

# PROJECT MANUAL

## *Crime Lab-Exterior Renovations Troop-H Headquarters Building*

### *Troop-H Headquarters*

#### *St. Joseph, Missouri*

Designed By: Walter P Moore and Associates, Inc.  
1100 Walnut, Suite 1825  
Kansas City, Missouri 64106

Date Issued: June 25, 2024

Project No.: R2338-01

STATE of MISSOURI

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OFFICE of ADMINISTRATION  
Facilities Management, Design & Construction

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**SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS**

**PROJECT NAME:** CRIME LAB – EXTERIOR RENOVATIONS  
TROOP H HEADQUARTERS

**PROJECT NUMBER:** R2338-01

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

Civil Engineer: Michael J. Haake, P.E.

I hereby certify that the documents intended to be authenticated by my seal are limited to those Drawings and Specifications indicated below and these documents have been prepared by me, or under my direct supervision.

I hereby disclaim any responsibility for all other drawings, specification, designs, estimates, reports, or other documents or instruments related to or intended to be used for any part of other portions of the project for which do not bear my seal.

I am responsible for the following specifications and drawings:

Drawings:

- G-001 Cover Sheet
- C-010 General Notes
- C-101 Overall Plan
- C-102 Construction Phasing Plan
- C-103 Demolition Plan
- C-104 Demolition Plan
- C-105 Demolition Plan
- C-106 Demolition Plan
- C-107 Civil Site Layout Plan
- C-108 Civil Site Layout Plan
- C-109 Civil Site Layout Plan
- C-110 Civil Site Layout Plan
- C-111 Civil Site Pavement Joint Plan
- C-112 Civil Site Pavement Joint Plan
- C-113 Civil Site Pavement Joint Plan
- C-114 Civil Site Pavement Joint Plan
- C-115 Civil Site Grading Plan
- C-116 Civil Site Grading Plan
- C-117 Civil Site Grading Plan
- C-118 Civil Site Grading Plan
- C-119 Erosion and Sediment Control Plan
- C-501 Civil Site Details
- C-502 Civil Site Details

Specifications:

- 055213 Pipe and Tube Railings
- 311000 Site Clearing
- 312000 Earth Moving
- 321216 Asphalt Paving
- 321313 Concrete Paving
- 321373 Concrete Paving Joint Sealants
- 329200 Turf and Grasses



(SEAL)

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Structural Engineer: David T. Ford, P.E., RRC, RWC, LEED AP

I hereby certify that the documents intended to be authenticated by my seal are limited to those Drawings and Specifications indicated below and these documents have been prepared by me, or under my direct supervision.

I hereby disclaim any responsibility for all other drawings, specification, designs, estimates, reports, or other documents or instruments related to or intended to be used for any part of other portions of the project for which do not bear my seal.

I am responsible for the following specifications and drawings:

Drawings:

S-001 General Notes  
S-002 General Notes  
S-100 Site Plan  
S-200 South and Northeast Elevations  
S-201 West Elevation  
S-202 East Elevation  
S-203 Porte-Cochere and Planter Wall

Specifications:

040120 Brick Masonry Restoration and Cleaning  
040121 Tasks Items – Masonry Restoration  
050110 Steel Field Re-Coating  
071900 Water Repellents



(SEAL)

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Electrical Engineer: Maurice Bass, P.E.

I hereby certify that the documents intended to be authenticated by my seal are limited to those Drawings and Specifications indicated below and these documents have been prepared by me, or under my direct supervision.

I hereby disclaim any responsibility for all other drawings, specification, designs, estimates, reports, or other documents or instruments related to or intended to be used for any part of other portions of the project for which do not bear my seal.

