

PROJECT MANUAL

Replace Parking Lot

Missouri State Highway Patrol-Troop A Supersite

Lee's Summit, Missouri

Designed By: Office of Administration, Division of Facilities
Management Design and Construction (OA-FMDC),
Project Design Unit (PDU)
301 W. High Street, Room 780
Jefferson City, Missouri 65101

Date Issued: January 5, 2024

STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION
Facilities Management, Design & Construction

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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:
 - 1. Sheet G001 Cover Sheet
 - 2. Sheet G002 Drainage Area
 - 3. Sheet G003 Drainage Plan
 - 4. Sheet G004 Dimension Plan
 - 5. Sheet C100 Existing Plan & Phasing Plan
 - 6. Sheet C101 Repaving Plan
 - 7. Sheet C102 French Drain & Paint
 - Marking Plan
 - 8. Sheet C103 Details

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. Replace Parking Lot
Missouri State Highway Patrol-Troop A Supersite
Lee's Summit, Missouri
Project No.: R2334-01

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, February 15, 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 replacing all existing asphalt paving with concrete paving, replace and grade all existing granular fill as required to improve surface drainage, replace all existing concrete curb and gutter, (existing drop inlets to remain), replace all existing sidewalks, install 3 new flagpoles, reinstall benches, ADA upgrades, bollards installation, pavement markings, french drains and a trash screen.
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**
- C. ****NOTE:** Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 PRE-BID MEETING:

- A. Place/Time: 10:00 AM, February 1, 2024, at 1950 NE Independence Avenue, Lee's Summit, Missouri 64064
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:

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

7.0 POINT OF CONTACT:

- A. Designer: Office of Administration, Facilities Management Design and Construction (OA-FMDC), Project Design Unit (PDU), Michael Berendzen, 573-751-7095, email: Michael.Berendzen@oa.mo.gov
- B. Project Manager: Scott Zeller, 573-751-2668, email: 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.

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 ; April Howser: 573-751-0053, April.Howser@oa.mo.gov ; or Mandy Roberson: 573-522-0074, 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.

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***

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 Public Safety.

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: **Replace Parking Lot
Missouri State Highway Patrol-Troop A Supersite
Lee's Summit, Missouri**

Project Number: **R2334-01**

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

ARTICLE 2. TIME OF COMPLETION

The contract performance time is **160 working days** from the transmittal date of this agreement. The contract completion date is **MONTH, DAY, YEAR**. This time includes ten (10) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the ten (10) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner issues a written Notice to Proceed and must commence within seven (7) working days thereafter.

ARTICLE 3. LIQUIDATED DAMAGES

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

ARTICLE 4. CONTRACT SUM

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

Base Bid: \$

TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

ARTICLE 5. PREVAILING WAGE RATE

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

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

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

PRINT NAME & SIGNATURE

DATE

--

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER SEAL

STATE OF

COUNTY (OR CITY OF ST. LOUIS)

USE RUBBER STAMP IN CLEAR AREA BELOW

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

as principal, and _____

_____ as Surety, are held and firmly bound unto the

STATE OF MISSOURI. in the sum of _____ Dollars (\$ _____)

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the _____

day of _____, 20_____, enter into a contract with the State of Missouri for

(Insert Project Title and Number)

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

AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this _____ day of _____, 20 ____.

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

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

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

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

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

Sample Sample will be sent, if requested

QUALITY COMPARISON

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

PREVIOUS INSTALLATIONS

PROJECT	ARCHITECT/ENGINEER	DATE INSTALLED
LOCATION		

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

YES NO

IF YES, EXPLAIN

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

YES NO

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

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

BIDDER/CONTRACTOR

DATE

REVIEW AND ACTION

Resubmit Substitution Request with the following additional information:

Substitution is accepted.

Substitution is accepted with the following comments:

Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



PROJECT NUMBER

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"/> FINAL	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 EMBOSSEER 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)		USE RUBBER STAMP IN CLEAR AREA BELOW

FILE: Closeout Documents

GENERAL CONDITIONS

INDEX

ARTICLE:

1. General Provisions

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

2. Owner/Designer Responsibilities

3. Contractor Responsibilities

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

4. Changes in the Work

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

5. Construction and Completion

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

6. Bond and Insurance

- 6.1. Bond
- 6.2. Insurance

7. Termination or Suspension of Contract

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

SECTION 007213 - GENERAL CONDITIONS

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

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

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

8. **"INCIDENTAL JOB BURDENS"**: Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.
9. **"JOINT VENTURE"**: An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.
10. **"OWNER"**: Whenever the term "Owner" is used, it shall mean the State of Missouri, acting by and through the Office of Administration, Division of Facilities Management, Design and Construction.
11. **"PROJECT"**: Wherever the term "Project" is used, it shall mean the work required to be completed by the construction contract.
12. **"PROJECT MANUAL"**: The "Project Manual" shall consist of Introductory Information, Invitation for Bid, Instructions to Bidders, Bid Documents, Additional Information, Standard Forms, General Conditions, Supplemental General Conditions, General Requirements and Technical Specifications.
13. **"SUBCONTRACTOR"**: Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.
14. **"WORK"**: All supervision, labor, materials, tool, supplies, equipment, and any incidental operations and/or activities required by or reasonably inferable from the Contract Documents necessary to construct the Project and to produce the results intended by the Contract Documents in a safe, expeditious, orderly, and workmanlike manner, and in the best manner known to each respective trade.
15. **"WORKING DAYS"**: are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

- A. In case of discrepancy between drawings and specifications, specifications shall govern. Should discrepancies in architectural drawings, structural drawings and mechanical drawings occur, architectural drawings shall govern and, in case of conflict between structural and mechanical drawings, structural drawings shall govern.
- B. Specifications are separated into titled divisions for convenience of reference only and to facilitate letting of contracts and subcontracts. The Contractor is responsible for establishing the scope of work for subcontractors, which may cross titled divisions. Neither the Owner nor Designer will establish limits and jurisdiction of subcontracts.
- C. Figured dimensions take precedence over scaled measurements and details over smaller scale general drawings. In the event of conflict between any of the documents contained within the contract, the documents shall take precedence and be controlling in the following sequence: addenda, supplementary general conditions, general conditions, division 1 specifications, technical division specifications, drawings, bid form and instructions to bidders.
- D. Anything shown on drawings and not mentioned in these specifications or vice versa, as well as any incidental work which is obviously necessary to complete the project within the limits established by the drawings and specifications, although not shown on or described therein, shall be performed by the Contractor at no additional cost as a part of his contract.
- E. Upon encountering conditions differing materially from those indicated in the contract documents, the Contractor shall promptly notify the Designer and Construction Representative in writing before such conditions are disturbed. The Designer shall promptly investigate said conditions and report to the Owner, with a recommended course of action. If conditions do materially differ and cause an increase or decrease in contract cost or time required for completion of any portion of the work, a contract change will be initiated as outlined in Article 4 of these General Conditions.
- E. Only work included in the contract documents is authorized, and the Contractor shall do no work other than that described therein or in accordance with appropriately authorized and approved contract changes.

ARTICLE 1.3 - COMPLIANCE WITH LAWS, PERMITS, REGULATIONS AND INSPECTIONS

- A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes (other than licensing of trades), and other like ordinances are not applicable to construction on Owner's property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision, authority, obtain construction permits or any other licenses (other than licensing of trades) or permits from or submit to inspections by any municipality or political subdivision relating to the construction for this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.
- B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.
- D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.
- E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall

forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

1. Against recipients of service on the basis of race, color, religion, national origin, sex, disability or age.
2. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex or otherwise qualified disability status.
3. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such Contractor employs at least 20 persons.
4. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

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

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

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

1. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2. The identification of a person designated to handle affirmative action;
3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion and discipline;
4. The exclusion of discrimination from all collective bargaining agreements; and
5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

insurance contract, or any other contract pertaining to the project.

ARTICLE 1.6 - PATENTS AND ROYALTIES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liabilities of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.
- B. If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

- A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes and Cumulative Supplements.
- B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be

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

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

ARTICLE 1.8 - COMMUNICATIONS

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

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

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

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

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

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

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

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

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

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

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

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

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

ARTICLE 3.2 -- SUBMITTALS

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

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

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

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

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

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

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

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

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

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

B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

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

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

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

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

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

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

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

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

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

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

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE 3.7 -- SUBCONTRACTS

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

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

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

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

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

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

passed through to the Owner by the subcontractor and Contractor; and (e) in no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty-five percent (25%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.

3. The Contractor will be allowed to add the cost of Contractor's payment and performance bonding, builder's risk insurance, and general liability insurance to their cost of work. The above listed bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.
 4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.
 5. The percentage(s) for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be the same as those for additive Contract Changes provided above.
- E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.
- F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner's Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.
- G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for

compensation for such emergency work in writing to the Owner's Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

- A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:
1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
 2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
 3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.
- B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:
1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR
 2. Labor strikes or acts of God occur, OR
 3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.
- C. No time extension or compensation will be provided for delays caused by or within the control of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.
- D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner's Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by

the Contractor of any claim. Requests for extensions of time shall be for working days only.

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

- A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:
1. Contract;
 2. Performance/payment bond as described in Article 6.1;
 3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.
 4. Written Affirmative Action Plans as required in Article 1.4.
- Above referenced items must be received by the Owner within ten (10) working days after the effective date of the contract. If not received, the Owner may treat the failure to timely submit them as a refusal by the Contractor to accept a contract for this work and may retain as liquidated damages the Contractor's bid bond, cashier's check or certified check as provided in the Instructions to Bidders. Upon receipt the Owner will issue a "Notice to Proceed" with the work to the Contractor.
- B. Within the time frame noted in Section 013200 - Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.
- C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction's "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.

ARTICLE 5.2 -- PROJECT CONSTRUCTION

- A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 013200 – Schedules.
- B. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any worker, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

ARTICLE 5.3 -- PROJECT COMPLETION

- A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
 1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
 - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
 - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
 - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working days notice before the inspection shall be performed.
 2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the

Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.

3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer's and Owner's costs of re-inspection, including time and travel.
- B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner's best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.
- C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor's estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the

approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.

- D. Liquidated Damages. Contractor agrees that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in this contract for each work day after the Contract Completion Day on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.
- E. Early Completion. The Contractor has the right to finish the work before the contract completion date; however, the Owner assumes no liability for any hindrances to the Contractor unless Owner caused delays result in a time extension to the contract completion date. The Contractor shall not be entitled to any claims for lost efficiencies or for delay if a Certificate of Substantial Completion is given on or before the Contract Completion Date.

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

"Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:

1. Updated construction schedule
 2. Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project
- B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.
- C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.
- D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:
1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
 2. Delivery is made in accordance with the time frame on the approved schedule.
 3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.
 4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.
- E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage,

of major equipment and material stored off the site if all of the following conditions are met:

1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
 2. Materials stored in one location off site are valued in excess of \$25,000.
 3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
 4. The materials are stored in a facility approved and inspected, by the Construction Representative.
 5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or items. The cost of corrective action(s) shall be borne by the Contractor.
 2. A reasonable doubt that this contract can be completed for the unpaid balance.
3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
 4. Failure of the Contractor to update the construction schedule.
- When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.
- H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.
1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.
 2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
 - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.

- b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor
 - c) Certified copies of all payrolls
 - d) As-built drawings
3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.
 4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.
 5. The value of all unused unit price allowances and/or 150% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

- A. Contractor shall furnish a performance/payment bond in an amount equal to 100% of the contract price to guarantee faithful performance of the contract and 100% of the contract price to guarantee the payment of all persons performing labor on the project and furnishing materials in connection therewith under this contract as set forth in the standard form of performance and payment bond included in the contract documents. The surety on such bond shall be issued by a surety company authorized by the Missouri Department of Insurance to do business in the state of Missouri.
- B. All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.

