- C. Plasticizing: ASTM C1017/C1017M Type I, plasticizing.

## **2.3 ACCESSORIES**

- A. Bonding agent: Two component modified epoxy resin.
- B. Expansion Joints:
  - 1. Expansion joint filler shall be flexible, lightweight, non-staining, polyethylene, and closed cell. It shall be a chemical-resistant, ultraviolet stable, non-absorbent, low density, compressible foam and have the following requirements.
    - a. Density, ASTM D1751: 2.0 lbs/cu.ft. (32.04 kg/cu. m)
    - b. Compression, ASTM D3575

- i. 10% Deflection: 10 psi (69 KPa) maximum.
- ii. 80% Deflection: 125 psi (862.49 KPa) max.
- c. Tensile Strength, ASTM D3575: 55 psi (379.50 KPa)
- d. Water Absorption, ASTM D3575: 0.5% vol. maximum.
- e. Temperature Stability: -40°C to 71°C (-40°F to 160°F).

**2.4 CONCRETE MIX**

- A. Select proportions for normal weight concrete in accordance with ACI 301 Method 1.
- B. Provide concrete to the following criteria for construction of exterior concrete stairs:

Material and Property	Measurement
Compressive Strength (7-day)	4,000-psi
Compressive Strength (28-day)	5,000-psi
Cement Type	ASTM C150
Aggregate Type	Normal weight
Water-Cement Ratio (maximum)	0.45 by weight
Air Content	6.0 percent plus or minus 1.0 percent
Slump	3-inches plus or minus 1-inch

- C. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Engineer.
  - 1. Use accelerating admixtures in cold weather. Use of admixtures will not relax cold weather placement requirements.
  - 2. Do not use calcium chloride nor admixtures containing calcium chloride.
  - 3. Use set retarding admixtures during hot weather, only with Engineer’s authorization.
  - 4. Add air entrainment admixture to concrete mix for work exposed to freezing and thawing or deicing chemicals.
  - 5. For concrete exposed to deicing chemicals, limit fly ash, pozzolans, silica fume, and slag.
- D. Average compressive strength reduction: Not permitted
- E. Ready mixed concrete: Mix and deliver concrete in accordance with ASTM C94/C94M.
- F. Site mixed concrete: Mix concrete in accordance with ACI 318.

**PART 3 – EXECUTION**

**3.1 EXAMINATION**

- A. Section 013100 – Coordination.
- B. Verify requirements for concrete cover over reinforcement.
- C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

### 3.2 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.
- B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout or epoxy in accordance with Drawings or manufacturer's recommendations.
- C. Remove debris and ice from formwork, reinforcement, and concrete substrates.
- D. Remove water from areas receiving concrete before concrete is placed.
  - 1. Bottom of excavations shall be undisturbed earth free of frost or debris, level and compacted.
  - 2. Do not place any concrete until the Engineer has inspected and authorization forms and soil conditions, and until reinforcing, sleeves, and embedded items have been placed.
  - 3. Clean all dirt and debris from transporting equipment.
  - 4. Clean reinforcement of all foreign matter.
  - 5. Clean forms and oil or wet (except in freezing conditions) surfaces.
- E. Transport concrete to prevent separation of materials in accordance with ACI practices:
  - 1. Do not add water to concrete during transporting.
  - 2. Handle from mixer to point of placement with carts, buggies, or conveyors.
  - 3. Do not dump concrete from mixer or from transporting equipment with a free fall of more than 3-feet.
  - 4. Deposit concrete as nearly to its final position as possible.
  - 5. Clean transporting equipment at frequent intervals during placement.
  - 6. Do not use partially hardened or contaminated concrete.

### 3.3 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301.
- B. Notify testing laboratory, Owner and Engineer minimum 48-hours prior to commencement of operations.
- C. Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, and accessories are not disturbed during concrete placement.
- D. Separate slabs on grade from vertical surfaces with 1/2 inch thick joint filler.
- E. Extend joint filler from bottom of slab to within 1/2 inch of finished slab surface.
- F. Install joint device anchors. Maintain correct position to allow joint cover to be flush with floor and wall finish.
- G. Install joint covers in longest practical length, when adjacent construction activity is complete.
- H. Deposit concrete at final position. Prevent segregation of mix. Deposit concrete continuously or in layers of such thickness so no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a

section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.

- I. Place concrete in continuous operation for each panel or section determined by predetermined joints.
- J. Consolidate concrete.
- K. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- L. Place concrete continuously between predetermined expansion, control, and construction joints.
- M. Do not interrupt successive placement; do not permit cold joints to occur.
- N. Saw cut joints within 24-hours after placing. Use 3/16-inch thick blade, cut into 1/4 depth of slab thickness.
- O. Placing concrete forms:
  - 1. Deposit concrete in forms in horizontal layers not deeper than 24-inches and in a manner to avoid inclined construction joints.
  - 2. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
  - 3. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
  - 4. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6-inches into preceding layer. Do not insert vibrators into lower layers of concrete which have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- P. Cold weather placing:
  - 1. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306, "Cold Weather Concreting", and as herein specified.
  - 2. When air temperature has fallen to or is expected to fall below 40°F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 40°F and not more than 80°F at point of placement, and maintain minimum temperature over the entire work for no less than 72 hours.
  - 3. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  - 4. Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical acceleration unless otherwise accepted in mix designs.
- Q. Hot weather placing:
  - 1. When hot weather conditions exist which could seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 "Hot Weather Concreting" and as herein specified.

2. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F. Mixing water may be chilled or chopped ice may be used to control temperature provided water equivalent of ice is calculated in total amount of mixing water.
  3. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
  4. Wet forms thoroughly before placing concrete.
  5. Use water-reducing retarding admixture (Type A) when required by high temperatures, low humidity, or other adverse placing conditions.
- R. Construction joints: Contractor to submit placement and type of construction joints to Engineer for review prior to placement of any concrete on the project.
- S. Expansion joints:
1. Install expansion joint filler where interior slabs abut exterior walls, interior bearing walls and columns, at perimeter of concrete equipment pads, and other necessary locations as determined by Engineer.
  2. Omit expansion joint filler and install 15-pound felt, centered below doors, to break bond at exterior doors with concrete platforms, unless otherwise shown on the Drawings.

### **3.4 CONCRETE FINISHING**

- A. Finish concrete surfaces to requirements of Section 033500.

### **3.5 CURING AND PROTECTION**

- A. Cure and protect concrete surfaces to requirements of Section 033500.

### **3.6 FIELD QUALITY CONTROL**

- A. Perform field testing in accordance with these Documents.
- B. Provide free access to Work and cooperate with appointed firm performing testing.
- C. Concrete inspections:
1. Continuous placement inspection: Inspect for proper installation procedures.
  2. Periodic curing inspection: Inspect for specified curing temperature and procedures.
- D. Slump tests:
1. Make test in accordance with ASTM C143 on sample taken in accordance with ASTM C172.
  2. Tests required:
    - a. First load each day.
    - b. Every 50-cy or fraction thereof.
    - c. Whenever other tests are being made.
    - d. After any change in mix.
    - e. When directed by Engineer.
- E. Temperature tests:



1. Required whenever outside temperature is within 10°F of limiting temperature.
  2. Make tests at same time slump tests are taken.
  3. Use armored thermometer accurate to plus or minus 2°F.
  4. Place thermometer in freshly discharged concrete and leave it in place until reading becomes stable.
- F. Air content tests:
1. By pressure method ASTM C231 or volumetric method ASTM C173 on samples taken in accordance with ASTM C172.
  2. Test first load of air entrained concrete and spot check by additional test on each day when air entrained concrete is placed.
- G. Unit weight of concrete – in pounds per cubic foot.
- H. Compression tests:
1. Prepare cylinders in accordance with ASTM C31.
  2. Set of 3 cylinders required for every run of 50-cy or fraction thereof.
  3. Cure cylinders under laboratory conditions and test by procedure in ASTM C39.
  4. Prepare additional cylinders and cure under job conditions if air temperature is likely to fall below 40°F.
  5. Break cylinders at 7 and 28-days, or as directed by Engineer.
  6. If over 1 in 10 tests of laboratory specimens fall below specified design compressive strength, check design of mix and make necessary corrections before additional concrete is placed.
  7. When test specimens break below strength specified, Contractor may be required to test concrete affected by procedure in ASTM C42 core tests or load test portion of structure affected.
  8. Remove concrete not in accordance with specifications and replace without cost to Owner.
- I. Record results of all tests immediately in Log of Tests which must be maintained at job site. Log must contain following information:
1. Date and time tests are made.
  2. Test results, if immediately available.
  3. Exact location where tested concrete was placed in structure.
  4. Weather conditions, including air temperature at time tests were made.
  5. Plant and number of mixer truck which delivered concrete.
  6. Name of person who made test.
  7. Mix design number.

### **3.7 PATCHING**

- A. Allow Engineer to inspect concrete surfaces immediately upon removal of forms. Repair defects in accordance with Chapter 9 of ACI 301 and with ACI 309.2R.
- B. Tie holes:
1. After being thoroughly cleaned and dampened, tie holes shall be grouted solid with a nonmetallic, non-shrinking grout.
  2. Tie holes shall be filled from the large end of the cone-shaped hole and packed solid by rodding.
  3. Rubber plugs shall be placed deep in the wall prior to filling with grout.
  4. Holes shall be grouted on both sides of the walls.
  5. Grout material shall fill the entire tie hole filling process shall be reviewed with

and authorized by the Engineer prior to starting the Work.

- C. Patching minor defects:
  - 1. Surfaces to be patched or repaired after removal of forms shall be by methods reviewed by the Engineer.
  - 2. Plastering over the defects is not allowed.
  - 3. Patching shall be performed as soon as the forms are removed and before any curing compound is applied.
  - 4. Non-shrink, non-staining grout should be used. Provide well-bonded patch to adjacent concrete.
  - 5. Patch imperfections in accordance with ACI 301.
- D. Honeycombing:
  - 1. Excessive honeycomb or embedded debris in concrete is not acceptable.
  - 2. Honeycombing may be a result of improper concrete placement or inadequate vibration.
  - 3. Patching of honeycombing areas may be permissible, depending on the extent and depth of defective concrete and its location.
  - 4. If patching is allowed, all unsound material shall be chipped out back to sound, solid concrete.
  - 5. Patch per Paragraph C above.
  - 6. If patching is not allowed, concrete shall be removed and replaced.

### **3.8 JOINT FILLERS**

- A. Joint cleaning, priming and sealing to be in accordance with sealing manufacturer's recommendations. All joints to be sealed continuously full height in accordance with all product recommendations, under specified environmental conditions.

### **3.9 PROTECTION OF CONCRETE CONSTRUCTION**

- A. All surfaces shall be protected against injury. During the first 72-hours after placing the concrete, any wheeling, working or walking on the concrete shall not be permitted. This does not alter the requirements for proper curing.
- B. Work shall not be performed directly upon newly constructed concrete floor slabs:
  - 1. All newly poured and cured floor slabs shall be covered with heavy cloth or canvas or plastic coated tarpaulins for the duration of the construction period.
  - 2. Remove for periodic cleaning, and replace before continuing construction Work.
  - 3. Remove and dispose of just prior to final inspection.
  - 4. No vehicles of any type shall be operated directly upon newly poured and cured floor slabs.
  - 5. No materials placed upon or stored directly on newly poured and cured floor slabs.
- C. Utilize all efforts necessary to protect surface of newly poured floor systems during the remainder of the construction period.
- D. Do not place concrete slabs or top surfaces of walls during rain unless acceptable protective shelter is provided; and during such weather, all concrete placed within the preceding 12-hours shall be protected with waterproof canvas or other suitable coverings. These shall be provided and kept ready at hand.

- E. All concrete construction shall be protected from excessive loading. Installation of mechanical and electrical equipment shall be accomplished by employing shores, bearing plates, frames, cranes and temporary beams.

### **3.10 DEFECTIVE CONCRETE**

- A. Defective concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- B. Repair or replacement of defective concrete will be determined by Engineer.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

**END OF SECTION 033000**

## **SECTION 033500 – CONCRETE FINISHING**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Finishing Concrete.
- B. Related Sections:
  - 1. Division 01 – General Requirements
  - 2. Section 031000 – Concrete Forming and Accessories
  - 3. Section 033000 - Cast-In-Place Concrete

#### **1.2 REFERENCES**

- A. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
  - 2. ACI 302.1 - Guide for Concrete Floor and Slab Construction.
- B. ASTM International:
  - 1. ASTM E1155 - Standard Test Method for Determining Floor Flatness and of Levelness Using the F-number System.