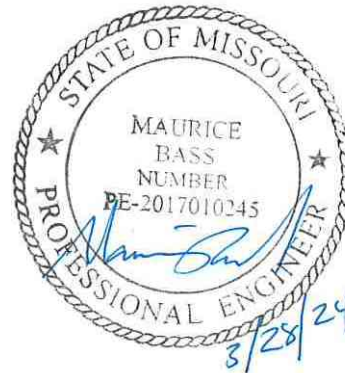
I am responsible for the following specifications and drawings:

Drawings:

E-000 Electrical Legend & General Notes  
E-100 Electrical Demo Plan  
E-200 Electrical Site Plan  
E-300 Electrical Details  
E-301 Supplemental Pole Details

Specifications:

260526 Grounding and Bonding for Electrical Systems  
260529 Hangers and Supports for Electrical Systems  
260533 Raceways and Boxes for Electrical Systems  
260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling  
260553 Identification for Electrical Systems  
262726 Wiring Devices  
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(SEAL)



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## SECTION 000115 – LIST OF DRAWINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

### PART 2 - PRODUCTS (NOT APPLICABLE)

### PART 3 - EXECUTION

#### 3.1 LIST OF DRAWINGS

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

	<u>TITLE</u>	<u>SHEET #</u>
1.	Cover Sheet	G-001
2.	General Notes & Sheet Index	G-002
3.	Overall Plan	C-101
4.	Construction Phasing Plan	C-102
5.	Civil Site Demolition Plan	C-103
6.	Civil Site Demolition Plan	C-104
7.	Civil Site Demolition Plan	C-105
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9.	Civil Site Layout Plan	C-107
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19. Civil Site Grading Plan	C-117
20. Civil Site Grading Plan	C-118
21. Erosion and Sediment Control Plan	C-119
22. Civil Site Details	C-501
23. Civil Site Details	C-502
24. Electrical Legend & General Notes	E-000
25. Electrical Demolition Plan	E-100
26. Electrical Site Plan	E-200
27. Electrical Details	E-300
28. Supplemental Pole Details	E-301
29. Structural General Notes	S-001
30. Structural General Notes	S-002
31. Structural Site Plan	S-100
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**END OF SECTION 000115**

## SECTION 001116 - INVITATION FOR BID

### 1.0 OWNER:

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

### 2.0 PROJECT TITLE AND NUMBER:

- A. Crime Lab-Exterior Renovations Troop-H Headquarters Building  
Troop-H Headquarters  
St. Joseph, Missouri  
**Project No.: R2338-01**

### 3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, September 10, 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
- 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: 10:30 AM, August, 20, 2024, at Missouri State Highway Patrol, Troop H 3525 North Belt Highway St. Joseph, Mo., 64506
- 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: Walter P Moore and Associates, Inc., Michael Haake, P. E. ENV SP/Senior Associate, 816-701-2117, email: [mhaake@walterpmoore.com](mailto:mhaake@walterpmoore.com)
- B. Project Manager: Fred Decker Jr, 573-751-8521, email: [Fred.Decker@oa.mo.gov](mailto:Fred.Decker@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](mailto:paul.girouard@oa.mo.gov) ; April Howser: 573-751-0053, [April.Howser@oa.mo.gov](mailto:April.Howser@oa.mo.gov) ; or Mandy Roberson: 573-522-0074, [Mandy.Roberson@oa.mo.gov](mailto:Mandy.Roberson@oa.mo.gov).
- F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an "inactive" message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: [cathy.holliday@oa.mo.gov](mailto:cathy.holliday@oa.mo.gov).



## IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

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

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

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

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

- A. If awarded a contract, the Bidder's employees, and the employees of all subcontractors, who perform the work on the project must adhere to requirements in Section 013513 – Site Security and Health Requirements as applicable per Agency.
- B. The Bidder's prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work. THIS PROJECT IS NOT TAX EXEMPT.

### **2.0 - BID DOCUMENTS**

- A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site - <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

### **3.0 - BIDDERS' OBLIGATIONS**

- A. Bidders must carefully examine the entire site of the work and shall make all reasonable and necessary investigations to inform themselves thoroughly as to the facilities available as well as to all the difficulties involved in the completion of all work in accordance with the specifications and the plans. Bidders are also required to examine all maps, plans and data mentioned in the specifications. No plea of ignorance concerning observable existing conditions or difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.
- B. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders may be subject to rejection.