ARTICLE 6.2 – INSURANCE

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

Commercial General Liability, ISO coverage form number or equivalent CG 00 01 ("occurrence" basis), or I-SO coverage form number CG 00 02, or ISO equivalent.

If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows: Premises/Operations; Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.
 2. Automobile Liability

Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".
 3. Workers' Compensation and Employer's Liability

Statutory Workers' Compensation Insurance for Missouri and standard Employer's Liability Insurance, or the authorization to self-insure for such liability from the Missouri Division of Workers' Compensation.
 4. Builder's Risk or Installation Floater Insurance

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

to Contractor and Owner as their respective interests may appear.

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

C. Minimum Limits of Insurance

1. General Liability

Contractor

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

\$2,000,000 annual aggregate

2. Automobile Liability

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

3. Workers' Compensation and Employers Liability

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

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

D. Deductibles and Self-Insured Retentions

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

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

performance of services or the delivery of goods called for by the Contract.

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

Prior to Owner issuing a Notice to Proceed, the Contractor shall furnish the Owner with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its

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

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

2. In the event the Owner suspends Contractor's right to proceed with the work or terminates the contract, the Owner may demand that the Contractor's surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety's failure or refusal to do so within ten (10) consecutive calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.
- B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.
- C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.
- D. In exercising Owner's right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the work.
- E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.
- F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date

of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

ARTICLE 7.3 -- FOR CONVENIENCE

- A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner's convenience. Notification of a termination or suspension shall be in writing and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.
- B. Upon receipt of notification, the Contractor shall:
 1. Cease operations when directed.
 2. Take actions to protect the work and any stored materials.
 3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.
 4. Terminate all existing subcontracts, rentals, material, and equipment orders.
 5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.
 6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.
- C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

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

2.0 CONTACTS:

Designer: Michael Berendzen and/or Larry Block
Office of Administration, Facilities Management Design and Construction (OA-FMDC),
Project Design Unit (PDU)
301 W. High Street, Room 780
Jefferson City, Missouri 65101
Telephone: 573-751-7095, 573-526-6270
Email: Michael.Berendzen@oa.mo.gov, Larry.Block@oa.mo.gov

Construction Representative: Ricky Howard
Division of Facilities Management, Design and Construction
2190 NW Highway K
Urich, Missouri 64788
Telephone: 816-329-0201
Email: Ricky.Howard@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

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

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.

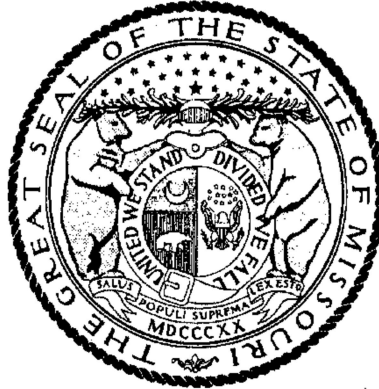
5.0 SAFETY REQUIREMENTS

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 048
JACKSON 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	\$68.67
Boilermaker	\$38.37*
Bricklayer	\$60.27
Carpenter	\$61.82
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$55.22
Plasterer	
Communications Technician	\$60.34
Electrician (Inside Wireman)	\$69.22
Electrician Outside Lineman	\$59.91
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$102.69
Glazier	\$58.17
Ironworker	\$68.53
Laborer	\$49.56
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.80
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$61.54
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.40
Plumber	\$76.04
Pipe Fitter	
Roofer	\$59.33
Sheet Metal Worker	\$72.78
Sprinkler Fitter	\$75.09
Truck Driver	\$52.39
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
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.98
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$87.19
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.25
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.85
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.18
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 parking lot pavement replacement.
 - 1. Project Location: Troop A Super Site, 1950 NE Independence Avenue, Lee's Summit, Missouri.
 - 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 05 January 2024 were prepared for the Project by State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Project Design Unit, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.

- C. The Work consists of the following.

MVI Site:

- 1. Replace all existing asphalt paving with concrete paving.
- 2. Replace all existing granular fill. Grade new granular fill as required to improve surface drainage.
- 3. Replace all existing concrete curb and gutter. Existing drop inlets to remain.
- 4. Replace all existing sidewalks.
- 5. Install two (2) new 25' flagpoles and one (1) new 30' flagpole where shown. Install new ground light at base of 30' flagpole.
- 6. Reinstall benches where shown.
- 7. Install four (4) new ADA parking signs as shown. Reinstall all other signs that have been removed to allow for repaving work.
- 8. Install bollard covers on all new and existing bollards.
- 9. Paint markings for parking and testing on new paving.
- 10. Excavate and create french drain at building entrance where shown.
- 11. Replace threshold of exterior double-door to storage room.
- 12. Construct trash screen.

CDL Site:

- 1. Replace a portion of the concrete curb and gutter where shown.

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

1.3 WORK SEQUENCE

- A. The Work will be conducted in six (6) phases.
 - 1. See Sheet C-100 Phasing Plan for progression of work. Do not proceed to next phase until previous phase is substantially complete.

1.4 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Existing Building: Protect the existing building throughout the construction period. Repair damage cause by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.5 OCCUPANCY REQUIREMENTS

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

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. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Weather allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.

1.3 WEATHER ALLOWANCE

- A. Included within the completion period for this project are a specified number of “bad weather” days (see Schedule of Allowances).
- B. In the event weather conditions preclude performance of critical work activities for 50% or more of the Contractor’s scheduled workday, that day shall be declared unavailable for work due to weather (a “bad weather” day) and charged against the above allowance. Critical work activities will be determined by review of the Contractor’s current progress schedule.
- C. The Contractor’s Representative and the Construction Representative shall agree monthly on the number of “bad weather” days to be charged against the allowance. This determination will be documented in writing and be signed by the Contractor and the Construction Representatives. If there is a failure to agree on all or part of the “bad weather” days for a particular month, that disagreement shall be noted on this written document and signed by each party’s representative. Failure of the Contractor’s representative to sign the “bad weather” day documentation after it is presented, with or without the notes of disagreement, shall constitute agreement with the “bad weather” day determination contained in that document.
- D. There will be no modification to the time of contract performance due solely to the failure to deplete the “bad weather” day allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

- A. Weather Allowance: Included within the completion period for this Project is twelve (12) “bad weather” days.

END OF SECTION 012100

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
 - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
 - 2. Division 1, Section 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-1: 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-2: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components including mechanical and electrical.
- C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Startup and adjustment of systems.
 8. Project Closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
- B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 PROJECT MEETINGS

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

- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
 - 1. Minutes: Designer will record and distribute to Contractor the meeting minutes.

- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
 - a. Contract Documents
 - b. Options
 - c. Related RFIs
 - d. Related Change Orders
 - e. Purchases
 - f. Deliveries
 - g. Submittals
 - h. Review of mockups
 - i. Possible conflicts
 - j. Compatibility problems
 - k. Time schedules
 - l. Weather limitations
 - m. Manufacturer's written recommendations
 - n. Warranty requirements
 - o. Compatibility of materials
 - p. Acceptability of substrates
 - q. Temporary facilities and controls
 - r. Space and access limitations
 - s. Regulations of authorities having jurisdiction
 - t. Testing and inspecting requirements
 - u. Installation procedures
 - v. Coordination with other Work
 - w. Required performance results
 - x. Protection of adjacent Work

- y. Protection of construction and personnel
3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
 6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.
 7. Project name
 8. Name and address of Contractor
 9. Name and address of Designer
 10. RFI number including RFIs that were dropped and not submitted
 11. RFI description
 12. Date the RFI was submitted
 13. Date Designer's response was received
 14. Identification of related DSI or Proposal Request, as appropriate

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
 - 1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.
 - 2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited
- B. Support: E-Builder® will provide on-going support through on-line help files.
- C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
- D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files
- E. Authorized Users: Access to the web site will be by individuals who are authorized users.
 - 1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: <https://oa.mo.gov/facilities/vendor-links/contractor-forms>. Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.
 - 2. Authorized users will be contacted directly and assigned a temporary user password.
 - 3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
- F. Administrative Users: Administrative users have access and control of user licenses and all posted items. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS

IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

- G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:
1. Document Integrity and Revisions:
 - a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
 - b. The system shall make it easy to identify revised or superseded documents and their predecessors.
 - c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.
 2. Document Security:
 - a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!**
 3. Document Integration:
 - a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.
 4. Reporting:
 - a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.
 5. Notifications and Distribution:
 - a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
 6. Required Document Types:

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

- H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
- 1. 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.
 - 2. 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.
 - 3. 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 with high-speed Internet access, i.e. DSL, local cable company's Internet connection, or T1 connection.
 - a. The normal work location is the place where the user is assigned for more than one-half of his time working on this project.
 - 2. Each of the above referenced computer systems shall have the following minimum system and software requirements:
 - a. 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.
 - b. Desktop configuration (Laptop configurations are similar and should be equal to or

exceed desktop system.)

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

SECTION 013200 - SCHEDULE-BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

- A. The Contractor shall submit to the Designer, within ten (10) working days following the Notice to Proceed, a Progress Schedule including Schedule of Values showing the rate of progress the Contractor agrees to maintain and the order in which he proposed to carry out the various phases of Work. No payments shall be made to the Contractor until the Progress Schedule has been approved by the Owner.
 - 1. The Schedule of Values must have the following line items included with the value of the item as indicated below:
 - a. O&M's (Owner's Manual)
 - 1) \$1,000,000.00 (One million) and under – 2% of the total contract amount
 - 2) Over \$1,000,000.00 (One million) – 1% of the total contract amount
 - b. Close Out Documents
 - 1) \$1,000,000.00 (One million) and under – 2% of the total contract amount
 - 2) Over \$1,000,000.00 (One million) – 1% of the total contract amount
 - c. General Conditions
 - 1) No more than 10%
- B. The Contractor shall submit an updated Schedule for presentation at each Monthly Progress Meeting. The Schedule shall be updated by the Contractor as necessary to reflect the current Schedule and its relationship to the original Schedule. The updated Schedule shall reflect any changes in the logic, sequence, durations, or completion date. Payments to the Contractor shall be suspended if the Progress Schedule is not adequately updated to reflect actual conditions.

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

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

- A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed, horizontal bar chart-type Contractor’s Construction Schedule. The Contractor for general construction shall prepare the Construction Schedule for the entire Project. The Schedule shall show the percentage of work to be completed at any time, anticipated monthly payments by Owner, as well as significant dates (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) which shall serve as check points to determine compliance with the approved Schedule.
 - 1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
 - a. If practical, use the same Schedule of Values breakdown for schedule time bars.
 - 2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.
 - 3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.
 - 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 - 5. Coordinate the Contractor’s Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
 - 6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
 - 1. Requirement for Phased completion
 - 2. Work by separate Contractors
 - 3. Work by the Owner
 - 4. Pre-purchased materials
 - 5. Coordination with existing construction
 - 6. Limitations of continued occupancies
 - 7. Un-interruptible services
 - 8. Partial Occupancy prior to Substantial Completion
 - 9. Site restrictions
 - 10. Provisions for future construction

11. Seasonal variations
 12. Environmental control
- C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:
1. Subcontract awards
 2. Submittals
 3. Purchases
 4. Mockups
 5. Fabrication
 6. Sample testing
 7. Deliveries
 8. Installation
 9. Testing
 10. Adjusting
 11. Curing
 12. Startup and placement into final use and operation
- D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a “major area” is a story of construction, a separate building, or a similar significant construction element.
1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Structural completion.
 - b. Permanent space enclosure
 - c. Completion of mechanical installation
 - d. Completion of the electrical portion of the Work
 - e. Substantial Completion

3.3 SCHEDULE OF SUBMITTALS

- A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.
- B. Prepare the schedule in chronological order. Provide the following information
1. Scheduled date for the first submittal
 2. Related Section number
 3. Submittal category
 4. Name of the Subcontractor
 5. Description of the part of the Work covered
 6. Scheduled date for resubmittal
 7. Scheduled date for the Designer’s final release or approval
- C. Distribution: Following the Designer’s response to the initial submittal schedule, print and

distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated.