#### **1.3 SUBMITTALS**

- A. Section 013300 - Submittals.
- B. Product Data: Submit data on concrete hardener, sealer, curing compounds curing papers, and slip resistant treatment, compatibilities, and limitations.

#### **1.4 QUALIFICATIONS**

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three (3) years documented experience.
- B. Finisher: Company specializing in performing work of this section with minimum three (3) year documented experience.

#### **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's packaging including application instructions.

#### **1.6 COORDINATION**

- A. Section 013100 - Coordination.
- B. Coordinate the Work with concrete placement and concrete curing.

### **PART 2 – PRODUCTS**

#### **2.1 CURING COMPOUNDS**

- A. Exterior applications: “Kure-N-Harden” water-soluble, inorganic, silicate-based curing, hardening, sealing and dustproofing compound:
  - 1. Clear color.
  - 2. Apply at rate of 150 to 200-square feet per gallon.
  - 3. Prepare surface and apply per manufacturer’s recommendations.
  - 4. BASF, SIKA, Sonneborn; or equivalent.

## **PART 3 – EXECUTION**

### **3.1 EXAMINATION**

- A. Section 013100 - Coordination.

### **3.2 CURING AND PROTECTION**

- A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
  - 1. Protect concrete footings from freezing for minimum 7 days.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Cure concrete floors in accordance with the following:
  - 1. Cover with fabric mats and keep wet during curing period.
  - 2. Cover with waterproof paper which meets requirements of ASTM C171.
  - 3. Cover with clear or white polyethylene sheets, 0.004-inch thick. Lap edges minimum 4-inch and seal with tape.
  - 4. Seal with liquid applied curing and sealing compound applied in accordance with manufacturer's directions. Do not apply compound on construction joints or floors to receive other finishes such as ceramic tile.
  - 5. Do not use Methods 1 and 4 in unheated areas during cold weather operations if exposed concrete is protected with blanket insulation.
- D. Vertical surfaces:
  - 1. Wood forms, kept wet, and metal forms provide satisfactory curing. Cure exposed top surfaces as specified above.
  - 2. When forms are removed before end of curing period, exposed concrete must be cured by one of first three authorization methods included under Item C.

### **3.3 CONCRETE SLAB FINISHING**

- A. Finish concrete floor surfaces in accordance with ACI 301 and ACI 302.1 using a broom finish.
- B. Complete screeding and darbying slabs before excess moisture or bleeding of water is present on surface.
- C. Do not begin subsequent finishing operations until surface water has disappeared and the concrete will sustain foot pressure with only approximately ¼ inch indentation.

### **3.4 CONCRETE WALL FINISHES**

- A. Complete screeding and darbying of top of walls before excess moisture or bleeding

water is present on the surface.

B. Do not begin subsequent finishing operations until surface water has disappeared.

### **3.5 TOLERANCES**

A. Maximum Variation of Surface Flatness for Exposed Concrete Floors: 1/4 inch in 10 ft

**END OF SECTION 033500**

## **SECTION 311000 – SITE PREPARATION**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes:
  - 1. Clearing of surface debris.
  - 2. Excavating topsoil.
  - 3. Removing designated trees, shrubs, and other plant life.
  - 4. Disposal of spoil materials.

#### **1.2 JOB CONDITIONS**

- A. Notify corporations, companies, individuals or authorities owning utilities running to property or encountered during excavating operations.
- B. Cap or remove services in accordance with instructions by owners of services.
- C. Protect, support, and maintain utilities which are to remain.
- D. Replace to original condition or better, landscape work such as trees, shrubs, and grass within and outside of construction and grading limits that are damaged.

#### **1.3 SUBMITTALS**

- A. Not required.

#### **1.4 QUALITY ASSURANCE**

- A. Conform to applicable codes for environmental requirements, disposal of debris, and use of herbicides.

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

### **PART 3 - EXECUTION**

#### **3.1 CLEARING AND GRUBBING**

- A. Clear and grub area within limits to be covered with tanks, buildings, walks, parking areas, drives, and where grade to be raised of shrubs, trees, stumps, vegetation, rubbish, and other perishable or objectionable matter. Grub stumps.
- B. Remove cleared material from site.

#### **3.2 STRIPPING TOPSOIL**

- A. Remove topsoil to entire depth in areas where grade is to be raised and in areas to be covered by structure, walk, or paving. Stockpile where designated by Engineer. Stockpile for proper drainage.
- B. Strip stockpile areas of vegetation prior to stockpiling.
- C. Stripped topsoil shall be free from clay, stones, excessive vegetation, and debris.

D. Use for finish grading.

### **3.3 DISPOSAL OF SPOIL MATERIAL**

A. Contractor is responsible for disposal methods and compliance with all Federal, State, County and City laws, ordinances and regulations.

B. Contractor is responsible for obtaining all permits necessary for disposal.

C. Disposal of spoil material may be by one of the following methods:

1. Removal and disposal:

a. Promptly remove cleared debris from site. Burning of debris on-site is not permitted.

b. Disposal site will be arranged by Contractor subject to approval by Engineer.

**END OF SECTION 311000**



## **SECTION 31 23 17 - TRENCHING**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Pipe bedding requirements.
  - 2. Trench execution and backfill.
  - 3. Backfill for manholes, appurtenances and structures.
  - 4. Sheeting, shoring and bracing.
  - 5. Cleanup.
  
- B. Related Sections:
  - 1. Section 011000 - Summary of Work.
  - 2. Section 014000 - Quality Requirements
  - 3. Section 310000 – Site Preparation
  - 4. Section 312319 - Dewatering.
  - 5. Section 312323 - Fill.
  - 6. Division 33 - Utilities

#### **1.2 GENERAL REQUIREMENTS**

- A. Schedule Work to keep streets, sidewalks, and utilities in usable condition. Avoid property owner inconvenience insofar as practicable.
  
- B. Do not trespass on private property or outside the limits of construction. Maintain construction operations on existing right-of-way or easements provided by Owner.
  
- C. Contractor shall provide name(s) and telephone number of person(s) who have access to equipment and are authorized to make emergency repairs to Contractor's Work, such as to correct trench cave-ins, moving excavated material, and correct other problems during weekends and off-work hours, so access can be maintained for fire fighting equipment, and to maintain barricades for public safety.
  
- D. Disposal area(s):
  - 1. Remove brush, rubbish, spoil, excess excavated material, and material not suitable for backfill to off-site location of Contractor's choice.
  - 2. Remove waste material promptly as it is generated by construction operations. Do not permit to accumulate.

#### **1.3 EXISTING UTILITIES**

- A. Obtain from utility companies locations of buried utilities in the project areas.
  
- B. Repair existing fences, and culverts, and drain tiles disturbed by construction.
  
- C. Contractor fully responsible for liaison with utility companies and for repairing, at no expense to Owner, utilities damaged by Contractor.

- D. In event of break in existing watermain, gas main, sewer, or electric or communication cable, immediately notify responsible official of organization operating utility affected.

## **PART 2 – PRODUCTS**

### **2.1 PIPE ENVELOPE**

- A. Applies to full trench width from bottom of trench to 1-foot above top of pipe for plastic pipe and other flexible pipe materials; to pipe centerline for ductile-iron pipe and other rigid pipe materials.
- B. Depth of material for pipe bedding shall be as shown on the Drawings.
- C. Bedding and initial backfill materials for ductile-iron and other rigid pipe material shall be Type ‘A’ crushed rock. Bedding and initial backfill materials for plastic pipe and other flexible pipe materials shall be Type ‘A’ crushed stone.

### **2.2 REMAINING BACKFILL**

- A. Applies to backfill above 1-foot above top of pipe for plastic and other flexible pipe materials and above the centerline of the pipe for concrete and other rigid pipe materials.
- B. As soon as the condition of the pipe will permit, the entire width of the trench shall be backfilled. Earthen materials or aggregate shall be placed longitudinally along the pipe. Elevation of the haunching material on each side of the pipe shall be the same. Special care shall be taken to completely fill the space under the pipe haunches. Materials shall be placed in maximum 8-inch layers, loose measurement and compacted by ramming or tamping.
- C. Granular backfill material shall be Type ‘A’ crushed stone.
- D. Material for earthen backfill may be job-excavated material, free from debris, stones larger than 2-inches, organic matter, and frozen material.
- E. Where subgrade conditions warrant extra precautions for the bedding of rigid pipe, Engineer may order the construction of a concrete cradle to support the rigid pipe. Cradle shall be constructed as directed by the Engineer. Extra payment for concrete cradle may be made in accordance with the Contract Documents if not shown on the Drawings.
- F. Trenches shall be backfilled in accordance with the following methods, in accordance with the details on the Drawings:
  - 1. **METHOD I** – This method applies to pipes under yards and unimproved areas. In this method, the trench shall be backfilled with excavated materials in a manner that will not dislodge or damage the pipe or cause bridging action in the trench. The material shall be deposited in uniform layers not exceeding 12-inches thick, loose measure. Each layer shall be compacted by ramming or tamping or, if directed by the Engineer shall be inundated or deposited with water. Pipes in these areas will generally not require water jetting unless the Engineer determines that early settlement is required. If jetting is used, it shall be considered incidental to piping installation and no additional compensation will

be allowed. Top 6-inches shall be topsoil. Any rocks or clods greater than 2-inches in diameter shall be removed from the topsoil as it is spread. Top of the trench shall be left neatly rounded to allow for settlement.

2. **METHOD II** (Not Used) – This method applies to alleys or parking areas that do not have permanent surfaces or oil and chip surfaces. In this case, the trench from the top of the granular pipe bedding to 6-inches below the ground surface shall be backfilled with granular backfill materials. The granular material shall be deposited in uniform layers not exceeding 6-inches thick, loose measure, and each layer shall be compacted by ramming or tamping. 6-inches of surface course aggregate shall be applied so that the finished surface of the aggregate is at the proposed surface elevation or matches the existing surface elevation. Material for surface course aggregate shall be crushed limestone.
3. **METHOD III** – This method applies to all pipes buried beneath existing utilities or structures. In this case, the trench from the top of the granular pipe bedding to at least 6-inches above the existing utility or structure shall be backfilled with granular backfill. The granular material shall be deposited in uniform layers not exceeding 8-inches thick, loose measure, and each layer shall be compacted by ramming or tamping. Trench from 6-inches above the existing utility or structure to the surface shall then be backfilled in accordance with another applicable method; I, II or IV.
4. **METHOD IV** – This method applies to any area where the existing or new surface is Portland cement concrete or bituminous concrete. In this case, the trench from the top of the granular pipe bedding to the bottom of the existing or new surface shall be backfilled with granular backfill. Granular material shall be deposited in uniform layers not exceeding 6-inches thick, loose measure, and each layer shall be compacted by ramming or tamping.
5. **METHOD V** (Not Used) – This method applies to pipes buried beneath areas with oil and chip surfaces. Trench from the top of the pipe bedding to 12-inches below the surface shall be backfilled with granular backfill. Next 8-inches of the trench shall be granular subbase material per Specification Section 02511, paragraph 2.1.B. Final 4-inches of the trench shall be a combination of HMA base course and HMA surface course (with a total thickness of 4-inches) with tack coat.
6. **METHOD VI**– This method applies to pipes beneath cultivated fields. Backfill shall be placed as in METHOD I, except no excavated material shall be allowed within the upper zone originally occupied by topsoil. After the backfill reaches the approximately lower limit of the original topsoil zone, the stockpiled topsoil shall be spread in such a manner that natural settlement will not result in a depression along the pipeline. All rocks and boulders greater than 2-inches in diameter shall be removed from the topsoil as it is spread. Sufficient care shall be taken to prevent the inclusion of any material in the topsoil which would be considered unsuitable to agricultural purposes or deemed as a hazard to agricultural equipment. All manholes to be located within this area and indicated on the Drawings to be buried shall have the top of the frame and lid at least 18-inches below the finished ground elevation.
7. **METHOD VII** – This method applies to pipes buried within earthen berms. From the top of the pipe bedding to 12-inches below the proposed finish grade, trench shall be backfilled with select excavated material (compacted to 90 percent standard proctor) placed in 8-inch layers. Top 12-inches shall be filled with topsoil.