### **4.0 - INTERPRETATIONS**

- A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.
- B. Approval for an "acceptable substitution" issued in the form of an addendum as per Paragraph 4A above, and as per Article 3.1 of the General Conditions; ACCEPTABLE SUBSTITUTIONS shall constitute approval for use in the project of the product.
- C. An "acceptable substitution" requested after the award of bid shall be approved if proven to the satisfaction of the Owner and the Designer as per Article 3.1, that the product is acceptable in design, strength, durability, usefulness, and convenience for the purpose intended. Approval of the substitution after award is at the sole discretion of the Owner.
- D. A request for "Acceptable Substitutions" shall be made on the Section 006325 Substitution Request Form. The request shall be sent directly to the project Designer. A copy of said request should also be mailed to the Owner, Division of Facilities Management, Design and Construction, Post Office Box 809, Jefferson City, Missouri 65102.

## **5.0 - BIDS AND BIDDING PROCEDURE**

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

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

### **Bid Submittal – due before stated date and time of bid opening (see IFB):**

004113	Bid Form (all pages are always required)
004322	Unit Prices Form
004336	Proposed Subcontractors Form
004337	MBE/WBE/SDVE Compliance Evaluation Form
004338	MBE/WBE/SDVE Eligibility Determination for Joint Ventures
004339	MBE/WBE/SDVE GFE Determination
004340	SDVE Business Form
004541	Affidavit of Work Authorization
004545	Anti-Discrimination Against Israel Act Certification form

- B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.
- C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within ten (10) working days after such tender.
- D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

## **6.0 - SIGNING OF BIDS**

- A. A bid from an individual shall be signed as noted on the Bid Form.
- B. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.
- C. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.
- D. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signatory is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signatory 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 a E-Verify is located at <https://www.uscis.gov/e-verify/>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

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

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

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

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

## **12.0 - WORKING DAYS**

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:
  - 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://oao.mo.gov/sdve-certification-program/>) or the Department of Veterans Affairs' directory (<https://veterans.certify.sba.gov/#search>).
3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.
2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
  - a. The amount of actual participation obtained;
  - b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
  - c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
  - d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
  - e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
  - f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
  - g. The Bidder's stated reasons for rejecting any bids;
3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.

F. Contractor MBE/WBE/SDVE Obligations

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

2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor's bid, the Contractor must satisfactorily explain to the Director why it cannot comply with the requirement and why failing meeting the requirement was beyond the Contractor's control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
  - a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or
  - b. Declaring the Contractor be non-responsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.
3. If the Contractor replaces an MBE, WBE, or SDVE during the course of this contract, the Contractor shall replace it with another MBE, WBE, or SDVE or make a good faith effort to do so. All MBE, WBE and SDVE substitutions must be approved by the Director.
4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, or SDVE during the preceding month and the cumulative total of work completed by each MBE, WBE or SDVE to date with each monthly application for payment. The Contractor shall also make a final report, which shall include the total dollar-value of work completed by each MBE, WBE, and SDVE during the entire contract.

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

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

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

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

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

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



# State of Missouri Construction Contract

**THIS AGREEMENT** is made (DATE) by and between:

## *Contractor Name and Address*

hereinafter called the "Contractor,"

and the **State of Missouri**, hereinafter called the "**Owner**", represented by the Office of Administration, Division of Facilities Management, Design and Construction.

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:**                    **Crime Lab-Exterior Renovations Troop-H Headquarters Building  
Troop-H Headquarters  
St. Joseph, Missouri**

**Project Number:**                **R2338-01**

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 **100 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: \$

Alternate No. 1: \$

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

**ARTICLE 5. PREVAILING WAGE RATE**

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

**DAVIS-BACON ACT:** If this Project is financed in whole or in part from Federal funds (as indicated in the Instructions to Bidders or other bid or contract documents for this Project), then this contract shall be subject to all applicable federal labor statutes, rules and regulations, including provisions of the Davis-Bacon Act, 40 U.S.C. §3141 et seq., and the “Federal Labor Standards Provisions,” as further set forth in Section 007333 – Supplementary General Conditions for Federally Funded/Assisted Construction Projects, which is incorporated into the contract by reference. Where the Missouri Prevailing Wage Law and the Davis-Bacon Act require payment of different wages for work performed under this contract, the Contractor and all Subcontractors shall pay the greater of the wages required under either law, on a classification by classification basis.