1. Post copies in the Project meeting room and temporary field office.
 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

3.4 SCHEDULE OF INSPECTIONS AND TESTS

- A. Prepare a schedule of inspections, tests, and similar services required by the Contract Documents. Submit the schedule with (15) days of the date established for commencement of the Contract Work. The Contractor is to notify the testing agency at least (5) working days in advance of the required tests unless otherwise specified.
- B. Form: This schedule shall be in tabular form and shall include, but not be limited to, the following:
1. Specification Section number
 2. Description of the test
 3. Identification of applicable standards
 4. Identification of test methods
 5. Number of tests required
 6. Time schedule or time span for tests
 7. Entity responsible for performing tests
 8. Requirements for taking samples
 9. Unique characteristics of each service
- C. Distribution: Distribute the schedule to the Owner, Architect, and each party involved in performance of portions of the Work where inspections and tests are required.

END OF SECTION 013200

SECTION 013300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTAL PROCEDURES

- A. The Contractor shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in Part 3.1 of this section and elsewhere in the Contract Documents. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

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

1.4 SHOP DRAWINGS

- A. Comply with the General Conditions, Article 3.2.

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

- C. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings including the following information:
 - 1. Dimensions
 - 2. Identification of products and materials included by sheet and detail number
 - 3. Compliance with specified standards
 - 4. Notation of coordination requirements
 - 5. Notation of dimensions established by field measurement

6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8½”x11,” but no larger than 24”x36”.

1.5 PRODUCT DATA

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

1.6 SAMPLES

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

as delivered and installed.

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

1.7 QUALITY ASSURANCE DOCUMENTS

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

4. The Contractor shall take four (4) site photographs from differing directions and a minimum of five (5) interior photographs indicating the relative progress of the Work.

1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

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

SPECIFICATION SECTION	TITLE	CATEGORY
013200	SCHEDULES	CONSTRUCTION SCHEDULE
013200	SCHEDULES	SCHEDULE OF VALUES
013200	SCHEDULES	LIST OF SUBCONTRACTORS
013200	SCHEDULES	MAJOR MATERIAL SUPPLIERS
321313	CONCRETE TESTING	TEST REPORTS

END OF SECTION 013300

SECTION 013513.25 - SITE SECURITY AND HEALTH REQUIREMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

- A. The Contractor shall arrange with Facility Representatives to establish procedures for the controlled entry of workers and materials into the work areas at the Facility.
- B. The Contractor shall establish regular working hours with Facility Representatives. The Contractor must report changes in working hours or overtime to Facility Representatives and obtain approval twenty-four (24) hours ahead of time. The Contractor shall report emergency overtime to Facility Representatives as soon as it is evident that overtime is needed. The Contractor must obtain approval from Facility Representatives for all work performed after dark.
- C. The Contractor shall provide the name and phone number of the Contractor's employee or agent who is in charge onsite; this individual must be able to be contacted in case of emergency. The Contractor must be able to furnish names and address of all employees upon request.
- D. All construction personnel shall visibly display issued identification cards.

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
 - 1. Onsite burning is prohibited.

2. The Contractor shall store all flammable or hazardous materials in proper containers located outside the buildings or offsite, if possible.
 3. The Contractor shall provide and maintain, in good order, during construction fire extinguishers as required by the National Fire Protection Association. In areas of flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-pound dry chemical extinguishers shall be provided.
- B. The Contractor shall not obstruct streets or walks without permission from the Owner's Construction Representative and Facility Representatives.
 - C. The Contractor's personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.
 - D. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers, and shall not dispose of volatile wastes or oils in storm or sanitary drains.
 - E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste, and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.
 - F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner's Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.
 - G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.
 - H. Alcoholic beverages or illegal substances shall not be brought upon the Facility premises. The Contractor's workers shall not be under the influence of any intoxicating substances while on the Facility premises.

3.3 MSHP SECURITY CLEARANCE REQUIREMENTS

- A. Contractor Background Screening Policy: As a normal business activity, the Missouri State Highway Patrol (MSHP) may contract with external companies to perform various duties for the Missouri State Highway Patrol. Any personnel working for a contractor, and who has access to criminal justice information is required to pass a background check prior to beginning work on the contract. A contractor's proposed candidate may also be required to undergo a MSHP approved drug screening. This background check requirement will be included as part of all PAQs or solicitations for bids. The contract/PAQ award is contingent upon the proposed candidate background checks being completed.
- B. This background check will include, but not be limited to, state of residency and national fingerprint-based record checks. If the proposed candidate lives outside the United States, the contractor will submit similar documentation from their respective country. Qualification to work on contract will be based upon the following criteria:

1. A felony conviction or guilty plea will be an automatic disapproval of the candidate.
 2. Any conviction whether misdemeanor or felony, involving violence, crimes against children, and all sexual crimes regardless of timeframe will be an automatic disapproval of the candidate.
 3. Candidates will be disqualified if it is confirmed there are outstanding arrest warrants for the candidate.
 4. Any other misdemeanor convictions and guilty pleas may be considered for automatic disapproval. The State CSO (CJIS Security Officer) has final authority regarding if the nature or severity of the misdemeanor offense(s) does or does not warrant a disqualification.
- C. For misdemeanors, consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. Time and severity of crime may also be considered as factors in a disqualification. Candidates may submit a written request for waiver through their contracting company if they have been disapproved and wish to contest the decision. The request will need to explain the circumstances of the crime and justification for a waiver.
- D. Contractors will be required to undergo a background check at a minimum once every five years. If there is a significant gap between contracts, candidates may be required to undergo a background check before working under a new contract.
- E. The CSO or their designee will maintain a list of contractors who have been approved to work at the MSHP.
- F. If a candidate goes through a background check with one contractor and then goes to work at a different contractor, the candidate will not be required to undergo a separate background check unless the timeframe exceeds five-year limit.
- G. The CSO for the MSHP has the right to approve or disapprove any candidate and has the right to revoke a candidate's approval at any time.
- H. The FBI CJIS Security Policy requires the MSHP to conduct background checks on all contractors needing MSHP access.
- I. Contractors working on-site and/or need escorted access are required to provide name, date of birth and social security number to enable the MSHP to run a name based background check prior to their arrival on-site.
- J. Contractors working on-site with unescorted access and/or need access to our network are required to submit fingerprints. Required fields for print cards are as follows:
1. ORI: MOMHP0070
 2. OCA: CONTRACTOR
 3. Employer and Address: COMPANY NAME AND ADDRESS
 4. Reason Fingerprinted: CONTRACTOR
- K. Contractors may submit fingerprints either at the MSHP General Headquarters, Annex Building, front office located at 1510 East Elm Street, Jefferson City, MO 65109, or may go to their local law enforcement agency to obtain a "copy" of their fingerprints (ten print or digital). There is a processing fee of \$33.25 per applicant. We accept check or money orders made

payable to the "Criminal Record System Fund". Credit card and debit cards only accepted at our location, no cash please. Fingerprints with processing fee can be mailed to the address below:

1. Missouri State Highway Patrol
2. Criminal Justice Information Services Division
3. Attn: Accounting, Annex Bldg.
4. 1510 East Elm Street
5. Post Office Box 9500
6. Jefferson City, MO 65102-9500

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

3.4 DISRUPTION OF UTILITIES

- A. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and the Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.
- B. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and Facility Representative before closing any access drives, and shall make temporary access available, if possible. The Contractor shall not obstruct streets, walks, or parking.

3.5 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 013513.25

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for construction facilities and temporary controls including temporary utilities, support facilities, security, and protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Water service and distribution
 - 2. Temporary electric power
 - 3. Telephone service
 - 4. Temporary toilets
 - 5. Drinking water
- C. Support facilities include, but are not limited to, the following:
 - 1. Field offices and storage sheds
- D. Security and protection facilities include, but are not limited to, to following:
 - 1. Barricades, warning signs, and lights
 - 2. Environmental protection

1.3 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
 - 1. Building code requirements
 - 2. Health and safety regulations
 - 3. Utility company regulations
 - 4. Police, fire department, and rescue squad rules
 - 5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”. ANSI A10 Series standards for “Safety Requirements for Construction and Demolition”, and NECA Electrical Design Library “Temporary Electrical Facilities”.
 - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for

temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.

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

1.4 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 EQUIPMENT

- A. General: Provide new equipment. If acceptable to the Construction Representative, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ¾” (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100’ (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- E. Temporary Offices: Provide prefabricated or mobile units with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- F. 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.
- G. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.

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

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each Facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 3. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Construction Representative. Neither the Owner nor Construction Representative will accept cost or use charges as a basis of claims for Change Order.
- B. Access to facilities within the existing buildings will not be allowed.
- C. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. The existing building has three (3) exterior hose bibbs. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- D. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- E. Temporary Telephones: Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities.
- F. 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.
- G. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a health and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
1. Provide paper towels or similar disposable materials for each facility.
 2. Provide covered waste containers for used material.
 3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
- H. Drinking Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45°F to 55°F (7°C to 13°C).

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Field Offices: Provide insulated, weather-tight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip office as follows:
1. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table, plan rack, and a 6-shelf bookcase.
 2. Equip with a water cooler and private toilet complete with water closet, lavatory, and medicine cabinet unit with a mirror.
- C. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.
- D. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Bid Meeting.
- E. 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.
- B. Security Enclosure and Lockup: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup.
- 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.
- C. Termination and Removal: Unless requested that it be maintained longer, remove each temporary facility when the need has ended or no later than Substantial Completion. 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.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during the construction period.

END OF SECTION 015000

SECTION 017400 - CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General
 - 1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 - 2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.
 - 3. At least once each month, and more often if necessary, completely remove all scrap, debris, and waste material from the jobsite.
 - 4. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.

B. Site

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

C. Structures

1. Daily, inspect the structures and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.
2. Weekly, sweep all interior spaces clean. "Clean" for the purposes of this paragraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.
3. In preparation for installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily while work is being performed in the space in which finish materials have been installed. "Clean" for the purposes of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the Construction Representative, may be injurious to the finish of the finish floor material.

3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.
 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 3. Remove petrochemical spills, stains, and other foreign deposits.
 4. Remove tools, construction equipment, machinery, and surplus material from the site.
 5. Remove snow and ice to provide safe access to the building.
 6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 8. Broom clean concrete floors in unoccupied spaces.
 9. Vacuum clean carpet and similar soft surfaces removing debris and excess nap. Shampoo,

- if required.
10. Clean transparent material, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 11. Remove labels that are not permanent labels.
 12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 14. Clean plumbing fixtures to a sanitary condition free of stains, including stains resulting from water exposure.
 15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 16. Clean ducts, blowers, and coils if units were operated without filters during construction
 17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
 18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
 19. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.
1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner's property.

END OF SECTION 017400

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected site elements.
 - 2. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

- A. Demolition waste becomes property of Contractor.

1.3 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Notify Construction Manager of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials:
 - 1. It is not expected that hazardous materials will be encountered in the Work.
 - a. If suspected hazardous materials are encountered, do not disturb; immediately notify Construction Manager. Hazardous materials will be removed by change order or under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities in service and protect them against damage during selective demolition operations.

1.4 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of

authorities having jurisdiction.

- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

3.2 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Protect existing structures during selective demolition operations.
- B. Remove temporary barricades and protections where hazards no longer exist.