- G. Where there is a deficiency of suitable backfill material due to a rejection of part or all of the excavated material as unsatisfactory for backfill purposes, Contractor shall furnish satisfactory backfill material wasted from trench excavation in other locations or from other sources furnished by the Contractor. Backfill furnished and disposal of unsatisfactory material under these circumstances shall be incidental to piping installation.
- H. Backfilling shall proceed so that not more than 100-foot intervals between the end of the backfilled section and the end of the laid pipe. No backfill material shall be placed until the Engineer has examined the grade of the pipe.
- I. Where the trenches have been sheeted or braced, care must be taken in removing the same to keep the filling well above the lower ends of the sheeting or bracing so as to prevent caving of the sides of the trench down onto the pipe and displacing them or damaging structures along the sides of the trench.
- J. Where the trench excavation is within the public right-of-way, or within 5-feet of a roadway, sidewalk, driveway, or wherever indicated on the Drawings, the trench backfill shall be tamped continuously to the surface with a mechanical tamper of a type approved by the Engineer. All material shall be compacted to 95 percent of the Standard Proctor Density as determined by ASTM D1557. No layer of material being compacted shall exceed 1-foot in depth. Engineer may perform density tests after tamping is complete on any layer.

### **2.3 BACKFILL FOR MANHOLES, APPURTENANCES, AND STRUCTURES**

- A. Backfill material as required for adjacent trench.

### **2.4 SIDEWALK AND PAVEMENT MATERIALS**

- A. Concrete pavement, and all types of concrete base pavement, may be cut only where, in the manner and to the extent specified herein, or authorized by the Engineer. Cuts shall be no larger than necessary to provide adequate working space for proper installation of pipe and pipeline appurtenances. A concrete saw shall be used for the cutting of concrete pavements along each side of trenches and at structures. All cuts shall be a minimum of 2-inches deep or  $\frac{1}{4}$  the depth of the pavement, whichever is greater.
- B. Concrete pavements over trenches excavated for pipelines shall be removed to a width not less than 24-inches wider than the width of the trench at pavement subgrade. Trench width at pavement subgrade shall not exceed the minimum dimension that will allow good and safe construction except that no under cutting will be permitted. Shoulder not less than 12-inches in width, at any point, shall be left between the cut edge of the pavement and top edge of the trench. Pavement cuts shall be made to and between straight lines that, unless otherwise required, shall be parallel to the centerline of the trench.
- C. Where the line of the trench parallels the length of concrete walks and the trench location is all or partially under the walk, then the entire walk shall be removed and replaced. If necessary to remove concrete curbs, gutters, or walks, they shall be replaced to the existing joints.

## **PART 3 – EXECUTION**

### **3.1 EXAMINATION**

- A. Verify with testing laboratory fill materials to be reused is acceptable.

### **3.2 PREPARATION**

- A. Identify required lines, levels, contours, and datum.
- B. Maintain and protect existing utilities remaining, which pass through work area.
- C. Protect plant life, lawns and other features remaining as a portion of final landscaping.
- D. Protect benchmarks, existing structures, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.
- E. Cut out soft areas of subgrade not capable of insitu compaction.

### **3.3 TRENCH CONSTRUCTION**

- A. Widths: Trenches shall be excavated to limiting trench widths and pipe clearances to provide adequate working space and clearances for proper pipe installation, jointing, and embedment operation. Also, for the protection of the pipe from external loads, limits to the maximum width of the lower portion of the trench below an elevation 6-inches above the top of the installation pipe shall apply. Such limiting minimum and maximum trench widths together with the minimum permissible clearance between the installed pipe and either trench wall shall be as follows:

Minimum and Maximum Trench Widths*			
Pipe Size, Inches	Minimum Width, Inches	Minimum Sidewall Clearance, Inches	Maximum Width, Inches
6	20	5	30
8	20	5	30
10	23	5	30
12	26	6	30
15	29	6	33
18	32	6	44
24	44	7	56

\*Measured 6-inches above top of pipe

- B. Tunneling and boring: All excavation shall be done in open trenches except where tunneling or boring is shown on the Drawings or where written consent is given by the Engineer to tunnel or bore.
- C. Open trench in advance of Work: Not more than 100-feet of trench shall be opened up in advance of the completed piping or conduit work.

- E. Barricading work: Contractor shall provide and maintain the fences, walks, and bridges that are necessary for the public safety and convenience. Contractor shall place sufficient lights on or near the work and keep them burning from sunset to sunrise to ensure the safety of the public. Contractor shall keep watchmen on the work whenever the Engineer deems it necessary. Material delivered to the job shall be placed with minimal interference to traffic.
- E. Bell holes shall be carefully excavated at proper intervals so that the bells support no part of the load. No more shall be excavated than necessary to ensure the making of good joints.
- F. Sheeting and bracing: In limiting trench widths, proper trench wall protection shall be used in accordance with OSHA Standards. If proper trench wall protection is not used, OSHA specified wall slopes shall be required for each type of soil. If wall protection is used, the sides of the trench shall be properly secured and supported by bracing and sheet piling according to approved sheeting methods. Sheeting shall not extend below the top of the pipe. Bracing, sheeting, and shoring will not be considered an extra. Contractor shall sling, shore up, and secure in place all present sewers, water lines, conduits, and structures of a similar nature that are encountered in or near the trenches. Contractor at his expense shall restore any such structure or conduit damaged by the excavation to its original condition.
- G. No explosives are to be used.
- H. Whenever work is to proceed over private property or other than the traveled way of streets or alleys, the topsoil shall be removed to a depth as directed by the Engineer up to a maximum of 1-foot. Such topsoil shall be stockpiled separately until backfilling operations are completed and then spread in a uniform layer, a minimum of 6-inches thick, over the area disturbed by the work.

### **3.4 GENERAL**

- A. Trenches not requiring select backfill: Pile excavated material, suitable for backfill, in an orderly manner a sufficient distance back from edge of excavation to avoid slides or cave-ins (2-foot minimum clear distance).
- B. Trenches requiring granular backfill: Place unsuitable excavated material directly on trucks and haul away. No spoil banks permitted.
- C. If granular material suitable for trench backfill is encountered in trenches requiring trench backfill: Pile in an orderly manner a sufficient distance back from edge of excavation to avoid slides or cave-ins (2-foot minimum clear distance).
- D. Excavate existing utilities sufficiently in advance of pipe laying to determine crossing arrangement. No payment will be allowed for down time due to utility relocation.
- E. Excavation shall be open cut.
- F. Use caution when placing and compacting backfill to avoid placing construction loads on pipe that may damage or displace newly laid pipe.

- G. Support, brace or remove utility poles either adjacent to or in trench excavation.
- H. Utility mains shown on Drawings, in conflict with new facilities: Perform relocation or make arrangements with utility to perform Work at no additional cost to Owner.
- I. Utility mains not shown on Drawings, in conflict with trench excavation or new facilities:
  - 1. Notify Engineer and utility company immediately.
  - 2. Authorized relocation performed by Contractor or performed by others at Contractor's expense paid for under provisions of Article 11 of General Conditions.

### **3.5 SHEETING, SHORING, AND BRACING**

- A. Construct sheeting, shoring, and bracing where shown on Drawings and where required to hold walls of excavation to protect existing utilities, trees, structures, and other similar features and to provide protection of employees.
- B. Design of sheeting, shoring, and bracing shall be responsibility of Contractor and shall comply with OSHA requirements.
- C. When movable trench shield is used below centerline of pipe, it shall never be lifted prior to any forward movement, to avoid the caving in of the bottom sides of the trench walls.

### **3.6 DEWATERING**

- A. Execute Work in dry conditions.
- B. Provide equipment for handling water encountered.
- C. Do not lay pipe or pour concrete on excessively wet soil.
- D. Prevent surface water from flowing into excavation; promptly remove any water accumulated.
- E. Divert stream flow and/or sewage away from areas of construction.
- F. Do not discharge water pumped from excavations to existing sanitary sewers.
- G. Methods used shall not cause settlement or damage to adjacent property.
- H. Also see Section 312319 - Dewatering.

### **3.7 SIDEWALK AND PAVEMENT REMOVAL**

- A. Where large portions of existing streets are removed, measure and record exact dimensions and elevations before pavement removal. Streets and curbs shall be rebuilt to same widths and elevations as existed prior to construction.
- B. Remove pavement, sidewalk, or curb and gutter to minimum of 1-foot from trench. No undercutting will be permitted.

- C. Saw cut vertically; remove on straight lines approximately parallel or perpendicular to centerline of pavement.
- D. Concrete and bituminous concrete and bituminous oil and chip pavement:
  1. Cut with concrete saw; minimum vertical cut 1-1/2-inch deep, as needed to give clean break.
  2. Break out remainder of slab.
- E. Sidewalk: Saw cut and remove to nearest joint beyond minimum distance of 1-foot from edge of trench.
- F. Dispose of waste material in disposal area.

### **3.8 REPAIR OF EXISTING DRAIN TILES AND STORM SEWERS**

- A. Drain tiles and storm sewers broken during the trench excavation shall be repaired so their carrying capacities shall not be impaired. Broken drain tiles shall be replaced with larger sized piping, either corrugated metal pipe, PVC plastic pipe SDR-26, or ductile-iron pipe, as noted on the Drawings. Length of the pipe shall be such that it bears a minimum of 2-feet on undisturbed soil on each side of the piping trench, with each drain tile to pipe junction encased in concrete. All repairs of drain tile encountered shall be observed by the Engineer or Owner prior to backfilling. Compacted granular backfill will be required as of any existing utility or structure. Pipe to field tile junction shall be wrapped with burlap or other material prior to concrete encasement to prevent concrete from entering the flow line of the pipe.
- B. Drain tiles and storm sewers uncovered during the trench excavation which are laid parallel to the trench shall be protected and kept in service. Those tiles or storm sewers accidentally broken shall be repaired or replaced. If necessary they shall be re-routed around the improvements. Contractor shall receive additional compensation for replacing the broken tiles or storm sewers if, as determined by the Engineer, the Contractor took adequate precautions against their damage.

### **3.9 RESTORATION OF SURFACES**

- A. Restoration of surfaces shall include the removal of the existing surface, and disposal of surplus material, and the construction of new surfaces. Type of surface restored shall be equal to or better than the surface removed. Surfaces not removed during excavation but damaged by the Contractor's equipment or operation shall also be removed and replaced or repaired to original condition.
- B. Wherever conduits are constructed under traveled roadways, driveways, sidewalks, curbs and gutters, or other traveled surfaces, a temporary surface shall be placed over the top of the trench as soon as possible after compaction has been satisfactorily completed. Temporary surface shall consist of 12-inches of coarse aggregate, materials as specified for trench backfill (crushed limestone or washed gravel). Top of the temporary surface shall be smooth and meet the grade of the adjacent undisturbed surface. Temporary surface shall be maintained at the Contractor's expense until final restoration of the surface is performed as specified. No permanent restoration of surfaces shall be initiated until authorized by the Engineer. Temporary surfacing shall be required over the entire



width of the trench, but any width in excess of the specified trench width shown on the Drawings shall not be used in computing payment quantities.

- C. Contractor shall restore all removed or damaged permanent pavements, sidewalks, driveways, curbs, gutters, fences, poles, and other property and surface structures removed or disturbed during or as a result of construction operations to a condition which is equal to or better than the appearance, quality and condition that existed before the work began. Restoration shall be made as soon as possible after compaction of the backfill has been completed.

### **3.10 SIDEWALK AND PAVEMENT REPLACEMENT**

- A. Refer to Section 321313 – Concrete Paving.

### **3.11 GRASSED SURFACE RESTORATION**

- A. Refer to Section 329219 - Seeding.

### **3.12 CLEANUP**

- A. Contractor shall clean up as the Work proceeds. Premises shall be kept free of accumulations of waste materials and earth, rubbish and other debris resulting from the work. If in the judgment of the Engineer, the Contractor fails to keep the site clean as described herein above, Engineer will recommend to the Owner withholding all progress payment until the site has been cleaned up to the Engineer's satisfaction.
- B. All debris and waste materials and salvaged materials unless required by the Specifications to be reused or delivered to the Owner, shall become the property of the Contractor and shall be removed by the Contractor from the construction site.
- C. Any dirt, mud, or other debris tracked onto the adjacent streets by any of the Contractor's or supplier's vehicles shall be immediately cleared from the surface. Where truck crossings occur over sidewalks, that shall be kept from all spilled earth and grading materials and shall at all times be maintained in a passable condition for foot traffic.
- D. Generally, the transportation of materials to and from the job site shall be over regular streets. When the Contractor's operations or that of its shippers, haulers, or subcontractors are such that dirt, mud, or debris are spilled or otherwise deposited on streets, driveways, or sidewalks, the Contractor shall clean up any large chunks before the close of every day's operation or before it is broken up or becomes impacted on the surface. In case of dispute or Contractor's failure to perform the cleanup work, the Owner may clean the streets and walks, remove the rubbish, etc. and will charge the cost to the Contractor by withholding monies due to cover all charged work.
- E. At completion of the Work, Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, scaffolding and surplus materials, and will leave the site clean and ready for occupancy by the Owner. Contractor will restore to their original condition those portions of the site disturbed or damaged by the Contractor's operations.