**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
------

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**NOTARY INFORMATION**

NOTARY PUBLIC EMBOSSER SEAL
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STATE OF
----------

COUNTY (OR CITY OF ST. LOUIS)
-------------------------------

USE RUBBER STAMP IN CLEAR AREA BELOW
--------------------------------------

SUBSCRIBED AND SWORN BEFORE ME, THIS
--------------------------------------

DAY OF
NOTARY PUBLIC SIGNATURE

YEAR
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
LOCATION	DATE INSTALLED

**SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT**

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**REASON FOR SUBSTITUTION**

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

YES     NO

IF YES, EXPLAIN

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

YES     NO

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

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

BIDDER/CONTRACTOR

DATE

**REVIEW AND ACTION**

Resubmit Substitution Request with the following additional information:

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Substitution is accepted.

Substitution is accepted with the following comments:

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Substitution is not accepted.

ARCHITECT/ENGINEER

DATE





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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at  
 \_\_\_\_\_  
 (ADDRESS OF PROJECT)

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

DOES HEREBY:

1. ACKNOWLEDGE that they have been **PAID IN FULL** all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.
1. REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been **paid in full** all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this            day of            , 20    .

NAME OF SUBCONTRACTOR
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BY (TYPED OR PRINTED NAME)
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SIGNATURE
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TITLE
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ORIGINAL: FILE/Closeout Documents



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

**MBE/WBE/SDVE PROGRESS REPORT**

Remit with **ALL** Progress and Final Payments

(Please check appropriate box) CONSULTANT CONSTRUCTION

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

PROJECT TITLE

PROJECT LOCATION

FIRM

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

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

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

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

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

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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



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

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

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

(NAME)

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

(POSITION) (NAME OF THE COMPANY)

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

(NAME OF PROJECT)

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

(NAME OF THE INSTITUTION)

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

SIGNATURE

**NOTARY INFORMATION**

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

FILE: Closeout Documents

# GENERAL CONDITIONS

## INDEX

ARTICLE:

**1. General Provisions**

- 1.1. Definitions
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- 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
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- 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 Haake, P. E. ENV SP/Senior Associate  
Walter P Moore and Associates, Inc.  
1100 Walnut, Suite 1825  
Kansas City, Missouri 64106  
Telephone: 816-701-2117  
Email: [mhaake@walterpmoore.com](mailto:mhaake@walterpmoore.com)

Construction Representative: Michael Varhola  
Division of Facilities Management, Design and Construction  
615 East 13th Street  
Kansas City, MO 64106  
Telephone: (816) 889-2492  
Email: [Michael.Varhola@oa.mo.gov](mailto:Michael.Varhola@oa.mo.gov)

Project Manager: Fred Decker Jr  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573-751-8521  
Email: [Fred.Decker@oa.mo.gov](mailto:Fred.Decker@oa.mo.gov)

Contract Specialist: Mandy Roberson  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri 65101  
Telephone: 573-522-0074  
Email: [mandy.roberson@oa.mo.gov](mailto:mandy.roberson@oa.mo.gov)

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

### 4.0 FURNISHING CONSTRUCTION DOCUMENTS:

- A. The Owner will furnish the Contractor with approximately 3 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 3 sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