3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Reinstalled Items:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Protect items from damage during transport and storage.
 - 3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

3.5 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 042200 - CONCRETE UNIT MASONRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Decorative concrete masonry units.
 - 2. Mortar and grout.
 - 3. Steel reinforcing bars.
 - 4. Masonry-joint reinforcement.
 - 5. Miscellaneous masonry accessories.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.3 FIELD CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 - 1. Extend cover a minimum of 24 inches down both sides of walls, and hold cover securely in place.
- B. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.

2. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- C. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40° F and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- D. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 602/ACI 530.1/ASCE 6.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

2.2 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6 except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work.

2.3 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
 2. Provide square-edged units for outside corners.
- B. CMUs: ASTM C90.
1. Density Classification: Normal weight.

2. Size (Width): Manufactured to dimensions 3/8 inch less-than-nominal dimensions.
3. Exposed Faces: Provide color and texture matching existing building.

2.4 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A615/A615M or ASTM A996/A996M, Grade 60.
- B. Masonry-Joint Reinforcement, General: Ladder type complying with ASTM A951/A951M.
 1. Exterior Walls: Hot-dip galvanized carbon steel.
 2. Wire Size for Side Rods: 0.187-inch diameter.
 3. Wire Size for Cross Rods: 0.187-inch diameter.
 4. Spacing of Cross Rods: Not more than 16 inches on center.
 5. Provide in lengths of not less than 10 feet, with prefabricated corner and tee units.

2.5 MISCELLANEOUS MASONRY ACCESSORIES

- A. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D226/D226M, Type I (No. 15 asphalt felt).

2.6 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures unless otherwise indicated.
 1. Do not use calcium chloride in mortar or grout.
 2. Use portland cement-lime, masonry cement, or, mortar cement mortar unless otherwise indicated.
 3. For exterior masonry, use portland cement-lime, masonry cement, or mortar.
 4. For reinforced masonry, use portland cement-lime, masonry cement, or mortar.
 5. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Mortar for Unit Masonry: Comply with ASTM C270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
 1. For masonry below grade or in contact with earth, use Type S.
 2. For reinforced masonry, use Type S or Type N.
 3. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
- C. Grout for Unit Masonry: Comply with ASTM C476.
 1. Use grout of type (fine or coarse) that will comply with TMS 602/ACI

- 530.1/ASCE 6 for dimensions of grout spaces and pour height.
2. Proportion grout in accordance with ASTM C476, paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi.
 3. Provide grout with a slump of 8 to 11 inches as measured in accordance with ASTM C143/C143M.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 1. Verify that foundations are within tolerances specified.
 2. Verify that reinforcing dowels are properly placed.
 3. Verify that substrates are free of substances that would impair mortar bond.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

3.3 TOLERANCES

- A. Dimensions and Locations of Elements:
 1. For dimensions in cross section or elevation, do not vary by more than plus 1/2 inch or minus 1/4 inch.
 2. For location of elements in plan, do not vary from that indicated by more than plus or minus 1/2 inch.
 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus 1/4 inch in a story height or 1/2 inch total.
- B. Lines and Levels:
 1. For bed joints and top surfaces of bearing walls, do not vary from level by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.
 3. For vertical lines and surfaces do not vary from plumb by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and

expansion and control joints, do not vary from plumb by more than 1/8 inch in 10 feet, 1/4 inch in 20 feet, or 1/2-inch maximum.

5. For lines and surfaces, do not vary from straight by more than 1/4 inch in 10 feet, 3/8 inch in 20 feet, or 1/2-inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than 1/4 inch in 10 feet, or 1/2-inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16 inch.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8 inch, with a maximum thickness limited to 1/2 inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8 inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8 inch or minus 1/4 inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8 inch.

3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Lay exposed masonry in running bond; do not use units with less-than-nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Stopping and Resuming Work: Stop work by stepping back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
 1. Bed face shells in mortar and make head joints of depth equal to bed joints.
 2. Bed webs in mortar in all courses of piers, columns, and pilasters.
 3. Bed webs in mortar in grouted masonry, including starting course on footings.
 4. Fully bed entire units, including areas under cells, at starting course on footings where cells are not grouted.
- B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.6 REINFORCED UNIT MASONRY

- A. Placing Reinforcement: Comply with requirements in TMS 602/ACI 530.1/ASCE 6.
- B. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
 - 1. Comply with requirements in TMS 602/ACI 530.1/ASCE 6 for cleanouts and for grout placement, including minimum grout space and maximum pour height.

3.7 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
 - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
 - 2. Protect adjacent non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
 - 3. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
 - 4. Clean concrete masonry by applicable cleaning methods indicated in NCMA TEK 8-4A.

END OF SECTION 042200

SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Miscellaneous framing and supports.
 - 2. Metal bollards.

1.2 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.

1.3 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel in accordance with the following welding codes:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.4 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls, floor slabs, decks, and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- B. Steel Plates, Shapes, and Bars: ASTM A36/A36M.
- C. Steel Tubing: ASTM A500/A500M, cold-formed steel tubing.
- D. Steel Pipe: ASTM A53/A53M, Standard Weight (Schedule 40).

2.2 FASTENERS

- A. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A; with hex nuts, ASTM A563; and flat washers.

2.3 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
 - 1. Use primer that contains pigments that make it easily distinguishable from zinc-rich primer.
- B. Shrinkage-Resistant Grout: Factory-packaged, nonmetallic, non-staining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout specifically recommended by manufacturer for exterior applications.

2.4 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
- J. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches on center, unless otherwise indicated.

2.5 MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- B. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
- C. Prime miscellaneous framing and supports with zinc-rich primer.

2.6 MISCELLANEOUS STEEL TRIM

- A. Fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges. Miter corners and use concealed field splices where possible.
- B. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
 - 1. Provide with integrally welded steel strap anchors for embedding in concrete or masonry construction.
- C. Prime exterior miscellaneous steel trim with zinc-rich primer.

2.7 METAL BOLLARDS

- A. Fabricate metal bollards from Schedule 40 steel pipe.
- B. Prime steel bollards with zinc-rich primer.

2.8 GENERAL FINISH REQUIREMENTS

- A. Finish metal fabrications after assembly.
- B. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into

surrounding surface.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove welding flux immediately.
 - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions.

3.3 INSTALLATION OF METAL BOLLARDS

- A. Anchor bollards in place with concrete footings. Center and align bollards in holes 3 inches above bottom of excavation. Place concrete and vibrate or tamp for consolidation. Support and brace bollards in position until concrete has cured.
- B. Fill bollards solidly with concrete, mounding top surface to shed water.

3.4 REPAIRS

A. Touchup Painting:

1. Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 - a. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

END OF SECTION 055000

SECTION 062013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Lumber siding.

1.2 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation.

1. Protect materials from weather by covering with waterproof sheeting, securely anchored.
2. Provide for air circulation around stacks and under coverings.

1.3 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit work to be performed and at least one coat of specified finish can be applied without exposure to rain, snow, or dampness.

B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of inspection agency, indicating grade, species, moisture content at time of surfacing, and mill.
2. For exposed lumber, mark grade stamp on end or back of each piece.

2.2 LUMBER SIDING

A. Provide kiln-dried lumber siding complying with DOC PS 20.

- B. Species and Grade:
 - 1. Western red cedar; NLGA, WCLIB, or WWPA Grade A.
- C. Pattern:
 - 1. Square-edge, smooth-faced boards, actual face width and thickness of 5-1/2 by 3/4 inch.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
- B. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials.

3.3 INSTALLATION OF SIDING

- A. Install siding to comply with manufacturer's written instructions.
- B. Finish: Apply finish within two weeks of installation.

3.4 CLEANING

- A. Clean exterior finish carpentry on exposed and semi-exposed surfaces.

3.5 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.

END OF SECTION 062013

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Custom flashing and trim fabrications, made from the following:
 - 1. Sheet metal materials.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
 - 1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
 - 2. Protect stored sheet metal flashing and trim from contact with water.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with joints and seams in adjacent materials.

1.4 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Delta E units when tested in accordance with ASTM D2244.
 - b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, are to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim are not to rattle, leak, or loosen, and are to remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual: Architectural Metal Flashing, Condensation and Air Leakage Control, and Reroofing", and, SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120° F, ambient; 180° F, material surfaces.

2.2 FABRICATION, GENERAL

- A. Custom fabricate sheet metal flashing and trim to comply with details indicated and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required.
 - 1. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
 - 4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- C. Seams:
 - 1. Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- D. Do not use graphite pencils to mark metal surfaces.

2.3 SHEET METAL FABRICATIONS

- A. Copings: Fabricate in minimum 96-inch long, but not exceeding 12 foot long sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, fasten and seal watertight. Shop fabricate interior and exterior corners.
 - 1. Joint Style: Butted with expansion space and 6-inch wide, exposed cover plate.
 - 2. Fabricate from the following materials:
 - a. Aluminum: 0.050 inch thick.
 - b. Type: Prefinished.
 - c. Color: Match existing building.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances, substrates, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SHEET METAL FLASHING AND TRIM, GENERAL

- A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required.
 - 1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
 - 3. Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
 - 5. Install continuous cleats with fasteners spaced not more than 12 inches on center.
 - 6. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - 7. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
 - 8. Do not field cut sheet metal flashing and trim by torch.
 - 9. Do not use graphite pencils to mark metal surfaces.

- B. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- C. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

3.3 INSTALLATION TOLERANCES

- A. Shim and align sheet metal flashing and trim within installed tolerance of ¼ inch in 20 ft. on slope and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.4 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturers written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Thresholds.

PART 2 - PRODUCTS

2.1 THRESHOLDS

- A. Thresholds: ANSI/BHMA A156.21; fabricated to full width of opening indicated.
 - 1. Manufacturers: Available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Hager Companies
 - b. National Guard Products, Inc.
 - c. Pemko Manufacturing Company Inc.; ASSA ABLOY Accessories and Door Controls Group, Inc.; ASSA ABLOY
 - d. Reese Enterprises, Inc.
 - e. Zero International; Allegion
 - 2. Type: Match existing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Thresholds: Set thresholds for exterior doors in full bed of sealant.

END OF SECTION 087100

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Finish coatings.

1.2 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45° F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.3 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50° and 95° F.

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5° F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 FINISH COATINGS

A. Exterior Alkyd Enamel, Semi-gloss: Solvent-based, pigmented, alkyd enamel formulated for mold, microbial, and water resistance and for use on exterior, primed, wood and metal surfaces.

1. Manufacturers: Available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Behr Paint Company
 - b. Benjamin Moore & Company
 - c. PPG Paints; PPG Industries, Inc.
 - d. Sherwin-Williams Company
2. Gloss Level: Manufacturer's standard semi-gloss finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems specified in this Section.
- C. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.
 - 1. SSPC-SP 2.
- D. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

3.3 INSTALLATION

- A. Apply paints in accordance with manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured

film has a uniform paint finish, color, and appearance.

- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
 - 1. Do not clean equipment with free-draining water and prevent solvents, thinners, cleaners, and other contaminants from entering into waterways, sanitary and storm drain systems, and ground.
 - 2. Dispose of contaminants in accordance with requirements of authorities having jurisdiction.
 - 3. Allow empty paint cans to dry before disposal.
 - 4. Collect waste paint by type and deliver to recycling or collection facility.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINTING SCHEDULE

- A. Steel and Iron Substrates:
 - 1. Alkyd System (Paint):
 - a. Prime Coat: Shop primer specified in Section in which substrate is specified.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Exterior alkyd enamel, semi-gloss.