- F. Open burning of debris will not be permitted unless specifically authorized in writing by the Owner, and then only following state, municipal or other local codes, ordinances, rules or regulations.

**END OF SECTION 312317**

## **SECTION 312319 – DEWATERING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Provide and maintain means for removal of water entering all structural and trenching excavations.
- B. Dispose of water in a manner not causing damage, pollution, or unsafe conditions to adjacent land and water areas.

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

### **PART 3 - EXECUTION**

#### **3.1 PROTECTION**

- A. Surface runoff: Control grading around the excavation to prevent surface water from running into the excavations for the structure and trenches.
- B. Protect adjacent and/or downstream property and structures from damage due to water removal and disposal.

#### **3.2 PREPARATION**

- A. Provide for safe disposal of removed water.

#### **3.3 DEWATERING**

- A. Install and maintain dewatering system.
- B. Maintain water level within the excavation at or below the surface of the excavation, trench bottom, or base of the bedding course, until all Work to be performed therein is completed.
- C. Carry out dewatering operation so the strength of the soil under or alongside of the excavation is not weakened or destroyed.
- D. After completion of the structure or conduit installation, restore the normal water table in a manner not to disturb the foundation or the pipe or its foundation.
- E. Provide de-silting devices or basins if necessary to protect adjacent property or structures or downstream property or structures.
- F. Saturated foundations: Prior to placing any concrete for foundations, remove soils in footing excavation that have become saturated with surface water. Backfill areas to contours and elevations with unfrozen materials.

**END OF SECTION 312319**

## SECTION 312323 – FILL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes fill over excavations

#### 1.2 SUBMITTALS

- A. Section 013300 – Submittals: requirements for submittals
- B. Test reports or samples of all fill materials
- C. Materials Source: submit name of fill materials suppliers.
- D. Manufacturer’s Certificate: Certify products meet or exceed specified requirements

### PART 2 - PRODUCTS

#### 2.1 COARSE AGGREGATES

- A. Type A - Coarse Stone: Angular, limestone, washed or screened clean, free of shale, clay, friable material, sand, debris; graded within the following limits:

Sieve Size	Percent Passing
1 inch (25mm)	100
3/4 inch (19mm)	85-100
1/2 inch (16mm)	
3/8 inch (9mm)	15-55
No. 4	0-10
No. 8	
No. 200	

- B. Type B:
  - 1. Pea Gravel: Natural stone; washed, free of clay, shale, organic matter; graded in accordance with ASTM C136, to the following:
    - a. Minimum Size: 1/4 inch
    - b. Maximum Size: 5/8 inch
  - 2. 3/8-inch limestone chips: may be used in place of pea gravel if the following gradation is met:

Sieve Size	Percent Passing
1/2 inch	100
3/8 inch	70 - 100
No. 4	10-30
No. 8	0 - 10
No. 30	0 -5
No. 200	0-1.5

## 2.2 FINE AGGREGATES

- A. Type C - Sand: Natural river or bank sand; washed: free of silt, clay, loam, friable or soluble materials, or organic matter; graded in accordance with ANSI/ASTM C136, within the following limits:

Sieve Size	Percent Passing
No. 4	100
No. 8	10 to 100
No. 100	4 to 30
No. 200	0 to 10

## 2.3 SUBSOILS

- A. Type D – Structural Fill: Approved site excavated material free of organic matter and debris, place in loose fill lifts not to exceed 8 inches in thickness and compacted to minimum standard proctor density as listed in paragraph 3.7, SCHEDULE.

## 2.4 BORROW MATERIALS

- A. Obtain borrow material from off-site source if volume of suitable excavation material is inadequate.
- B. Borrow materials shall conform to material specifications for intended use.

## 2.5 TOPSOILS

- A. Friable clay loam surface soil reasonable free of subsoil, clay lumps, stones and other objects over 2-inches in diameter and without weeds, roots and other objectionable materials

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 013100 – Coordination.

### 3.2 PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Type ‘A’ fill and compact to density equal to or greater than requirements for subsequent fill material.
- C. Scarify top 6 to 8 inches of natural subgrade and compact to 95% Standard Proctor density.
- D. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

### 3.3 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.

- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Place fill material in continuous layers as follows:
  - 1. Subsoil Fill: Maximum 8 inches compacted depth.
  - 2. Structural Fill: Maximum 8 inches compacted depth.
  - 3. Granular Fill: Maximum 8 inches compacted depth.
- D. Employ placement method that does not disturb or damage other work.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Backfill against supported foundation walls. Do not backfill against unsupported foundation walls.
- G. Slope away from building minimum of 2 percent slope for minimum distance of 10-feet, unless noted otherwise.
- H. Make gradual grade changes. Blend slope into level areas.
- I. Remove surplus backfill materials from site.
- J. Leave fill material stockpile areas free of excess fill materials.

### **3.4 TOLERANCES**

- A. Top surface of general backfilling: Plus, or minus 1 inch from required elevations.

### **3.5 FIELD QUALITY CONTROL**

- A. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

### **3.6 PROTECTION OF FINISHED WORK**

- A. Reshape and re-compact fills subjected to vehicular traffic.

### **3.7 SCHEDULE**

- A. Unpaved Exterior Areas:
  - 1. Top six (6) inches black topsoil.
- B. Trenched Pipe Envelope:
  - 1. Type 'A' fill (per 2.1.A of this specification) compacted to 95% of maximum in place density.
  - 2. Fill remainder of trench as indicated on drawings.

**END OF SECTION 312323**

## **SECTION 312324 - FLOWABLE FILL**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Flowable fill for:
    - a. Structure backfill.
    - b. Utility bedding.
    - c. Utility backfill.
- B. Related Sections:
  - 1. Division 01 – General Requirements.

#### **1.2 REFERENCES**

- A. Missouri Department of Transportation
  - 1. Standard Specifications for Highway Construction.

#### **1.3 DEFINITIONS**

- A. Utility: Any buried pipe, duct, conduit, manhole, tank or cable.
- B. Excavatable Flowable Fill: Lean cement concrete fill used where future excavation may be required such as fill for utility trenches, bridge abutments, and culverts.
- C. Non-Excavatable Flowable Fill: Lean cement concrete fill used where future excavation is not anticipated such as fill below structure foundations and filling abandoned utilities.

#### **1.4 SUBMITTALS**

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Materials Source: Submit name of flowable fill materials suppliers.
- C. Manufacturer's Certificate:
  - 1. Certify flowable fill meets or exceeds specified requirements.
- D. Mix Design:
  - 1. Submit flowable fill mix design for each specified strength. Submit separate mix designs when admixtures are required for the following:
    - a. Flowable fill work during hot and cold weather.
    - b. Air entrained flowable fill work.
  - 2. Identify design mix ingredients, proportions, properties, admixtures, and tests.
  - 3. Submit test results to certify flowable fill mix design properties meet or exceed specified requirements.

**1.5 QUALITY ASSURANCE**

- A. Perform Work in accordance with MoDOT Section 621.4.4.

**1.6 ENVIRONMENTAL REQUIREMENTS**

- A. Do not install flowable fill during inclement weather or when ambient temperature is less than 40 degrees F.

**PART 2 - PRODUCTS**

**2.1 FLOWABLE FILL**

- A. Furnish materials in accordance with Missouri Department of Transportation Standard Specifications for Highway Construction 621 requirements.

**2.2 MATERIALS**

- A. Portland Cement, water, admixtures and fly ash per MoDOT Section 621.2.1.
- B. Fine Aggregates: Per MoDOT Section 621.2.2 Gradation repeated below:

Sieve Size	Percent Passing
3/4 inch	100

**2.3 SOURCE QUALITY CONTROL**

- A. Section 014000 - Quality Requirements: Testing, inspection and analysis requirements.
- B. Test properties of flowable fill design mix and certify results for the following:
  - 1. Design mix proportions by weight of each material.
  - 2. Aggregate: ASTM C33 for material properties and gradation.
  - 3. Properties of plastic flowable fill design mix including:
    - a. Temperature.
    - b. Slump.
    - c. Air entrainment.
    - d. Wet unit mass.
    - e. Yield.
    - f. Cement factor.
  - 4. Properties of hardened flowable fill design mix including:
    - a. Compressive strength at 1 day, 7 days, and 28 days. Report compressive strength of each specimen and average specimen compressive strength.
    - b. Unit mass for each specimen and average specimen unit mass at time of compressive strength testing.
- C. Prepare delivery tickets containing the following information:
  - 1. Project Designation.



2. Date.
3. Time.
4. Class and Quantity of flowable fill.
5. Actual batch proportions.
6. Free moisture content of aggregate.
7. Quantity of water withheld.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify excavation and trenching is complete.
- C. Verify utility installation is complete and tested before placing flowable fill.
- D. Verify excavation is dry.

### **3.2 PREPARATION**

- A. Support and restrain utilities to prevent movement and flotation during installation of flowable fill.
- B. Protect structures and utilities from damage caused by hydraulic pressure of flowable fill before fill hardens.
- C. Protect utilities prevent intrusion of flowable fill.

### **3.3 INSTALLATION - FILL, BEDDING, AND BACKFILL**

- A. Place flowable fill by chute, pumping or other methods approved by Engineer.
- B. Place flowable fill in lifts to prevent lateral pressures from exceeding structural capacity of structures and utilities.
- C. Place flowable fill evenly on both sides of utilities to maintain alignment.
- D. Place flowable fill to elevations indicated on Drawings without vibration or other means of compaction.

### **3.4 FIELD QUALITY CONTROL**

- A. Perform in place tests per MoDOT Specification 621.4.4.
- B. Defective Flowable Fill: Fill failing to meet the following test requirements or fill delivered without the following documentation.
  1. Test Requirements:

- a. Minimum temperature at point of delivery.
  - b. Compressive strength requirements for each type of fill.
2. Documentation: Duplicate delivery tickets.

### **3.5 CLEANING**

- A. Remove spilled and excess flowable fill from Project site.
- B. Restore facilities and site areas damaged or contaminated by flowable fill installation to existing condition before installation.

**END OF SECTION 312324**

## **SECTION 312500 - EROSION CONTROL-STORM WATER POLLUTION PREVENTION**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Installation of temporary water pollution control measures to prevent discharge of pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage, or other harmful material from the project.
- B. Other related documents.

#### **1.2 GENERAL**

- A. The Contractor shall manage his operations to control water pollution in accordance with this specification and applicable State regulations. Construction of permanent drainage facilities and other contract work, contributing to control of erosion, shall be scheduled at the earliest practicable time.
- B. The Contractor shall furnish, install, maintain, and remove temporary erosion control measures. The Contractor shall prevent silt or polluted storm water discharge from the site.
- C. The Engineer may require installation of additional erosion control facilities, by the Contractor, if in the sole opinion of the Engineer, the Contractor's efforts are inadequate.

#### **1.3 DEFINITIONS**

- A. General Permit: The General Permit for storm water discharges associated with construction activity (Land Disturbance General Permit No. MO-R100038) issued to FMDC as a blanket permit by the Missouri Department of Natural Resources, Water Pollution Program.
- B. Storm Water Pollution Prevention Plan (SWPPP): A plan required by the General Permit that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the storm water, and a description of measures or practices to control these pollutants.
- C. Best Management Practice (BMP): Any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces pollution.
- D. Ditch Check: An obstruction placed at frequent intervals across ditches, creating small ponds to cause sediment to settle and be contained.
- E. Temporary Seeding and Mulching: Placement of a quick ground cover to reduce erosion in areas expected to be re-disturbed.

- F. Straw Bales: Standard agricultural bales used to filter the flow of water, trap, deposit sediment, and/or divert water.
- G. Silt Fence: A geotextile barrier fence to contain sediment by removing suspended particles from water passing through the fence.
- H. Sediment Removal: Removal of accumulated sediment to restore the efficiency of sediment control features.