END OF SECTION 099113

SECTION 099300 - STAINING AND TRANSPARENT FINISHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Wood stains.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45° F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.3 FIELD CONDITIONS

- A. Apply finishes only when temperature of surfaces to be finished and ambient air temperatures are between 50° and 95° F.
- B. Do not apply finishes when relative humidity exceeds 85 percent, at temperatures of less than 5° F above the dew point, or to damp or wet surfaces.
- C. Do not apply exterior finishes in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 WOOD STAINS

- A. Stain, Exterior, Water Based, Semitransparent: Water-based, semitransparent, pigmented stain for new wood surfaces.
 - 1. Manufacturers: Available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Behr Paint Company
 - b. Benjamin Moore & Company
 - c. PPG Paints; PPG Industries, Inc.
 - d. Sherwin-Williams Company

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Exterior Wood Substrates: 15 percent, when measured with an electronic moisture meter.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with finish application only after unsatisfactory conditions have been corrected.
 - 1. Beginning finish application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Clean and prepare surfaces to be finished according to manufacturer's written instructions for each substrate condition and as specified.
 - 1. Remove dust, dirt, oil, and grease by washing with a detergent solution; rinse thoroughly with clean water and allow to dry. Remove grade stamps and pencil marks by sanding lightly. Remove loose wood fibers by brushing.
 - 2. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 3. Remove mildew by scrubbing with a commercial wash formulated for mildew removal and as recommended by stain manufacturer.

3.3 APPLICATION

- A. Apply finishes according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for finish and substrate indicated.
- B. Apply finishes to produce surface films without cloudiness, holidays, lap marks, brush marks, runs, ropiness, or other surface imperfections.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing finish application, clean spattered surfaces. Remove spattered materials by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from finish application. Correct damage by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced finished wood surfaces.

3.5 EXTERIOR WOOD-FINISH-SYSTEM SCHEDULE

- A. Wood Substrates, Wood Board Siding:
 - 1. Semitransparent Stain System (Stain):
 - a. Prime Coat: Stain, exterior, solvent based, semitransparent, matching topcoat.
 - b. Topcoat: Stain, exterior, solvent based, semitransparent.

END OF SECTION 099300

SECTION 101426 - POST AND PANEL SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Non-illuminated post-and-panel signs.

1.2 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering.
 - b. Deterioration of embedded graphic image.
 - c. Separation or delamination of sheet materials and components.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design."

2.2 POST-AND-PANEL SIGNS

- A. Post-and-Panel Sign: Sign of single-panel configuration; with smooth, uniform surfaces and support assembly; with message and characters having uniform faces, sharp corners, and precisely formed lines and profiles; and as follows:
 - 1. Manufacturers: Available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ACE Sign Systems, Inc.
 - b. Allen Industries
 - c. APCO Graphics, Inc
 - d. ASI Sign Systems, Inc
 - e. Bunting Graphics, Inc
 - f. Charleston Manufacturing, LLC
 - g. Clarke Systems
 - h. Diskey Sign Company

- i. Foresight Supersign
 - j. Fossil Industries, Inc.
 - k. Nelson-Harkins Industries
 - l. Poblocki Sign Company, LLC
 - m. Signs & Decal Corp
 - n. Vista System, LLC
 - o. Vomar Products, Inc
2. Solid-Sheet Sign Panels: Aluminum sheet as follows:
 - a. Thickness: Manufacturer's standard for size of sign.
 - b. Surface-Applied Graphics: Applied paint.
3. Posts: Galvanized steel U-channel, 3.125 inches by 1.562 inches, 2.50 lbs/ft.

2.3 MATERIALS

- A. Aluminum Sheet and Plate: ASTM B209, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- B. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signs, noncorrosive and compatible with each material joined, and complying with the following unless otherwise indicated:
 1. For exterior exposure, furnish hot-dip galvanized devices.
 2. Fastener Heads: For nonstructural connections, use flathead screws and bolts with tamper-resistant, one-way-head slots unless otherwise indicated.
 3. Inserts: Furnish inserts to be set by other installers into concrete or masonry work.

2.5 ALUMINUM FINISHES

- A. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils. Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install signs using installation methods indicated and according to manufacturer's written instructions.

1. Install signs level, plumb, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
2. Install signs so they do not protrude or obstruct according to the accessibility standard.
3. Before installation, verify that sign components are clean and free of materials or debris that would impair installation.

3.2 INSTALLING POSTS

- A. Vertical Tolerance: Set posts plumb within a tolerance of 1/16 inch in 3 feet.

3.3 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage.

END OF SECTION 101426

SECTION 107516 - GROUND-SET FLAGPOLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes ground-set flagpoles made from aluminum.
- B. Owner-Furnished Material: Flags.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Spiral wrap flagpoles with heavy paper and enclose in a hard fiber tube or other protective container.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain flagpoles as complete units, including fittings, accessories, bases, and anchorage devices from single manufacturer.

2.2 ALUMINUM FLAGPOLES

- A. Aluminum Flagpoles: Entasis-tapered flagpoles fabricated from seamless extruded tubing complying with ASTM B241/B241M, Alloy 6063, with a minimum wall thickness of 3/16 inch.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Acme Lingo Flagpoles
 - b. American Flagpole
 - c. Baartol Company
 - d. Concord American Flagpole
 - e. Eder Flag Manufacturing Company, Inc
 - f. Ewing Flagpole Co., Inc.; Ewing Group Company
 - g. Morgan-Francis Flagpoles and Accessories
 - h. Pole-Tech Co., Inc.
 - i. US Flag & Flagpole Supply, LLC
- B. Exposed Height: Two (2) at 25 feet and one (1) at 30 feet.
- C. Metal Foundation Tube: Manufacturer's standard corrugated-steel foundation tube, 0.060-inch wall thickness with 3/16-inch steel bottom plate and support plate; 3/4-inch-diameter, steel ground spike; and steel centering wedges welded together. Galvanize

foundation tube after assembly. Furnish loose hardwood wedges at top of foundation tube for plumbing pole.

1. Flashing Collar: Same material and finish as flagpole.

2.3 MISCELLANEOUS MATERIALS

- A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M.
- B. Drainage Material: Crushed stone, or crushed or uncrushed gravel; coarse aggregate.
- C. Sand: ASTM C33/C33M, fine aggregate.
- D. Elastomeric Joint Sealant: Single-component neutral-curing silicone joint sealant.

2.4 ALUMINUM FINISHES

- A. Natural Satin Finish: AA-M32, fine, directional, medium satin polish; buff complying with AA-M20; seal aluminum surfaces with clear, hard-coat wax.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Foundation Excavation: Excavate to neat clean lines in undisturbed soil. Remove loose soil and foreign matter from excavation and moisten earth before placing concrete.
- B. Provide forms where required due to unstable soil conditions and for perimeter of flagpole base at grade. Secure and brace forms to prevent displacement during concreting.
- C. Foundation Tube: Place foundation tube, center, and brace to prevent displacement during concreting. Place concrete. Plumb and level foundation tube and allow concrete to cure.
- D. Place concrete. Compact concrete in place by using vibrators. Moist-cure exposed concrete for no fewer than seven days or use non-staining curing compound.
- E. Trowel exposed concrete surfaces to a smooth, dense finish, free of trowel marks, and uniform in texture and appearance. Provide positive slope for water runoff to perimeter of concrete base.

3.2 FLAGPOLE INSTALLATION

- A. General: Install flagpoles where indicated and according to manufacturer's written instructions.

- B. Foundation Tube: Place flagpole in tube, seated on bottom plate between steel centering wedges, and install hardwood wedges to secure flagpole in place. Place and compact sand in foundation tube and remove hardwood wedges. Seal top of foundation tube with a 2-inch layer of elastomeric joint sealant and cover with flashing collar.

END OF SECTION 107516

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Base course for concrete pavements.
 - 2. Drainage course for French drain.
 - 3. Gravel top course for French drain
 - 4. Excavating and backfilling trenches for utilities and pits for buried utility structures.
 - 5. Backfilling behind curbs.

1.2 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify "Missouri-811" before beginning earth-moving operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- C. Drainage Material: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.
- D. Gravel: Narrowly graded mixture of natural gravel; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

- A. No rock excavation or removal of obstructions is anticipated.

3.3 EXCAVATION FOR DRAIN PIPE TRENCHES AND FRENCH DRAIN

- A. Excavate to depths required.
- B. Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course.

3.4 PAVEMENT BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Removing concrete formwork.
 - 2. Removing trash and debris.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.5 DRAIN PIPE TRENCH AND FRENCH DRAIN BACKFILL

- A. Drain pipe backfill:
 - 1. Place backfill on subgrades free of mud, frost, snow, or ice.
 - 2. Place and compact bedding course on trench bottoms. Shape bedding course to provide proper slope for drain pipe.
 - 3. Place and compact drainage fill to a height of 12 inches over drain pipe. Carefully compact drainage fill evenly up on both sides and along the full length of piping to avoid damage or displacement of piping.
 - 4. Place and compact final backfill of satisfactory soil to final grade elevation.
- B. French drain backfill:

1. Place backfill on subgrades free of mud, frost, snow, or ice.
2. Place and compact bedding course on French drain bottom. Shape bedding course to provide proper slope for drain pipe.
3. Place and compact drainage fill to a depth of 4" below finish grade. Carefully compact drainage to avoid damage or displacement of piping.
4. Place gravel surface fill to final grade elevation.

3.6 GRADING

- A. Uniformly grade disturbed areas to a smooth surface, free of irregular surface changes.

3.7 BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place base course on subgrade free of mud, frost, snow, or ice.
- B. Place base course under pavements and walks as follows:
 1. Shape base course to required crown elevations and cross-slope grades.
 2. Place base course 6 inches or less in compacted thickness in a single layer.
 3. Place base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

3.8 PROTECTION

- A. Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 312500 – EROSION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Straw bale erosion control.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Straw bales, 18 inches wide by 36 inches long by 14” high.
- B. Wood stakes, 2 inches by 2 inches, nominal, by 48 inches long.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Install straw bale erosion control barriers where show to prevent silt from entering storm drainage drop inlets.
- B. Install immediately after removal of concrete paving and crushed rock base.
- C. Maintain in place until crushed rock base and concrete paving can be reinstalled.

END OF SECTION 312500

SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes concrete paving.
 - 1. Driveways.
 - 2. Parking lots.
 - 3. Curbs and gutters.
 - 4. Walks.

1.2 QUALITY ASSURANCE

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

1.3 CONCRETE TESTING

- A. Engage a qualified testing agency to perform the following concrete testing on each concrete mixture:
 - 1. Slump
 - 2. Air content
 - 3. 7-day compressive strength
 - 4. 28-day compressive strength

1.4 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 - 1. When air temperature has fallen to or is expected to fall below 40° F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50° F and not more than 80° F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90° F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, fabricated from as-drawn steel wire into flat sheets.
- B. Reinforcing Bars: ASTM A615/A615M, Grade 60; deformed.
- C. Joint Dowel Bars: ASTM A615/A615M, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.4 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
 - 1. Portland Cement: ASTM C150/C150M, gray portland cement Type I/II.
 - 2. Fly Ash: ASTM C618, Class C, or, Class F.
- B. Normal-Weight Aggregates: ASTM C33/C33M, Class 4S, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.
 - 1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Air-Entraining Admixture: ASTM C260/C260M.
- D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
 - 1. Water-Reducing Admixture: ASTM C494/C494M, Type A.
 - 2. Retarding Admixture: ASTM C494/C494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494/C494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C1017/C1017M, Type II.
- E. Water: Potable and complying with ASTM C94/C94M.

2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry, or, cotton mats.
- B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.

2.6 RELATED MATERIALS

- A. Joint Fillers: ASTM D1751, asphalt-saturated cellulosic fiber, ASTM D1752, cork or self-expanding cork, or, ASTM D8139, semi-rigid, closed-cell polypropylene foam in preformed strips.

2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
 - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.
- B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. Air Content, 3/4-inch Nominal Maximum Aggregate Size: 6 percent plus or minus 1 percent.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture in concrete as required for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Concrete Mixtures: Normal-weight concrete.
 - 1. Compressive Strength (28 Days): 4000 psi.
 - 2. Maximum W/C Ratio at Point of Placement: 0.45.
 - 3. Slump Limit: 4 inches, plus or minus 1 inch.
 - 4. Air Content: 6% +/- 1%.

2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M and ASTM C1116/C1116M. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85° and 90° F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90° F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
 - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 INSTALLATION OF STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Provide tie bars at sides of paving strips where indicated.
 - 3. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface and seal with concrete joint sealant.
 - 4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - 5. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
 - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-

finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.8 INSTALLATION OF DETECTABLE WARNINGS

- A. Blockouts: Form blockouts in concrete for installation of detectable paving units specified in Section 321726 "Tactile Warning Surfacing."
 - 1. Tolerance for Opening Size: Plus 1/4 inch, no minus.

3.9 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by curing compound as follows:
 - 1. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.10 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
 - 1. Elevation: 3/4 inch.
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-foot- long; unlevelled straightedge not to exceed 1/2 inch.
 - 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
 - 5. Lateral Alignment and Spacing of Dowels: 1 inch.
 - 6. Vertical Alignment of Dowels: 1/4 inch.
 - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
 - 8. Joint Spacing: 3 inches.
 - 9. Contraction Joint Depth: Plus 1/4 inch, no minus.
 - 10. Joint Width: Plus 1/8 inch, no minus.

3.11 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Construction Manager, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cold-applied joint sealants.
 - 2. Joint-sealant backer materials.
 - 3. Primers.

1.2 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 degrees F.
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Nonsag, Silicone Joint Sealant: ASTM D5893/D5893M, Type NS.
 - 1. Products: Available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Crafc0 Inc.; RoadSaver Silicone.
 - b. Pecora Corporation; 301 NS.
 - c. The Dow Chemical Company; Dow Corning 888 Silicone Joint Sealant.

2.2 JOINT-SEALANT BACKER MATERIALS

- A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer.

2.3 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for

adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints to receive joint sealants for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions.
- C. Install joint-sealant backers to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of joint-sealant backer materials.
 - 2. Do not stretch, twist, puncture, or tear joint-sealant backer materials.
 - 3. Remove absorbent joint-sealant backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install joint sealants immediately following backer material installation, using proven techniques that comply with the following:
 - 1. Place joint sealants so they fully contact joint substrates.

2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants in accordance with the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
1. Remove excess joint sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING AND PROTECTION

- A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.
- B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

END OF SECTION 321373

SECTION 321400 - UNIT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Concrete pavers.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.

PART 2 - PRODUCTS

2.1 CONCRETE PAVERS

- A. Concrete Pavers, Solid Paving Units, Lightweight Concrete: Solid paving units complying with ASTM C1491, made from lightweight concrete.
 - 1. Thickness: 4".
 - 2. Face Size and Shape: 4-inch by 12-inch.
 - 3. Color: Gray.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use unit pavers with chips, cracks, voids, discolorations, or other defects that might be visible or cause staining in finished work.
- B. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- C. Joint Pattern: As indicated.

END OF SECTION 321400

SECTION 321713 - PARKING BUMPERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Precast concrete wheel stops.

PART 2 - PRODUCTS

2.1 PARKING BUMPERS

- A. Precast Concrete Wheel Stops: Precast, steel-reinforced, air-entrained (6% +/- 1%) concrete; 4000-psi minimum compressive strength; manufacturer's standard height and width by 72 inches long. Provide chamfered corners and a minimum of two factory-formed or -drilled vertical holes through wheel stop for anchoring to substrate.
 - 1. Source Limitations: Obtain wheel stops from single source from single manufacturer.
 - 2. Surface Appearance: Smooth, free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is in suitable condition to begin installation in accordance with manufacturer's written instructions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install wheel stops in accordance with manufacturer's written instructions unless otherwise indicated.
- B. Securely anchor wheel stops to substrate with hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer. Recess head of hardware beneath top of wheel stop.

END OF SECTION 321713

SECTION 321723 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Painted markings applied to concrete surfaces.

1.2 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40° F for alkyd materials, and not exceeding 95° F.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design".

2.2 PAVEMENT MARKING PAINT

- A. Source Limitations: Obtain pavement marking paints from single source and from single manufacturer.
- B. Pavement Marking Paint: Acrylic, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952F, Type II, with drying time of less than three minutes.
 - 1. Color: Yellow.
 - 2. Color: Blue for ADA markings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement marking substrate is dry and in suitable condition to begin pavement marking in accordance with manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

3.2 PAVEMENT MARKING

- A. Do not apply pavement marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow concrete surfaces to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
 - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.

3.3 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 321723

SECTION 321726 - TACTILE WARNING SURFACING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place detectable warning tiles.

1.2 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of tactile warning surfaces that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering and wear.
 - b. Separation or delamination of materials and components.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TACTILE WARNING SURFACING, GENERAL

- A. Accessibility Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities for tactile warning surfaces.
 - 1. For tactile warning surfaces composed of multiple units, provide units that when installed provide consistent side-to-side and end-to-end dome spacing that complies with requirements.
- B. Source Limitations: Obtain each type of tactile warning surfacing, joint material, setting material, anchor, and, fastener from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

2.2 DETECTABLE WARNING TILES

- A. Cast-in-Place Detectable Warning Tiles: Accessible truncated-dome detectable warning tiles with replaceable surface configured for setting flush in new concrete walkway surfaces, with slip-resistant surface treatment on domes and field of tile.
 - 1. Manufacturers: Available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- a. ACO Polymer Products, Inc.
- b. ADA Solutions, a division of SureWerx USA
- c. Arcis Corp.
- d. Armorcast Products Company; brand of Hubbell Utility Solutions; Hubbell Incorporated
- e. Armor-Tile
- f. Detectable Warning Systems, Inc.
- g. Detectile Corp.
- h. Ecoglo, Inc.
- i. Mingo Products, Inc.
- j. StrongGo Industries, LLC
- k. Transpo Industries, Inc.

2. Material: Cast-fiber-reinforced polymer concrete tile.
3. Color: Safety yellow.
4. Shapes and Sizes: Rectangular panel, 24 by 36 inches.
5. Dome Spacing and Configuration: Manufacturer's standard compliant spacing, in manufacturer's standard pattern.
6. Mounting: Replaceable detectable warning tile wet-set into freshly poured concrete and surface-fastened to permanently embedded anchors.

2.3 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of tactile warning surfaces, noncorrosive and compatible with each material joined, and complying with the following:
 1. Furnish Type 304 stainless-steel fasteners for exterior use.
 2. Fastener Heads: For nonstructural connections, use flathead or oval countersunk screws and bolts with tamper-resistant heads, colored to match tile.
- B. Sealant: As recommended by manufacturer for sealing perimeter of tactile warning surfacing unit.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that pavement is in suitable condition to begin installation according to manufacturer's written instructions. Verify that installation of tactile warning surfacing will comply with accessibility requirements upon completion.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF TACTILE WARNING SURFACING

- A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.

- B. Place tactile warning surfacing units in dimensions and orientation indicated. Comply with location requirements of AASHTO MP 12.

3.3 INSTALLATION OF DETECTABLE WARNING TILES

- A. Removable Cast-in-Place Detectable Warning Tiles:
 - 1. Concrete Paving Installation: Comply with installation requirements in Section 321313 "Concrete Paving." Mix, place, and finish concrete to conditions complying with detectable warning tile manufacturer's written requirements for satisfactory embedment of removable tile.
 - 2. Set each detectable warning tile accurately and firmly in place with embedding anchors and fasteners attached, and firmly seat tile back in wet concrete by tamping or vibrating. If necessary, temporarily apply weight to tiles to ensure full contact with concrete.
 - 3. Set surface of tile flush with surrounding concrete and adjacent tiles, with variations between tiles and between concrete and tiles not exceeding plus or minus 1/8 inch from flush.
 - 4. Protect exposed surfaces of installed tiles from contact with wet concrete. Complete finishing of concrete paving surrounding tiles. Remove concrete from tile surfaces.
 - 5. Clean tiles using methods recommended in writing by manufacturer.

3.4 CLEANING AND PROTECTION

- A. Remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in this Section. Remove in complete sections from joint to joint. Replace using tactile warning surfacing installation methods acceptable to the manufacturer.
- B. Protect tactile warning surfacing from damage and maintain free of stains, discoloration, dirt, and other foreign material.

END OF SECTION 321726

SECTION 334200 - STORMWATER CONVEYANCE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. PVC pipe and fittings.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic pipe and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.

PART 2 - PRODUCTS

2.1 PVC PIPE AND FITTINGS

- A. Source Limitations: Obtain PVC pipe and fittings from single manufacturer.
- B. PVC Drain Piping:
 - 1. Pipe: ASTM D1785, Schedule 40 PVC, with plain ends for solvent-cemented joints. Provide perforated and non-perforated as required.
 - 2. Fittings: ASTM D2466, Schedule 40 PVC, socket type.
- C. Adhesive Primer: ASTM F656.
- D. Cement: ASTM D 2564, low VOC emission, medium bodied, fast setting, high strength PVC solvent cement for all classes and schedules of PVC pipe and fittings.

PART 3 - EXECUTION

3.1 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert.

STORMWATER CONVEYANCE

- C. Install proper size couplings and fittings where pipes are connected.
- D. Install gravity-flow, nonpressure drainage piping in accordance with the following:
 - 1. Install piping pitched down in direction of flow.
 - 2. Install piping with 36- inch- minimum cover.
 - 3. Install PVC piping in accordance with ASTM D2321 and ASTM F1668.

3.2 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping in accordance with the following:
 - 1. Join PVC piping in accordance with ASTM D2321 and ASTM F891 for solvent-cemented joints.

3.3 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Install piping so cleanouts open in direction of flow in sewer pipe.
 - 1. Use Light-Duty, top-loading classification cleanouts in earth or unpaved foot-traffic areas.

3.4 STORMWATER INLET AND OUTLET INSTALLATION

- A. Install outlets into drop inlets where indicated.

3.5 CLEANING

- A. Clean interior of piping of dirt and superfluous materials. Flush with water.

END OF SECTION 334200

SECTION 347113 – VEHICLE BARRIERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Bollard covers.

PART 2 - PRODUCTS

2.1 BOLLARD COVERS

- A. Provide standard bollard covers complying with the following requirements:
 - 1. Dome top low-density polyethylene thermoplastic sleeve with minimum nominal wall thickness of 0.125 inch.
 - 2. Bollard cover to be of sufficient size to properly fit over bollard pipe diameter.
 - 3. Bollard cover height to be of sufficient length to properly cover exposed height of bollard above grade.
 - 4. Surface of bollard cover to be smooth with round top (no ribbed or two piece systems accepted).
 - 5. Bollard Cover Color: OSHA yellow.
- B. Source Limitations: Obtain bollard covers from a single source and from a single manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that bollards are in suitable condition to begin installation of bollard covers in accordance with manufacturer's written instructions.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install bollard covers in accordance with manufacturer's written instructions.

END OF SECTION 347113

APPENDIX A - MISSOURI STATE OPERATING PERMIT

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
MISSOURI CLEAN WATER COMMISSION



MISSOURI STATE OPERATING PERMIT

General Operating Permit

In compliance with the Missouri Clean Water Law, (Chapter 644 R.S. Mo as amended, hereinafter, the Law), and the Federal Water Pollution Control Act (Public Law 92-500, 92nd Congress) as amended,

Permit No MOR100038

Owner: OA-Facilities Mgmt, Design, and Construc
Address: 301 West High Street, Hst Rm 370
Jefferson City, MO 65101

Continuing Authority: OA Facilities Mgmt Design Construction
301 West High St.
HST SOB Rm 730
Jefferson City, MO 65102

Facility Name: Office of Administration
Facility Address: OA-FMDC, PO Box 809 301 W High street
JEFFERSON CITY, MO 65102

Legal Description: Land Grant 02681, Cole County
UTM Coordinates: 571840.000/4270368.000
Receiving Stream: Tributary to Wears Creek (U)
First Classified Stream - ID#: 100K Extent-Remaining Streams (C) 3960.00
USGS# and Sub Watershed#: 10300102 - 1304

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements 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, 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; 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.