#### **1.4 SUBMITTALS**

- A. The Contractor shall submit his proposed "Erosion Control Plan" for review and approval by the Engineer. Approval of the plan does not relieve the Contractor of his contractual responsibility to prevent the discharge of pollutants into the receiving drainage ways.
- B. The Contractor develop a Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the Engineer. Once approved, provide final corrected copies of the SWPPP to the Owner and facility.

#### **1.5 RELATED SECTIONS**

- A. Section 013300 – Submittals
- B. Section 311000 – Site Preparation
- C. Section 329219 - Seeding

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Ditch Checks:
  - 1. Rock ditch checks: 2" to 3" clean gravel or limestone.
  - 2. Straw bale ditch checks: Rectangular wheat straw bales in good condition.
  - 3. Silt fence ditch checks: Geotextile meeting the requirements of this specification.
- B. Temporary Seeding:
  - 1. December 1 to March 1: 50 lbs oats/acre.
  - 2. March 1 to December 1: 50 lbs cereal rye or wheat.
  - 3. Mulch shall be wheat straw.
- C. Wire Supported and Self Supporting Silt Fence:
  - 1. Geotextile Fabric
    - a. Fibers used in geotextiles shall consist of longchain synthetic polymers, composed of at least 85 percent by weight polyolefins, polyesters, or polyamides. They shall be formed into a network such that the filaments

- b. or yarns retain dimensional stability relative to each other, including selvages.
- b. The geotextile shall be free of any treatment or coating which might adversely alter its physical properties after installation.
- c. Geotextile shall be furnished in 36" width rolls.
- d. Geotextile rolls shall be furnished with suitable wrapping for protection against moisture and extended ultraviolet exposure.
- e. Each roll shall be labeled or tagged to provide product identification sufficient for inventory.
- f. Rolls shall be stored in a manner, which protects them from the elements.
- g. Geotextile shall conform to the following:

**TABLE 1**  
**PHYSICAL REQUIREMENTS<sup>1</sup> FOR**  
**TEMPORARY SILT FENCE GEOTEXTILES**

<u>Property</u>	<u>Test Method</u>	<u>Wire Fence Supported Requirements</u>	<u>Self Supported Requirements</u>
Tensile Strength, Lbs.	ASTM D4632	90 Minimum <sup>2</sup>	90 Minimum <sup>2</sup>
Elongation at 50% Minimum			
Tensile Strength (45 Lbs.)	ASTM D4632	N/A	50 Maximum
Ultraviolet Degradation at 500 hrs.	ASTM D4355	Minimum 70% Strength Retained	Minimum 70% Strength Retained

Notes: 1. All numerical values represent minimum average roll value.

2. When tested in any principal direction.

- 2. Posts: Wood, steel or synthetic posts may be used. Posts shall have a minimum length of 36" plus embedment depth (24" min.). Posts shall have sufficient strength to resist damage during installation and to support applied loads.
- 3. Support Fence: Wire or other support fence shall be at least 24" high and strong enough to support applied loads.
- 4. Prefabricated Fence: Prefabricated fence systems may be used provided they meet all of the above material requirements.

**2.2 CERTIFICATION AND SAMPLING:**

- A. The Contractor shall furnish a manufacturer's certification, stating the material conforms to the requirements of these specifications.
- B. The certification shall include, or have attached, typical results of tests for the specified properties, representative of the materials supplied.
- C. The Engineer reserves the right to sample and test any material offered for use.

## **PART 3 - EXECUTION**

### **3.1 GENERAL REQUIREMENTS**

- A. The Engineer may limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow, or fill operations.
- B. The Engineer may direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams, other watercourses, lakes, ponds, or other areas of water impoundment. Work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, use of temporary mulches, seeding or other control devices or methods to control erosion.
- C. The Contractor shall incorporate permanent erosion control features at the earliest practicable time.
- D. The Contractor at no additional cost shall provide temporary pollution control measures needed to control erosion during normal construction practices to the Owner.
- E. Contractor shall designate trained and knowledgeable personnel to coordinate all SWPPP activities, and identify these personnel to the Engineer during construction. Missouri Department of Natural Resources offers training classes in Erosion Control free of charge in Jefferson City. Contact for training: David Goggins at (573) 751-2556.
- F. The SWPPP is a living document. As the conditions of the site changes, the SWPPP should be updated by the Contractor.
- G. The SWPPP is subject to random inspection by the Owner. The SWPPP should be kept up to date by the Contractor and available for inspection at any time. Since this project does not disturb more than one acre, a land disturbance permit is not required.
- H. If Contractor determines that any BMP should need modification, the changes shall be dated and documented, and all necessary field changes performed.

### **3.2 LIMITATION OF AREA DISTURBED:**

- A. The Contractor's operations shall be scheduled to install permanent erosion control features immediately after clearing and grubbing, and grading.
- B. The surface area of erodible earth material exposed at one time by clearing and grubbing, excavating, fill, or borrow shall not exceed 200,000 square feet without written approval of the Engineer.
- C. The Engineer may limit the area of clearing and grubbing, excavation, borrow, and embankment operations commensurate with the Contractor's capability and progress in completing the finish grading, mulching, seeding, and other such permanent pollution control measures current.
- D. The Contractor shall respond to seasonal variations. If required by weather, temporary erosion control measures shall be taken immediately.

### **3.3 BORROW AND WASTE AREAS**

- A. Material pits other than commercially operated sources and material spoil areas shall be subject to pollution control measures of this specification. An offsite location does not relieve the Contractor of his contractual obligation to prevent the introduction of silt or other pollutants into receiving waterways.

### **3.4 CONFLICT WITH FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS**

- A. In case of conflict between these requirements and pollution control laws, rules, or regulations or other Federal, State or local agencies, the more restrictive laws, rules, or regulations shall apply.

### **3.5 DITCH CHECKS**

#### **A. General:**

1. Rock ditch checks may be used on ditches with grades of 4 percent or less.
2. Straw bale ditch checks may be used on all ditches.
  - a. The silt fence fabric may be eliminated for grades of 2 percent or less.
3. Silt fence ditch check may be used on all ditches.
4. A straw bale ditch check or a silt fence ditch check may be used in lieu of a sediment basin for drainage areas less than two acres. The basin shall have a volume of 1,815 CF per acre of contributing drainage area.

#### **B. Construction Requirements:**

1. Construct rock ditch checks in accordance with the drawing detail.
  - a. Achieve complete coverage of the ditch or swale and insure the center of the check is lower than the edges.
2. Construct straw bale ditch checks in accordance with the drawing detail.
3. Construct silt fence ditch checks in accordance with the drawing detail.

#### **C. Maintenance:**

1. Inspect ditch checks for sediment accumulation after each rainfall.
2. Sediment shall be removed when it reaches one-half of the original height.
  - a. Regular inspections shall insure that the center of a rock check is lower than the edges. Correct erosion caused by high flows around the edges of the check immediately.

### **3.6 TEMPORARY SEEDING AND MULCHING**

#### **A. General**

1. This item is applicable to all projects.

2. Seeding and/or mulching shall be a continuous operation on all cut slopes, fill slopes, and borrow pits during the construction process. All disturbed areas shall be seeded and mulched within five (5) working days after the last construction activity in all locations where necessary to eliminate erosion.

B. Construction Requirements:

1. Permanent seeding and mulching following temporary seeding will be performed during the favorable seeding seasons only.
2. Temporary seeding mixtures and planting season:
  - a. December 1 to March 1: 50 lbs. oat grain per acre
  - b. March 1 to December 1: 50 lbs. (cereal rye or wheat) per acre
3. Temporary mulch, fertilizer, and lime for seeding:
  - a. Fertilizer and mulch for temporary seed mixtures shall be applied in accordance with Section 329219.
  - b. Fertilizer shall be applied at the rate specified for permanent seeding.
  - c. Lime will not be required for temporary seeding.

### 3.7 STRAW BALES

A. General

1. Install at the bottom of embankment slopes less than 10' high to divert runoff from sheet flow and intercept some of the sediment in the sheet flow.
2. Install as ditch checks in small ditches and drainage areas.
3. Install on the lower side of cleared areas to catch sediment from sheet flow.

B. Construction Requirements:

1. Bales of straw shall be utilized to control erosion, trap sediment, and divert runoff.
2. Bales must be adequately braced from behind.

### 3.8 SILT FENCE

A. General

1. Install along the toe of fills over 10' in height, along the right-of-way line, parallel to streams or around an inlet to prevent sediment from entering the pipe system.

B. General Requirements:

1. The Contractor shall install a temporary silt fence in locations shown on the drawings, around inlets that accept flows containing silt, and other locations necessary to prevent the discharge of silt from the site.
2. Installation shall conform to the detail at the end of this section.



3. Fence construction shall be adequate to handle the stress from hydraulic and sediment loading.

C. Installation

1. Geotextile at the bottom of the fence shall be buried as indicated on the detail.
2. The trench shall be backfilled and the soil compacted over the geotextile. The geotextile shall be spliced together as indicated on the detail.
3. Post Installation
  - a. Post spacing shall not exceed 8' for wire support fence installation or 5' for self supported installations.
  - b. Posts shall be driven a minimum of 24" into the ground. Where rock is encountered, posts shall be installed in a manner approved by the Engineer.
  - c. Closer spacing, greater embedment depth and/or wider posts shall be used in low areas, soft, or swampy ground to ensure adequate resistance to applied loads.
4. When support fence is used, the mesh shall be fastened securely to the upstream side of the post.
  - a. The mesh shall extend into the trench a minimum of 2" and extend a maximum of 36" above the original ground surface.
5. When self-supported fence is used, the geotextile shall be securely fastened to fence posts.
6. Maintenance
  - a. The Contractor shall maintain the integrity of silt fences as long as they are necessary to contain sediment runoff.
  - b. The Contractor shall inspect all temporary silt fences immediately after each rainfall and at least daily, during prolonged rainfall.
  - c. The Contractor shall immediately correct deficiencies.
  - d. The Contractor shall make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness.
  - e. Where a single fence is not adequate to handle the volume of silt or flows are not completely intercepted, additional silt fences shall be installed.
7. The Contractor shall remove and dispose of sediment deposits when the deposit approaches one-half the height of the fence.
8. The silt fence shall remain in place until the upstream surface is stabilized. Upon removal, the Contractor shall remove the silt fence, dispose of excess silt, and restore the disturbed area in accordance with Section 329219.

### 3.9 SEDIMENT REMOVAL

A. General

1. Sediment deposits shall be removed when:

- a. The deposits reach approximately one-half the height of a ditch check, straw bale barrier or silt fence.
  - b. The sediments have reduced the ponded volume of sediment basins to one-third of the original volume.
  - c. Requested by the Engineer.
- B. Sediment removed from erosion control features shall be deposited in a location where it will not erode into construction areas or watercourses.

**END OF SECTION 312500**

## SECTION 321313 – CONCRETE PAVING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section describes the following:
  - 1. Construction of non-reinforced portland cement concrete pavement and sidewalks on prepared subgrade or subbase as shown on plans and specified herein.
  - 2. Non-reinforced portland cement pavement includes deformed tie bars and joints; see Standard Drawings.
  - 3. Thickness of portland cement concrete pavement as shown on plans.
- B. Related work specified elsewhere:
  - 1. Section 013300: Submittals.
  - 2. Section 033000: Cast-in-Place Concrete.
  - 3. Section 311000: Site Preparation.
  - 4. Section 312323: Fill.

#### 1.2 SUBMITTALS

- A. Refer to Specification Section 03 30 00 for concrete submittal requirements and tests.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Concrete shall be in accordance with AASHTO M85 mix, modified as follows:
  - 1. Specific surface, fineness, for all Type I Portland cements shall not exceed 430 m<sup>2</sup>/kg using Air permeability test. Maximum fineness limits do not apply if the sum of C3S + 4.75C3A is less than or equal to 90.
  - 2. Type I (Portland Cement), 5,000 psi at 28 days, 4,000 psi at 7 days
  - 3. A Class 3 durability coarse aggregate shall be used.
  - 4. Entrained Air Content: 6.0% +/- 1.0%.
  - 5. Water Cement Ratio: 0.45
  - 6. Slump: 4" Maximum
  - 7. Minimum 517 pounds of cement per cubic yard.
- B. Admixtures:
  - 1. Air entraining: ASTM C260.
  - 2. Fly Ash: Type C, ASTM C618 and C494.
  - 3. Calcium chloride is not allowed.
  - 4. Other admixtures may be used subject to approval of Engineer in accordance with ASTM C494 or applicable standards.
- C. Fine Aggregate:

Passing 3/8-inch sieve	100
Passing No. 4 sieve	95-100
Passing No. 8 sieve	70-100
Passing No. 16 sieve	45-90
Passing No. 30 sieve	15-65
Passing No. 50 sieve	5-30

Passing No. 100 sieve 0-10

D. Coarse Aggregate:

Passing 3/4-inch sieve 100  
Passing 1/2-inch sieve 70-100  
Passing 3/8-inch sieve 30-70  
Passing No. 4 sieve 0-20  
Passing No. 8 sieve 0-6

E. Water: Clean and clear, free from salt, oil, acid, strong alkalis, vegetable matter, or other substances injurious to concrete; water may be heated for cold weather paving operations; anti-freezing agents not permitted.