Table A	Schedule for Quarterly Reporting
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:

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 1st 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; 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, 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. For more information visit; 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

PART VII – ADMINISTRATIVE REQUIREMENTS

On the basis of preliminary staff review and applicable standards and regulations, the Department, as administrative agent for the Missouri Clean Water Commission, proposes to issue a permit(s) subject to certain effluent limitations, schedules, and special conditions contained herein and within the permit. The proposed determinations are tentative pending public comment.

PUBLIC MEETING:

The department hosted three public meetings for this permit. The meetings were held on January 27, February 17, and March 9, 2021.

PUBLIC NOTICE:

The Department shall give public notice when a draft permit has been prepared and its issuance is pending. Additionally, public notice will be issued if a public hearing is to be held because of a significant degree of interest or because of water quality concerns related to a draft permit. No public notice is required when a request for a permit modification or termination is denied; however, the requester and facility must be notified of the denial in writing.

The Department must give public notice of a pending permit or of a new or reissued Missouri State Operating Permit. The public comment period is a length of time not less than thirty (30) days following the date of the public notice, during which interested persons may submit written comments about the proposed permit.

For persons wanting to submit comments regarding this proposed permit, please refer to the Public Notice page located at the front of this draft permit. The Public Notice page gives direction on how and where to submit appropriate comments.

- ✓ The Public Notice period for this permit is started March 25, 2022 and ended April 25, 2022. Two comment letters were received.

DATE OF FACT SHEET: 03/2/2022

COMPLETED BY:

SARAH WRIGHT

MS4 & LAND DISTURBANCE PERMITTING COORDINATOR

MISSOURI DEPARTMENT OF NATURAL RESOURCES

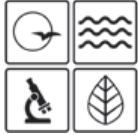
WATER PROTECTION PROGRAM

OPERATING PERMITS SECTION - STORMWATER AND CERTIFICATION UNIT

(573) 526-1139

Sarah.wright@dnr.mo.gov, dnr.generalpermits@dnr.mo.gov

APPENDIX 2 - STORMWATER POLLUTION PREVENTION PLAN TEMPLATE



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM
INDUSTRIAL STORMWATER PERMITS
STORMWATER POLLUTION PREVENTION PLAN TEMPLATE

Instructions

This Stormwater Pollution Prevention Plan (SWPPP) template is a resource to help regulated industrial stormwater facilities comply with the conditions found in the Missouri State Operating Permit (MSOP). This template may be utilized by facilities permitted under the authorization of a general or site specific MSOP. This template is not to be used by facilities operating under the Land Disturbance, MORA0000 permit.

Prior to completing this SWPPP template, you should read and understand your MSOP requirements. Though many operating permits have similar requirements, they are not all the same. The various general stormwater permits, as well as site-specific permits, are available for review at dnr.mo.gov/env/wpp/permits/index.html.

Each MSOP sets forth timeframes in which a permittee is required to develop and implement a SWPPP, depending on whether the facility is newly permitted or receiving a renewed operating permit.

Each section of the SWPPP template includes space for your facility's specific information. The SWPPP template is an editable document file so that you can easily add tables and additional text, and delete unneeded fields. Note that some sections may require only a brief description while others may require a more in-depth explanation.

The following tips will help you meet the minimum permit requirements:

- Read the MSOP thoroughly before you begin preparing your SWPPP to ensure that you understand the permit's underlying requirements.
- If you prepared a SWPPP under a previous version of the MSOP, you must carefully evaluate your SWPPP to ensure that the newest requirements are addressed within the timeframe established in the permit.
- If there is more than one regulated entity at the facility, consider coordinating your SWPPP with the other operators.
- Include your MSOP and most recent permit application as attachments to the SWPPP.

The department has made every effort to develop a plan template that should meet most MSOP minimum requirements. However, it is the permit that establishes the requirements, not the SWPPP template. Therefore, if the SWPPP template conflicts with any provision of the permit, the permit requirement prevails.

The SWPPP must be kept on site, readily available upon request and should not be sent to the department unless specifically requested or as required per permit conditions.

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1.0 INTRODUCTION

1.1 Purpose

Development, implementation and maintenance of the Stormwater Pollution Prevention Plan (SWPPP) will provide the facility owners/operators with the tools to reduce pollutants contained in stormwater discharges and comply with the requirements of the Missouri State Operating Permit issued by the Missouri Department of Natural Resources (Permit No. Enter Permit Number.). The primary purpose of the SWPPP will be to:

- Identify potential sources of pollutants that affect stormwater discharges from Enter Facility Name..
- Describe the best management practices that will be implemented to prevent or control releases of pollutants in stormwater discharges.
- Create an inspection schedule to ensure that the practices described in this SWPPP are implemented and to evaluate the plan's effectiveness in reducing the pollutant levels in stormwater discharges.

1.2 SWPPP Revisions

The facility must revise this SWPPP under the following conditions: (1) whenever there is a change in the facility design, construction, operation or maintenance that affects the facility's potential sources of pollutants that may impact storm water discharges; (2) whenever an inspection by a local, state, or federal official determines that modifications to the SWPPP are necessary; (3) whenever a spill, leak or other release occurs at the facility; (4) upon renewal of the operating permit; (5) if the plan proves to be ineffective in eliminating or significantly minimizing pollutants identified in the permit either as benchmark or discharge limitations; or, as required per the specific permit SWPPP conditions.

Revisions must occur as soon as possible, but no later than 30 days after the change occurs or 30 days after reissuance of the permit. The SWPPP coordinator is responsible for initiating and coordinating such revisions.

2.0 FACILITY DESCRIPTION

2.1 Facility Information

Facility

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

City/State/Zip: Click or tap here to enter text.

County: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Email: Click or tap here to enter text.

Permit #: Click or tap here to enter text.

Primary Industrial Activity SIC code: Click or tap here to enter text.

Latitude/ Longitude:

Main Entrance: Latitude: Click or tap here to enter text. Longitude: Click or tap here to enter text.
UTM Easting: Click or tap here to enter text. UTM Northing: Click or tap here to enter text.

Outfall Location(s):

Outfall 001: Latitude/Easting:Click or tap here to enter text. Longitude/Northing:Click or tap here to enter text.

Outfall ___: Latitude/Easting:____. Longitude/Northing:_____

Outfall ___: Latitude/Easting:____. Longitude/Northing:_____

Outfall ___: Latitude/Easting:____. Longitude/Northing:_____

Is the facility considered a Federal Facility?

Yes No

If yes, provide name and contact information for the agency responsible for operations:

Click or tap here to enter text.

Discharge / Receiving Stream Information

Estimated area (in acres) of industrial activity at the site that is exposed to stormwater? Exclude areas with no industrial activity and no stormwater discharges, such as landscaped areas, employee parking and office buildings.

___ acres

Does this facility discharge stormwater into a Municipal Separate Storm Sewer System (MS4)?

Yes No

If yes, provide name and contact information of MS4 operator:

Click or tap here to enter text.

Name(s) of surface water(s) that receive stormwater from the facility:

Click or tap here to enter text.

Does this facility discharge industrial stormwater directly into any segment of a Metropolitan No Discharge Stream? Note: Discharge to metropolitan no-discharge streams is prohibited, except as specifically permitted under the Water Quality Standards 10 CSR 20-7.031 and non-contaminated storm water flows. Metropolitan No Discharge Streams can be found in Table F of 10 CSR 20-7.031 Water Quality Standard.

Yes No

Does this facility discharge industrial stormwater directly into any segment of an Outstanding National Resource Water or Outstanding State Resource Water as listed in Tables D and E of 10 CSR 20-7.031 Water Quality Standards? Note: Discharge to these streams is restricted/limited per 10 CSR 20-7.015 (6).

Yes No

Does this facility discharge industrial stormwater directly into any segment of an Impaired Water?
Impaired Water listings can be found at dnr.mo.gov/env/wpp/waterquality/303d/.

Yes No

If yes, complete the following:

- Name of impaired water(s) and segments(s): Click or tap here to enter text.
- Pollutant(s): Click or tap here to enter text.
- Identified pollutant(s) may discharge from the facility: Click or tap here to enter text.
- Has a Total Maximum Daily Load been completed for any of the identified pollutant(s)?

Yes No

If yes, provide a list of the pollutants? Click or tap here to enter text.

2.2 Facility Contact Information

Facility Owners

Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
City/State/Zip: Click or tap here to enter text.
Telephone: Click or tap here to enter text.

Facility Operators

Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
City/State/Zip: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Cell: Click or tap here to enter text.
Email: Click or tap here to enter text.

SWPPP Contact

Primary Contact

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.

Secondary Contact(s)

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.
Name: Click or tap here to enter text.

Title: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.

2.3 SWPPP Team Members

This sections identifies staff members and their respective roles in the implementation, management and maintenance of this SWPPP.

SWPPP Coordinator: Click or tap here to enter text.

Responsibilities:

- Implement the SWPPP.
- Oversee maintenance practices identified as BMPs in the SWPPP.
- Implement and oversee employee training and records management.
- Identify any deficiencies in the SWPPP and make sure they are corrected.
- Maintain reports and records.
- Ensure that any changes in facility operation are addressed in the SWPPP.
- Click or tap here to enter text.
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- Click or tap here to enter text.

Staff: Click or tap here to enter text.

Responsibilities:

- Assist SWPPP coordinator with implementing the SWPPP.
- Responsible for routine maintenance and applicable BMPs.
- Ensure that all housekeeping and monitoring procedures are implemented.
- Conduct monthly SWPPP inspections and update records.
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- Click or tap here to enter text.

2.4 Site Description and Activities

Briefly describe what the facility does.

Click or tap here to enter text.

2.5 General Location Map

Appendix A includes a copy of the facility location map.

2.6 Site Map

Appendix B includes a copy of the facility site map, which provides the following items. Check boxes when completed

- Location of permitted outfall(s);
- Location of additional sampling points;
- Stormwater drainage area and flow direction for each water outfall;
- BMPs to reduce pollutants in stormwater, (e.g., vegetative buffer, secondary containments, spill prevention equipment, etc.);
- Location of all stormwater conveyances including; storm drain inlets, ditches, pipes, and swales, when applicable;
- Location of activities of potential stormwater contamination sources including but not limited to non-stormwater discharges, material loading/unloading/storage areas, hazardous substances, maintenance operations, solid waste storage areas, vehicle maintenance (including washing)and fueling areas;

3.0 IDENTIFICATION OF STORMWATER CONTAMINATION SOURCES

This section identifies significant materials located at the site that have the potential to contaminate stormwater. Additionally, this section presents a record of past spills and leaks, identifies areas for potential stormwater contamination, and summarizes available stormwater sampling data.

3.1 Material Inventory

Materials used by the facility that have the potential to be present in stormwater runoff are listed in the table below.

Industrial Activities <i>(Describe activity)</i>	Trade Name or Description of Potential Pollutants	Estimated Amount Used Annually (gal/lbs)
<i>Example: Vehicle fueling operation</i>	<i>Diesel Fuel</i>	<i>6,000 gal</i>
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
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Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

3.2 Locations of Potential Stormwater Contamination

Locations of potential stormwater contamination and sources are listed in the table below.

Potential Stormwater Contamination Point	Potential Source	Area of Potential to Impact	Potential Problem
<i>Example 6,000 gallon gasoline tank</i>	<i>Gasoline</i>	<i>Inside secondary containment, parking lot, receiving waterbody</i>	<i>Breach in the secondary containment, outlet valve left open, poor tank or secondary containment condition.</i>
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

3.3 Historical Spills and Leaks Record

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. Underground and above ground storage devices for petroleum products, vegetable oils and animal fats are subject to control under SPCC and are expected to be managed under those provisions. 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.

Records of each reportable spill shall be retained for a minimum of 5 years or as required per applicable regulation. Such reports must include the type of material spilled, volume, date of spill, date clean-up was completed, clean-up method, and final disposal method. Record of historical spills and leaks may be stored with the Spill Prevention Control and Countermeasures (SPCC) plan if applicable.

Provide a brief overview of reportable spills in the table below. Specific details, including abatement actions, should be documented in a separate written report to be saved with the SWPPP.

Date	Description	Outfall
Click to enter a date.	Click or tap here to enter text.	Click or tap here to enter text.
Click to enter a date.	Click or tap here to enter text.	Click or tap here to enter text.
Click to enter a date.	Click or tap here to enter text.	Click or tap here to enter text.
Click to enter a date.	Click or tap here to enter text.	Click or tap here to enter text.
Click to enter a date.	Click or tap here to enter text.	Click or tap here to enter text.

3.4 Unauthorized Non-stormwater Discharges

The permittee must evaluate for the presence of unauthorized non-stormwater discharges at the site. The evaluation must include, the date of evaluation, description of the evaluation criteria, list of drainage (outfall) points and actions taken to eliminate the discharge. (Continued on next page.)

Date	Description	Outfall	Actions
		1	

<i>Example</i> 1/1/2019	<i>Evaluation of Vehicle Wash Area</i>	<i>N/A</i>	<i>Connection made with local municipality utility for sewer service.</i>
Click or tap to enter a date.	Click or tap here to enter text.	Click to enter text.	Click or tap here to enter text.
Click to enter a date.	Click or tap here to enter text.	Click to enter text.	Click or tap here to enter text.
Click to enter a date.	Click or tap here to enter text.	Click to enter text.	Click or tap here to enter text.
Click to enter a date.	Click or tap here to enter text.	Click to enter text.	Click or tap here to enter text.

3.5 Summary of Available Stormwater Sampling Data

If samples have been collected to confirm compliance with benchmarks/effluent limitations, sample results shall be stored with this SWPPP. List of sampling events:

Date	Outfall/Sample Location	Result; Benchmark Exceedance (Y/N)	Parameter	Corrective Action Date and Detail
<i>EX</i> 1/1/2019	<i>Outfall 001</i>	<i>210 mg/L; Y</i>	<i>Total Suspended Solids</i>	<i>1/15/2019 – installed new sedimentation sock</i>
Click or tap to enter a date.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap to enter a date.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
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Click or tap to enter a date.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

date.				
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4.0 STORMWATER CONTROL MEASURES

4.1 Best Management Practices Analysis and Implementation

This SWPPP requires an Alternative Analysis of the BMPs be developed, implemented and maintained at the facility. The Alternative Analysis is a structured evaluation of BMPs that are reasonable and cost effective. The analysis should include practices that are designed to be: 1) non-degrading to water quality; 2) less degrading to water quality; or, 3) degrading to water quality. The chosen BMP will be the most reasonable and cost effective, while ensuring that the highest statutory and regulatory requirements are achieved and the highest quality water attainable for the facility is discharged. The analysis must demonstrate why “no discharge” or “no exposure” are not feasible alternatives. This 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) and 10 CSR 20-7.015(9)(A)5.]. Existing facilities with established SWPPPs and BMPs need not conduct an additional alternatives analysis unless new BMPs are established to address benchmark exceedances.

BMPs shall be selected, installed, used, operated and maintained in accordance with the concepts and methods described in “Developing Your Stormwater Pollution Prevention Plan, a Guide for Industrial Operators” published by the U.S. Environmental Protection Agency, June 2015. epa.gov/npdes/industrial-stormwater-guidance

(Describe the BMPs analysis conducted, rationale and implementation of BMPs at the facility. Explain why “no discharge” or “no exposure” are not feasible alternatives.)

Click or tap here to enter text.

4.2 Good Housekeeping

This SWPPP requires that the facility provide good housekeeping practices on-site.

(Describe general housekeeping activities. Some general permits have industry specific criteria.)

Example - Fuel tank secondary containment will be swept and cleaned as needed. After rain events, any evident gasoline film is to be recovered with proper absorbent pads and properly disposed. Clean water should be discharged in accordance with SPCC plan and/or operating permit conditions.

Click or tap here to enter text.

4.3 Waste, Garbage and Floatable Debris

This SWPPP requires that the facility discharges, including stormwater, do not contain floating solids or visible foam and that materials are not transported off-site or into a water of the state during high water events.

(Describe maintenance and BMPs associated.)

Click or tap here to enter text.

4.4 Dust Generation and Vehicle Track-out

(Describe maintenance and BMPs associated.)

Click or tap here to enter text.

4.5 Material Storage

To prevent the commingling of stormwater with container contents, store all paints, solvents, petroleum products, petroleum waste products and storage containers (e.g., drums, cans or cartons) so they are not exposed to stormwater. Other prescribed BMPs include providing plastic lids and/or portable spill pans. Commingled water may not be discharged under this permit. Provide spill prevention, control and countermeasures to prevent these pollutants from entering waters of the state. Any containment system implemented to fulfill this requirement shall be constructed of materials compatible with the substances contained and shall prevent the contamination of groundwater. *(Describe material storage practices and associated BMPS.)*

Click or tap here to enter text.

4.6 Maintenance

This SWPPP requires that the facility minimize potential for stormwater exposure to leaking or leak-prone vehicles/equipment.

(Describe general maintenance activities such as vehicle maintenance and associated BMPS.)

Example – Vehicle maintenance is performed inside the maintenance shed. Recovered fluids are containerized and properly disposed. Accidental spills/leaks are immediately cleaned and recovered materials properly disposed.

Click or tap here to enter text.

4.7 Stormwater Treatment

(Describe stormwater treatment measures, if applicable.)

Example – Stormwater runoff from the fuel dispenser island is routed to the oil water separator to ensure benchmark levels are maintained.

Click or tap here to enter text.

4.8 Spill Prevention and Response

This SWPPP requires that a detailed plan be in place in the event of a release or spill of a hazardous substance.

(Describe spill response, reporting and management plans/procedures. May be incorporated as part of a SPCC plan, if applicable.)

Click or tap here to enter text.

4.9 Erosion/Sediment Controls and Runoff

This SWPPP requires that sediment and erosion control are provided to prevent sediment migration off of the property.

(Describe any erosion control measures including vegetative cover)

Example - Vegetative buffers exist between the parking lot and receiving stream to aid in reducing velocity and limiting erosion.

Click or tap here to enter text.

4.10 Stormwater Benchmark Evaluation

This SWPPP requires that a provision be developed for evaluating benchmarks in the permit.

(Describe the provisions put in place to evaluate BMP performance with stormwater benchmarks identified in the permit.)

Example – Stormwater samples are collected every year during the month of April. Samples are collected for parameters noted in the benchmark list and corrective actions taken as warranted based on analysis results.

Example – All outfalls have structural BMPs which are operated per manufacturer’s instructions. The effluent is examined at the outfall weekly to ensure it is in compliance with the general criteria.

Click or tap here to enter text.

4.11 Authorized Non-Stormwater Discharges

The operating permit identifies certain allowable non-stormwater discharges that may vary based on permit type. The permit may contain additional requirements for these discharges. Non-stormwater discharges not specifically identified in the permit are not authorized for discharge.

(List the applicable non-stormwater discharges and the complete the following table.)

No.	Type of Allowable Non-Stormwater Discharge	Likely to be Present	Pollution Prevention Measures
1.	Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click or tap here to enter text.
2.	Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click or tap here to enter text.
3.	Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click or tap here to enter text.
4.	Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click or tap here to enter text.
7.	Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click or tap here to enter text.
8.	Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click or tap here to enter text.
9.	Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click or tap here to enter text.
10.	Click or tap here to enter text.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click or tap here to enter text.

5.0 EMPLOYEE TRAINING

This SWPPP requires a provision for providing training to all personnel involved in material handling, material storage and housekeeping of areas having materials exposed to stormwater. Proof of training must be made available to the department upon request. A training log template is located and should be retained in Appendix D of this SWPPP. Training should include, at minimum: SWPPP overview, spill response procedures, housekeeping, maintenance requirements and material management practices, as well as any specific criteria established in the permit.

(Describe your facility’s training program.)

Click or tap here to enter text.

6.0 SCHEDULE AND PROCEDURES FOR MONITORING

There may be specific monitoring requirements established by the MSOP. These requirements may be in addition to any required SWPPP inspections.

(Describe the schedule and procedure for conducting monitoring activities.)

Example - Prior to every instance in which clean water is released from the bulk fuel tank secondary containment, visually inspect for any fuel film or sheen on water. Inspect for the odor of fuel. If any fuel film or odor is present, apply absorbent material to water until odor or film is no longer present. Dispose absorbent material properly. Record the release of stormwater as indicated in the SPCC plan.

Click or tap here to enter text.

7.0 INSPECTIONS

This SWPPP requires a schedule for monthly site inspections and a brief written report, which includes the name of the inspector, the signature of the inspector and the date. The inspections must include observation and analysis of BMP effectiveness, deficiencies and corrective action that will be taken. The inspection should also include observation of the outfall and receiving stream, as well as the integrity of any containment structure(s), including but not limited to above-ground tanks, secondary containment, external piping, etc. Deficiencies must be corrected within the timeframe established in the permit and must be documented in the inspection report. A template inspection log is located in Appendix C.

(Describe any specific or detailed procedures for conducting inspections, who is responsible for inspections and procedures for documenting and correcting deficiencies.)

Click or tap here to enter text.

8.0 CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Authorized Facility Representative

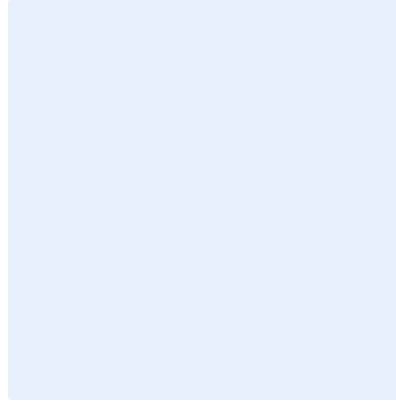
Name Click or tap here to enter text.

Title Click or tap here to enter text.

Date Click or tap to enter a date.

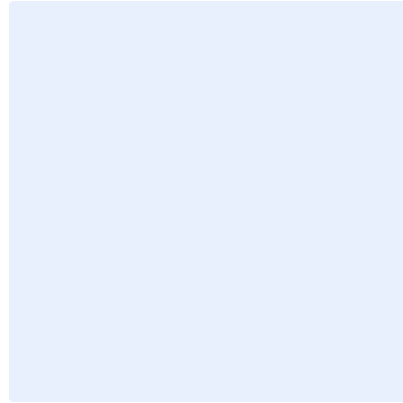
APPENDIX A – FACILITY GENERAL LOCATION MAP

See Section 2.5 - Insert an aerial image or map detailing location of facility. Image will need to be final before inserting. Editing is not possible after inserting.



APPENDIX B – FACILITY DETAILED SITE MAP

See Section 2.6 - Insert an aerial image of the facility site detailing site boundaries, stormwater flow, outfall locations, receiving stream, exposed materials..etc. Image will need to be final before inserting. Editing is not possible after inserting.



APPENDIX D – TRAINING LOG

Date	Topics Reviewed	Employee Name	Employee Signature	Management Signature
Click to enter a date.	Click or tap here to enter text.	Click or tap here to enter text.		
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