F. Reinforcing Steel: Shall comply with Section 032000.

1. Dowel bars shall be number four (1/2"), be 24" long and placed at 18" on center (O.C.).
2. Dowel bar placement shall be at 40' maximum spacing and at all connections to existing pavement. Dowel bars shall also be placed at end of day's work.
3. When placed into existing concrete, dowel bars shall be drilled and epoxied into place. Epoxy shall be suitable for pavement applications.

G. Metal expansion tubes: fabricated steel tubes; provide tubes with internal diameter 1/16" larger than dowel bar; bar stop capable of withstanding 20 lb. push, minimum.

H. Metal keyways: fabricated 24 gauge sheet steel; provide lengths in multiples of tie bar spacing; punch to receive tie bars.

I. Supports for reinforcing steel:

1. Support tie bars as required to place and maintain correct location during construction.
2. Welded wire fabric supports: heavy gauge wire, welded or bent to form 4-legged chair; use only with permission of Engineer.
3. Support dowel bars at expansion and contraction joints.

J. Joint Filler: Preformed expansion joint filler: asphalt saturated fiber strips; AASHTO M213; furnish in strips of plan dimensions.

K. Concrete pavement joint sealer:

1. Joint filler shall be gray in color and for concrete pavement.
2. Backer rope: cellulose, cotton or plastic foam suitable for use with hot-poured sealer; size and compression such that it maintains position during filling operation.

L. Sidewalk joint sealer:

1. Joint sealer: gray, one-component, non-priming, self-leveling, pour grade, polyurethane joint sealer; ASTM C920-79, Type S, Grade P, Class 25 or FS TT-5-00230C, Type 1, Class A; Use in sidewalk joints adjacent to buildings and curb and gutter.

M. Liquid curing compound:

1. liquid membrane-forming curing compounds shall be in accordance with ASTM C 309.

2. After the free water has left the pavement surface, the entire surface shall be sealed by spraying with a uniform application of white pigmented membrane curing material. The contractor shall provide satisfactory equipment to ensure uniform mixture and coverage of curing material, without loss, on the pavement at the rate of not less than one gallon for each 200 square feet. If rain falls on the newly coated pavement before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the contractor shall apply additional curing material to the affected portions. All areas cut by finishing tools subsequent to the application of the curing material shall immediately be given new applications at the rate specified above.
- N. Plastic film: Polyethylene sheeting for curing Portland cement concrete shall be white and shall be in accordance with ASTM C 171.
- O. Fly ash: not acceptable for use after October 15 or prior to March 15.
- P. Burlap: AASHTO M182, Class 3.

## **2.2 STORAGE AND PROTECTION OF MATERIALS**

- A. All materials shall be stored at a certified ready-mix facility.

## **2.3 QUALITY CONTROL**

- A. Tests on trial batches and concrete placed at project site:
1. Slump: 4"
  2. Air Entrainment: 6.0% +/- 1.0%
  3. Minimum compressive strength: ASTM C39; 4,000 psi when tested at 7 days and 5,000 psi when tested at 28 days.
  4. Quantity of compression cylinders as specified in Section 033000 - Cast-in-Place Concrete; cast, protect and cure cylinders in accordance with ASTM C31; all concrete testing performed by ACI certified field testing technician per ASTM C94, Section 14.
  5. Unit weight of fresh concrete.

## **2.4 MIXING**

- A. Mix at batch plant, deliver to site in trucks with continuous mix.

# **PART 3 - EXECUTION**

## **3.1 SUBGRADE PREPARATION**

- A. Prepare subgrade or subbase as specified in Section 311000 – Site Preparation

## **3.2 PAVEMENT CONSTRUCTION**

- A. Setting and removing forms:
1. Forms shall be sufficiently supported to avoid displacement during paving operations. Both straight and curved forms shall be supported in such position that the face of the form shall be vertical on tangents and perpendicular to the superelevated section on curves. The top of the form shall not vary more than 1/8 inch from the true grade line during placing, compacting and finishing operations. The form alignment shall not vary more than 1/4 inch from the true alignment.

2. Forms shall be removed carefully to avoid damage to the concrete base or pavement. Honeycombed areas not rejected shall be immediately repaired. If the forms are removed less than 72 hours after placing concrete, the sides of the concrete shall be cured by one of the methods specified above. Any trench excavated for the forms shall be entirely backfilled so water will not stand next to the concrete base or pavement.
- B. Finishing: concrete shall be leveled with a bullfloat or scraping with a straightedge. The surface should be finished no more than necessary to remove irregularities. All edges, tooled joints and isolation joint should be rounded with the appropriate tools. As soon as the finished concrete has set sufficiently to maintain a texture, the surface shall be broomed to develop a skid-resistant surface and uniform appearance.
- C. Construct joints as shown on Drawings; seal as specified hereinafter.
1. Round edges of concrete adjacent to header boards and expansion joint material to 1/8" radius.
- D. Seal all joints before pavement is opened to Contractor's forces or general traffic; seal only dry and clean joint surfaces; slightly under-fill joints, keep sealer off of adjacent pavement.
1. Heat joint sealer to required temperature in thermostatically controlled heating kettle approved by Engineer; do not overheat.

### **3.3 CURING AND PROTECTION**

- A. Apply liquid curing compound in fine spray to form continuous, uniform film on surface and vertical edges of pavement and curbs.
- B. Concrete pavement less than 36 hours old shall be protected during cold weather as follows:
1. Use of insulated blankets to keep uncured concrete from freezing.
- C. Concrete damaged by excessive scaling, popouts, shrinkage cracks, rain or freezing shall be removed and replaced at Contractor's expense.

### **3.4 RESTRICTIONS**

- A. Weather:
1. Place no concrete when existing or forthcoming stormy or inclement weather prevents good workmanship, when subgrade is frozen or if air temperature is 38° F. or below and falling; use no aggregates containing frozen lumps.
  2. With favorable weather conditions, start paving operations when temperature of concrete delivered to subgrade is 40° F. or higher.
  3. Continue paving operations as long as concrete temperature requirement is met and air temperature remains above 38° F.
- B. Night Operation: only upon authorization by facility.
- C. Use of pavement:
1. Time for pavement for use will be determined by results of tests on cylinders taken during concrete placement.
  2. Pavement may be opened to Contractor's forces after 7 days for purpose of removing coverings and building shoulders if tests of cylinders from section show compressive strength of 4,000 psi or higher.

3. Open pavement to general traffic when authorized by Engineer.
5. Concrete placed in cold weather may require additional curing time, as directed by Engineer; keep all vehicles off pavement until such curing time has been completed.

### **3.5 DEFECTS**

- A. Pavement containing fractures, spalls, random cracks, significant popouts or shrinkage cracks, or other unacceptable defects: remove and replace at no cost to Owner; rout and seal all random cracks which develop prior to project completion.

**END OF SECTION 321313**

## **SECTION 321500 – AGGREGATE BASE COURSE**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Section includes:
  - 1. This section consists of furnishing, hauling, placing, compacting, and shaping to obtain desired cross-section and profile for crushed stone base and surface course for parking areas and for crushed stone surfaced roadways and driveways.
- B. Related Sections:
  - 1. Section 311000 – Site Preparation

#### **1.2 SUBMITTALS**

- A. Submit certification that aggregate source is approved by Engineer for material specified.
- B. Submit in accordance with Section 013300 – Submittals.

### **PART 2 – PRODUCTS**

#### **2.1 MATERIALS**

- A. Aggregate for Base Course: aggregate for base shall consist of crushed stone, sand and gravel or reclaimed asphalt or concrete. The aggregate shall not contain more than 15 percent deleterious rock and shale. The fraction passing the No. 40 sieve shall have a plasticity index not to exceed six. Any sand, silt and clay, and any deleterious rock and shale shall be uniformly distributed throughout the material.

Gradation:

Sieve	Percent by Weight Passing
1-inch	100 Passing
1/2-inch	60-90 Passing
No. 4	35-60 Passing
No.	30 10-35 Passing
No. 200	0-15

### **PART 3 – EXECUTION**

#### **3.1 PREPARATION**

- A. Subgrade preparation shall be prepared in accordance with these specifications and be to 95% Standard Proctor density.

#### **3.2 EQUIPMENT**

- A. Compaction Equipment:
  - 1. Be of such design that operation shall not disturb subgrade or subbase.
  - 2. Equipment may be used provided it is demonstrated that they will consistently produce specified density and gradation.
  - 3. Compaction equipment known as sheep-foot rollers shall not be used to compact base or surface material.



- B. Equipment for Applying Water: equipment shall be capable of uniformly spreading water without creating ponding.
- C. Proportioning Equipment: When base material is composed of more than one aggregate, proportioning equipment shall include system of calibrated gates.
- D. Spreading Equipment: Capable of uniformly spreading base material to required thickness.

### 3.3 CONSTRUCTION

- A. Construct crushed stone base on prepared subgrade or subbase in accordance with following requirements.
  - 1. Delivery of Base Material:
    - a. Pre-wet aggregate before delivery of aggregate to subbase.
    - b. Engineer may control rate of delivery of aggregate to reduce time aggregate will remain on subbase in uncompacted condition to practical minimum.
  - 2. Moisture Content:
    - a. At time base material is delivered to subbase, water shall be uniformly distributed throughout material so that all particles are uniformly wetted.
    - b. Amount of water shall be within 2.0 percentage points of amount determined as field optimum to produce maximum density, together with stability with field compaction procedure. Moisture content will usually be 85 to 90 percent of optimum.
    - c. Maintain moisture content in aggregate until compaction of base has been completed
  - 3. Spreading Aggregate:
    - a. Spread wetted base and surface material to width and depth that base will conform to desired profile and cross-section. Compacted thickness shall be a minimum 9 inches for base material and a minimum 6 inches for surface material with a total combined thickness of 15 inches.
    - b. Maximum compacted thickness of material that may be spread for compaction as single course will be limited to that which will be uniformly and satisfactorily compacted for full depth of such course by compaction equipment employed.
    - c. Spread so that uniformity of base and surface material and its moisture content is maintained. When spreader does not spread to full design width in one operation, Engineer may require special handling of center joint to avoid segregation. Special handling may include motor patrol cut of joint after initial compaction, followed by spreading cut material in path of second spreading operation.
    - d. Contractor shall be responsible for obtaining designated thickness and for application rates. Any course determined to be deficient in thickness may be corrected by increased thickness of subsequent lift of course; however, thickness of course of 1/2 or 3/8 in. mixture size shall not be increased by more than 1/4 in. to correct deficiency.
  - 4. Compaction:
    - a. Promptly after material has been spread, thoroughly and uniformly compact to not less than 95 percent of maximum density (Standard Proctor Test).

5. Aggregate Base Under Existing Pavement to be Replaced (subbase):
  - a. In areas where the existing pavement is to be replaced and the grade is altered, the difference shall be adjusted by the installation of additional aggregate base. This base material shall be compacted to a minimum of 95 percent of maximum density (Standard Proctor Test).
- B. On areas of pavement removal and replacement where the base has failed:
  - a. Upon the determination of the field inspector, the base has failed, the contractor shall remove the base and replace with a minimum of 6" of new base material. This base material shall be compacted to a minimum of 95 percent of maximum density (Standard Proctor Test). Prior to installation of the new base, the subgrade shall be compacted to a minimum of 95 percent of maximum density (Standard Proctor Test).

**END OF SECTION 321500**

## **SECTION 321623 - SIDEWALKS**

### **PART 1 - GENERAL**

#### **1.1 QUALITY ASSURANCE**

- A. Certification shall be provided by producer that Portland cement concrete furnished is in accordance with design mix specifications.
- B. Reference Standards:
  - 1. American Association of State Highway and Transportation Officials (AASHTO):
    - a. AASHTO M213-81 - Preformed Expansion Fillers for Concrete Paving and Structural Construction.
    - b. AASHTO M153-70 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Considerations.
    - c. AASHTO M148-82 - Liquid Membrane-Forming Compounds for Curing Concrete.

#### **1.2 SUBMITTALS**

- A. Submit in accordance with Section 013300 – Submittals Certification

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Concrete: Comply with Section 033000.
- B. Expansion Joint Filler: Grey joint filler

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Moisten subgrade prior to placing concrete.

#### **3.2 FORMING**

- A. Wood or metal, straight and sufficient length to resist springing, tipping or other displacement during process of depositing and consolidating concrete.
- B. Full depth of sidewalk 4 inch minimum or as shown on plans.
- C. Secure, stake, brace, and hold firmly to required line and grade, and sufficiently tight to prevent leakage of mortar.
- D. Clean and oil forms before placing concrete.

### 3.3 REINFORCING

- A. 4x4 welded wire fabric shall be placed on chairs to the mid-point of the sidewalk thickness.

### 3.4 INSTALLATION

- A. Forms shall be checked by Engineer before concrete is placed.
- B. Consolidate and spade sufficiently to bring mortar to surface. Strike off and float with wooden float.
- C. Steel trowel and brush surface before mortar is set.
- D. Before giving concrete final finish, check surface with 10-ft. straightedge. Correct variations in surface of more than 1 inch by adding or removing concrete while concrete is still plastic.
- E. Round edges of sidewalks along forms and joints with edger of 1/4 in. radius.

### 3.5 JOINTS

#### A. Contraction Joints:

1. Slot or groove at least 1-1/2 inches deep and 1/4 inch wide formed by inserting metal parting strip in concrete after it has been struck off and consolidated and while concrete will retain its shape and finish joint edge.
  - a. When approved by Engineer, contraction joint may be sawed. Saw joint at least 1-1/2 inches deep and 1/8 inch wide. Saw as soon as practicable after concrete has set sufficiently to preclude raveling during sawing and before any shrinkage cracking takes place in concrete.
2. Construct transverse joints at right angles to centerline of sidewalk and longitudinal joints parallel to sidewalk centerline.
3. Divide sidewalk into sections with contraction joints. Spacing shall be 5 feet as indicated on the plans or approved by the Engineer.
4. On slabs constructed in partial widths, place transverse joints in line with like joints in previously constructed slabs.

#### B. Expansion Joints:

1. Place 1 in. expansion joint filler between sidewalk and building or other rigid structure.
2. Extend expansion joint filler full depth of sidewalk with top slightly below finished surface of sidewalk.
3. On long lengths of sidewalk, 3/4 inch expansion joints shall be placed at minimum of 50-ft intervals.

#### C. Sidewalk Joint Sealer:

1. Joint sealer: gray, one-component, non-priming, self-leveling, pour grade, polyurethane joint sealer; ASTM C920-79, Type S, Grade P, Class 25 or FS TT-5-00230C, Type 1, Class A. Use in sidewalk joints adjacent to buildings and curb and gutter.

### **3.6 PROTECTION AND CURING**

- A. Erect and maintain suitable barricades as may be necessary to exclude traffic from newly constructed sidewalk. Sidewalk damaged by traffic or otherwise damaged prior to acceptance shall be repaired or replaced at expense of Contractor.
- B. After finishing, concrete shall be cured and protected utilizing curing compound in Section 321313.

**END OF SECTION 321623**

## **SECTION 329219-SEEDING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and Division Specification sections.

#### **1.2 DESCRIPTION OF WORK**

- A. Furnish all materials, labor, equipment and services necessary to perform all Work.
- B. Work included in this Section includes clearing of weeds, seed bed preparation, installation of turf reinforcement mat and seeding operations required for seeding of all disturbed areas of the project that are not to be paved.

#### **1.3 SPECIFICATIONS AND STANDARDS**

- A. U.S. Department of Agriculture: SRA 156 U.S. Department of Agriculture, Rules and Regulations under the Federal Seed Act.
- B. American Joint Committee on Horticultural Nomenclature Standard: 1942 Edition Standardized Plant Names.

#### **1.4 SUBMITTALS**

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Product Data: Submit data on seed to be sown.

### **PART 2 - PRODUCTS**

#### **2.1 SEED**

- A. All seed shall be furnished in sealed, standard containers, unless otherwise approved. Seed which has become wet, moldy, or otherwise damaged will not be acceptable.
- B. Each container of seed shall be fully labeled in accordance with the Federal Seed Act and seed certifications.
- C. Seed shall be Fescue, 97 percent pure live seed
- D. Tags for seed shall show type furnished. Upon acceptance of the seeded areas, a final check of total quantities of seed used will be made against total area seeded and if minimum rates of application or specified quantities have not been met, the Engineer will require distribution of additional quantities of these materials to make up minimum application specified.

#### **2.2 FERTILIZER**

- A. Fertilizer shall be uniform in composition, free-flowing, suitable for application with approved equipment and delivered to the site unopened in original containers each bearing the manufacturer's guaranteed analysis and in conformity with state fertilizer laws. Fertilizer shall contain the following minimum percentage of plant food by weight.
  - 1. 12 percent available nitrogen

2. 12 percent available phosphoric acid
  3. 12 percent available potash
- B. Fertilizer application rates shall be 600 pounds per acre.
- C. Fertilizer shall show grade furnished. Upon acceptance of the seeded areas, a final check of total quantities of fertilizer used will be made against total area seeded and if minimum rates of application or specified quantities have not been met, the Engineer will require distribution of additional quantities of these materials to make up minimum application specified.

## **PART 3 - EXECUTION**

### **3.1 GROUND PREPARATION**

- A. General: the ground areas are to be seeded and fertilized installation of seeding operations required for seeding of all disturbed areas of the project that are not to be paved. Equipment necessary for the proper preparation of the ground surface and for handling and placing all required materials shall be on hand, in good condition and shall be approved before the Work is started.
- B. Clearing: Prior to tillage, seeding or other specified operations, all vegetation which might interfere with the indicated treatment of the areas shall be mowed, grubbed, raked and the debris removed from the site. Prior to or during grading and tillage operations, the ground surface shall be cleared of materials which might hinder final operations. Areas which have been disturbed shall be finish graded.
- C. Tillage: After the areas required to be seeded have been brought to the finish grades as specified, they shall be thoroughly tilled to a depth of at least 6 inches by plowing, disking, harrowing or other approved methods until the condition of the soil is acceptable to the Engineer. Work shall be performed only during period when beneficial results are likely to be obtained. When conditions are such by reason of drought, excessive moisture, or other factors that satisfactory results are not likely to be obtained, Work shall be stopped. Work shall be resumed only when desired results are likely to be obtained.
- D. Leveling: Any undulations or irregularities in the surface resulting from tillage, fertilizing or other operations shall be leveled with a float drag before seeding operations are begun.
- E. Fertilizing: Fertilizer shall be distributed uniformly at the 13.77 pounds per 1,000 square feet over the areas to be seeded and shall be incorporated into the soil to a depth of at least 3 to 4 inches by disking, harrowing or other approved methods. The incorporation of fertilizer may be a part of the tillage operation hereinbefore specified. Distribution by means of an approved seed drill equipped to sow seed and distribute fertilizer at the same time will not be accepted. Fertilizer shall be incorporated into the soil a minimum of 10 days before seed is planted.
- F. Inspection: A minimum of 48 hours prior notice must be given to the Construction Administrator before fertilizing may commence.
- G. Planting Time: All seeding Work shall be done between the dates of March 15 to May 15 for spring planting and from August 15 to October 31 for fall planting except as otherwise directed in writing by the Construction Administrator.

### **3.2 SEEDING**

- A. General: Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rains, traffic, or other cause shall be reworked to restore the ground condition previously specified. Seed shall be planted by drill seeding.

- B. Drill Seeding: Seed shall be uniformly drilled to an average depth of ½ inch and at the rate of 8 pounds per 1,000 square feet using equipment having drills not more than 6 ½ inches apart. Row markers shall be used with the drill seeder.
- C. Rolling: Immediately after seeding, except for slopes 3 horizontal to 1 vertical and greater, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width. Do not roll areas seeded with seed drills equipped with rollers.
- D. Inspection: A minimum of 48 hours prior notice must be given to the Construction Administrator before seeding may commence.

### **3.3 INSTALLATION OF TURF REINFORCEMENT MAT**

- A. Mat shall be rolled out in place. Mat shall be applied without stretching and shall lie smoothly but loosely on the soil surface. The Contractor shall refer to the drawings provided by the manufacturer for details of Mat fastening.
- B. Application of the mat shall occur the same day that the seeding of an area has taken place.
- C. Mat completely cover all areas which are shown on the drawings to be protected. After installation, the entire area shall be rolled with a smooth roller weighing between 200 to 250 pounds. After rolling, the mat shall be in intimate contact with the soil surface at all points. Any clods, etc. which hold the fabric off the ground should be removed. The fabric shall be forced down into any depressions and held there with a staple.

### **3.4 MAINTENANCE**

- A. General: The project areas shall be kept clean at all times and care shall be taken that use of the premises shall not be unduly hampered by Work herein specified. The intent of this Section is to ensure a healthy, well-established turf, and prevent soil erosion in compliance with the Land Disturbance Permit issued by the Missouri Department of Natural Resources. The approved land disturbance permit is included in the Appendix of these Specifications.
- B. Responsibility: The Owner shall be responsible for maintenance of all seeded areas upon completion of seeding and general acceptance by the Construction Administrator.
- C. Damage: Damage to seeded areas during the project shall be repaired by the persons responsible for causing such damage.

### **3.5 GENERAL ACCEPTANCE**

- A. The Construction Administrator shall make an inspection of the seeded areas upon completion of seeding. Seeded areas shall be considered acceptable if the specified quantities of fertilizer & seed have been properly applied.

### **3.6 GUARANTEE**

- A. The Contractor is responsible for the proper application of the fertilizer & seeding. Watering, weeding, re-seeding, and mowing will be the responsibility of the Owner after the Construction Administrator approves Substantial Completion.

**END OF SECTION 329219**



## **SECTION 333000 - MANHOLES**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Manhole, precast wet wells, precast valve vaults and other appurtenances.
- B. Related Sections:
  - 1. Section 011000 - Summary of Work.
  - 2. Section 312319 - Dewatering.
  - 3. Section 312323 - Fill.

#### **1.2 SUBMITTALS**

- A. Submit product data under provisions of Section 013300.
- B. Submit product data for precast concrete structures.

#### **1.3 PROJECT RECORD DOCUMENTS**

- A. Accurately record locations of pipe runs, connections, manholes, cleanouts, wyes, tees, and invert elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

### **PART 2 – PRODUCTS**

#### **2.1 PIPE MATERIALS**

- A. Pipe materials are specified in Section 334000.

#### **2.2 MANHOLES**

- A. Conform to details on plans; use eccentric top except where noted or shown on plans.
- B. Diameter and thickness of base may be increased by Engineer due to poor foundation conditions.
- C. Standard Manholes:
  - 1. Reinforced, Precast Concrete Manhole Sections: ASTM C478.

2. Inside diameter 48 inch unless indicated otherwise.
3. Minimum wall thickness 5 inch.
4. Minimum reinforcing, 0.18 sq. in. per linear ft. of wall cross section.
5. Eccentric cone for manholes 6 ft. or deeper.
6. Joints: Double ring of preformed butyl rubber mastic joint sealant.
7. Heavy bitumastic coating 12 inches wide at all joints on outside of barrel.
8. Adjusting rings, 8" minimum.

D. Shallow Manholes:

1. Construct as specified for standard manholes.
2. Use for manholes 6 ft. or less in depth.
3. Reinforced precast concrete cover:
  - a. Type 1: Design for normal field loading, use where not subject to traffic.
  - b. Type 2: Design for AASHTO AS20 highway loadings; use for manholes subject to traffic.

E. Drop Connections:

1. Use for manholes where difference in elevation of connecting pipes is 2'0" or greater.
2. Conform to details shown on plans.

F. Manhole Bottoms:

1. Conform to details on plans.
2. Precast or poured without manhole section being embedded.
  - a. Place primed manhole section in bed of bituminous joint material.
  - b. Pour non-shrink concrete fillet around outside of manhole section.
3. Poured with manhole section embedded:
  - a. Embed 2 inches minimum.
4. Use flexible, water tight connections between pipe and manhole opening. Submit details to Engineer for review.

- G. Manhole Accessories:
1. Frame and Cover: as shown on Drawings.
  2. Watertight manhole frames: provide with gasket seal; anchor bolts (4 - 1" holes) are required. Contractor shall bolt frame and cover assembly to concrete structure. Cover shall be bolted and provided with locking device.
  3. Steps:
    - a. No Steps.
  4. Manhole chimney seal, external design. Seal to extend from flange of casting frame to 3 inches below adjusting ring.
    - a. Sleeve and Extension: Extruded high grade rubber conforming to ASTM C923.
    - b. Compression Bends: 16 gauge stainless steel conforming to ASTM A240, type 304.
    - c. Screws, Bolts or Nuts: Stainless steel type 304 conforming to ASTM F593 and 594.
- H. Internal - Non Shrink Grout - SonogROUT G.P., Sonopatch, SinkaGrout, MasterFlow or approved equal.
1. Apply to all manhole section joints and around pipe line entering manhole on interior of manhole.

## **PART 3 – EXECUTION**

### **3.1 MANHOLE INSTALLATION**

- A. Excavation: In order to permit the joints to be mortared properly and also to permit proper compaction of the backfill material, the excavation shall be made to a diameter of at least 2-feet greater than the outside diameter of the structure.
- B. Sub-base preparation: Adequate foundation for all manhole structures shall be obtained by removal and replacement of unsuitable material with well-graded granular material, by tightening with coarse ballast rock, or by such other means as provided for foundation preparation of the connected piping.
- C. Base installation (precast-base):
1. Well-graded granular bedding course conforming to the requirements for aggregate for trench backfill, not less than 6-inches in thickness and extending to the limits of the excavation, shall be firmly tamped and made smooth and level to assure uniform contact and support of the precast element.

2. Precast base section shall be carefully placed on the prepared bedding so as to be fully and uniformly supported in true alignment and making sure all entering pipes can be inserted on proper grade.
- D. Precast units with integral base:
1. Precast units may be constructed with a precast base section or a monolithic base structure as specified.
  2. Precast sections shall be placed and aligned to provide vertical sides and vertical alignment of the ladder rungs.
  3. Completed units shall be rigid, true to dimensions and shall be watertight.
  4. All lift holes on precast elements shall be completely filled with mortar.
  5. All joints between precast elements on manholes shall be made with an o-ring rubber or neoprene gasket.
- E. Inlet and outlet pipes:
1. Piping connections to manholes shall be made with molded PVC or rubber gaskets.
  2. Connection method shall guarantee a watertight seal.
- F. Placing castings:
1. Castings placed on concrete or masonry surface shall be set in full mortar beds.
  2. Mortar shall be mixed in proportion of one part cement to three parts sand, by volume, based on dry materials.
- G. Castings shall be set accurately to the finished elevation so no subsequent adjustment will be necessary.
- H. Manhole inverts:
1. Construct manhole flow channels of concrete, mortar or drain line pipe, which shall be of semicircular section conforming to the inside diameter changes in size or grade gradually, and changes in direction shall be by true curves.
  2. Provide such channels for all connecting pipes to each manhole and benching as shown on the Drawings.
- I. Jointing and plastering: Completely fill inside and outside of barrel's rubber gasket joints with mortar and leave smooth and free from surplus mortar on the inside of the manhole.
- J. Frames and covers:
1. Unless otherwise shown on the Drawings, set frames and covers in full mortar bed.

2. In paved areas, top of the cover will be flush with the finished pavement.
3. In unpaved areas, top of the cover will be 2-inches higher than finished grade.

K. Backfill:

1. Space between the sides of the excavation and the outer surfaces of the manhole shall be backfilled with aggregate for trench backfill if the manhole is in a pavement or if the nearest point of the excavation for the manhole falls within 2-feet of a structure.
2. Use backfill and compaction procedures as specified for the adjoining pipe.

L. Cleaning: All newly constructed manholes shall be cleaned of any accumulation of silt, debris or foreign matter of any kind and shall be free of such accumulations at the time of final inspection.

### 3.2 CONNECTION TO EXISTING MANHOLE

A. Pipe Connection:

1. Core all new openings in existing manholes unless otherwise specified in the contract documents or approved by the Engineer:
  - a. Excavate as required.
  - b. Divert flow as necessary. Obtain approval of the diversion plan from the Engineer. Maintain sanitary sewer service at all times unless otherwise specified in the contract documents.
  - c. Remove existing invert as necessary to install pipe at required elevation and develop hydraulic channel.
2. Cored opening:
  - a. Insert flexible watertight connector into new opening.
  - b. Install and tighten internal expansion sleeve to hold flexible connector in place.
  - c. Insert pipe through flexible connector and tighten external compression ring.
  - d. Do not grout opening or pour collar for cored opening with flexible connector.
2. Cut and chipped opening (knock-out): Use only when specified or allowed:
  - a. Saw opening to approximate dimensions with a masonry saw. Saw to depth sufficient to sever reinforcing steel.
  - b. Remove concrete and expand opening to a diameter at least 6 inches larger than the outside diameter of the new pipe.

- c. Cut off all reinforcing steel protruding from the structure wall.
- d. Remove existing concrete invert as required to accommodate new pipe.
- e. Insert pipe into structure and trim end flush with inside wall of structure.
- f. Install waterstop around new pipe centered within structure wall.
- g. Fill opening between structure and pipe with non-shrink grout.
- h. Construct concrete collar around pipe and exterior manhole opening.
  - i. For new pipes 12-inches or smaller, install two number 3 steel reinforcing hoops in collar around pipe. Pour concrete collar around pipe/structure junction to a minimum thickness and width of 6-inches.
  - ii. For new pipes larger than 12-inches, install two number 4 steel reinforcing hoops in collar around pipe. Pour concrete collar around pipe/structure junction to minimum thickness and width of 9-inches.
- i. Provide pipe joint, non-shear coupling, or other approved flexible coupling within 2-feet of structure wall to allow for differential settlement between the new sewer and the structure.
- j. Reconstruct structure invert to provide a well defined channel between pipes.

### **3.3 ADJUSTMENT OF EXISTING MANHOLE**

- A. Casting extension rings:
  - 1. Install casting extension rings only when specified in the Contract Documents, and only in conjunction with pavement overlays.
  - 2. Install according to the manufacturer's recommendation and adjust for proper alignment.
- B. Minor adjustment (adding or removing adjustment rings):
  - 1. Remove casting.
  - 2. Modify adjustment ring stack height by one of the following methods:
    - a. Add adjustment rings as necessary to adjust existing manhole or intake to finished pavement grade or finished topsoil grade, to a maximum ring stack height of 16-inches. Bed each concrete ring with bituminous jointing material. Bed each polyethylene ring with manufacturer's approved product.

- c. Remove one or more adjustment rings, as appropriate, to reduce casting elevation.
  2. Install new casting on modified adjustment ring stack. Existing casting may be reinstalled when specified in the Contract Documents.
  4. Replace chimney seal for sanitary sewer manhole using only new materials.
- C. Major adjustment (adding, removing, or modifying riser or cone Section): When adjustment is greater than can be accomplished through adding or removing adjustment rings, a major adjustment will be required:
1. Remove casting.
  2. Remove top.
  3. Remove and replace or modify existing riser section and/or top section, as appropriate.
  4. Install new frame and cover or grate. Existing casting may be reinstalled when specified in the Contract Documents.
  5. Replace chimney seal for sanitary sewer manhole using only new materials.

**END OF SECTION 333000**

## **SECTION 334000 - STORM WATER UTILITY SYSTEMS**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Storm drain piping, Culverts and accessories.
- B. Related Sections:
  - 1. Section 312317 – Trenching.
  - 2. Section 312323 – Fill.
  - 3. Section 333000 – Sanitary Utility Systems

#### **1.2 SUBMITTALS**

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Product Data:
  - 1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturer's catalog information.
- C. Manufacturer's Installation Instructions: Submit installation instructions for valves and accessories.
- D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Project Record Documents: Record actual locations of installed pipe.
- B. Operation and Maintenance Data: Submit spare parts list, exploded assembly views and recommended maintenance intervals.

#### **1.4 DELIVERY, STORAGE, AND HANDLING**

- A. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- B. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

#### **1.5 WARRANTY**

- A. Provide warranty per Division 00 – State of Missouri Contract Documents and Division



## **PART 2 – PRODUCTS**

### **2.1 PIPE MATERIALS**

- A. Use specific pipe material and applicable pipe classes shown on Drawings or as specified herein.
- B. Corrugated High-Density Polyethylene (HDPE):
  - 1. Use: Site Storm Water Drainage.
  - 2. Meets ASTM F2648 Requirements with ASTM F477 gaskets.
  - 3. Size and location as shown on Drawings.
  - 4. Fittings shall conform to ASTM F2306 for bell and spigot connections.
- C. Reinforced Concrete Pipe (RCP):
  - 1. Use: Gravity storm sewer piping.
  - 2. ASTM C76, Class III with Wall Type B.
  - 3. Joints: Tongue and groove.

### **2.2 MANHOLES**

- A. See Section 333000.

## **PART 3 – EXECUTION**

### **3.1 EXAMINATION**

- A. Section 013000 - Coordination.
- B. Verify excavations are to required grade, dry, and not over-excavated.

### **3.2 PREPARATION**

- A. Remove scale and dirt, on inside and outside, before assembly.

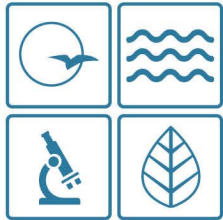
### **3.3 INSTALLATION**

- A. Before laying pipe, verify all measurements at site; make necessary field measurements to accurately determine make-up lengths to closures.
- B. Begin at lowest point in line.
- C. Lower pipe carefully into trench; lay true to line and grade.
- D. Pipe bedding, see detail on drawings.

E. Installation shall be in accordance with ASTM D2321.

**END OF SECTION 334000**

**APPENDIX A**  
**LAND DISTURBANCE PERMIT**



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

**Michael L. Parson**  
Governor

**Dru Buntin**  
Director

August 1, 2022

Leanne Mattern  
Office of Administration, Facilities Management Design & Construction  
Harry S. Truman SOB,  
301 West High Street, Room 730  
Jefferson City, MO 65102

Dear Permittee:

Pursuant to the Federal Water Pollution Control Act, under the authority granted to the State of Missouri and in compliance with the Missouri Clean Water Law, we have issued and are enclosing your Missouri State Operating Permit for Office of Administration, MOR-100038.

Please read and review your permit and attached Standard Conditions. They contain important information on site management and reporting requirements. Quarterly reports required by this report must be submitted through our eDMR system.

This permit may include requirements with which you may not be familiar. If you would like The Department of Natural Resources to meet with you to discuss how to satisfy the permit requirements, an appointment can be set up by contacting the permit writer at 573-526-1139. These visits are called Compliance Assistance Visits and focus on explaining the requirements to the permit holder.

This permit is both your Federal NPDES Permit and your new Missouri State Operating Permit and replaces all previous State Operating Permits issued for this facility under this permit number. In all future correspondence regarding this facility, please refer to your State Operating Permit number and facility name as shown on page one of the permit.

If you were adversely affected by this decision, you may be entitled to an appeal before the Administrative Hearing Commission (AHC) pursuant to 10 CSR 20-1.020 and 10 CSR 20-6.020; RSMo Section 621.250, 640.013, and 644.051.6. 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. Contact information for the AHC is: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102, phone: (573) 751-2422, fax: (573) 751-5018; website: <http://ahc.mo.gov/>.

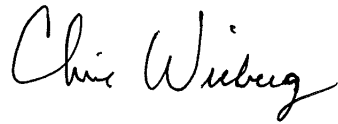


Office of Administration  
Page Two

Please be aware that this facility may also be subject to any applicable county or other local ordinances or restrictions. If you have any questions concerning this permit, please do not hesitate to contact the Water Protection Program at P.O. Box 176, Jefferson City, MO 65102, 573-522-4502.

Sincerely,

WATER PROTECTION PROGRAM

A handwritten signature in black ink that reads "Chris Wieberg". The signature is written in a cursive style with a large initial "C" and a long, sweeping underline.

Chris Wieberg  
Director

CW/qs

Enclosure

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 as set forth herein.

### **FACILITY DESCRIPTION** All Outfalls SIC #1629

All Outfalls - Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling and other activity that results in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution of waters of the state)

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>



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

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 report 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**

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