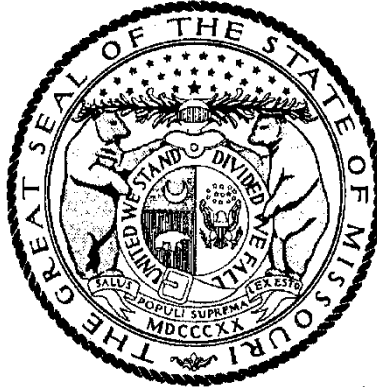
### 5.0 SAFETY REQUIREMENTS

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

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 31

Section 011  
**BUCHANAN COUNTY**

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

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

Todd Smith, Director  
Division of Labor Standards

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

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

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BUCHANAN County

Section 011

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$70.64
Boilermaker	\$33.11*
Bricklayer-Stone Mason	\$60.88
Carpenter	\$59.12
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$33.11*
Plasterer	
Communication Technician	\$33.11*
Electrician (Inside Wireman)	\$56.53
Electrician Outside Lineman	\$33.11*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.11*
Glazier	\$51.93
Ironworker	\$69.83
Laborer	\$46.76
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$33.11*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$63.79
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.17
Plumber	\$68.97
Pipe Fitter	
Roofer	\$54.26
Sheet Metal Worker	\$72.50
Sprinkler Fitter	\$33.11*
Truck Driver	\$45.73
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  
BUCHANAN County

Section 011

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.69
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$33.11*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$46.68
General Laborer	
Skilled Laborer	
Operating Engineer	\$57.49
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.85
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 replacement and select building repairs.
  - 1. Project Location: 3525 N. Belt Highway, St. Joseph, MO 64506
  - 2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.
- B. Contract Documents, dated March 28, 2024 were prepared for the Project by Walter P Moore & Associates, Inc., 1100 Walnut, Suite 1825, Kansas City, MO 64106.
- C. The Work consists of the following:
  - 1. Replace all existing asphalt and concrete pavement.
  - 2. Replace all existing concrete curb.
  - 3. Replace select concrete sidewalks.
  - 4. Expand existing parking.
  - 5. Install drainage improvements at drive to storage sheds.
  - 6. Replace all existing site electrical systems.
  - 7. Repair portions of existing building.
- D. The Work will be constructed under a single prime contract.

#### **1.3 WORK SEQUENCE**

- A. Total project to be completed in 120 from notice to proceed.
- B. The Work will be conducted in 3 phases as shown on the plans.
  - 1. Phase 1 includes site improvements along the east side of the site and pavement replacement at garage bay #2. Work of this phase shall be substantially complete, prior to subsequent phases.
  - 2. Phase 2 includes site improvements to the northern portion of the existing parking lot, visitor parking along the west side of the building, and the driveway to Rochester Road. Work of this phase shall be substantially complete, prior to subsequent phases.

3. Phase 3 includes site improvements along the south portion of the existing parking lot and driveway to N. Belt Highway. Work of this phase shall be substantially complete, prior to subsequent phases.

#### **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. Use of the Existing Building: Maintain the existing building in a weathertight condition 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. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Weather allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
  - 2. Division 1 Section "Unit Prices" for procedures for using unit prices.

#### **1.3 WEATHER ALLOWANCE**

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



- E. Once this allowance is depleted, a no cost Change Order time extension will be executed for “bad weather” days, as defined above, encountered during the remainder of the Project.

#### **1.4 SELECTION AND PURCHASE**

- A. Purchase products and systems selected by Designer from the designated supplier.

#### **1.5 SUBMITTALS**

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### **1.6 COORDINATION**

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### **1.7 ALLOWANCES**

- A. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials under allowance shall be included as part of the Contract Sum and not part of the allowance.

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

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

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

#### **3.2 PREPARATION**

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

#### **3.3 SCHEDULE OF ALLOWANCES**

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

### **END OF SECTION 012100**

## **SECTION 012300 - ALTERNATES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

#### **1.3 DEFINITIONS**

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

#### **1.4 PROCEDURES**

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

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

### **PART 3 - EXECUTION**

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

- A. Alternate No. 1: Add grading and asphalt paving as indicated on the Drawings labeled "Add Alternate # 1".

### **END OF SECTION 012300**

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract Modifications.
- B. Related Sections include the following:
  - 1. Division 1, Section 012100 "Allowances" for procedural requirements for handling and processing Allowances.
  - 2. Division 1, Section 012200 "Unit Prices" for administrative requirements for using Unit Prices.
  - 3. Division 1, Section 013115 "Project Management Communications" for administrative requirements for communications.
  - 4. Division 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
  - 5. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Change Order requirements.

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

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

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

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

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

#### **1.5 PROPOSAL REQUESTS**

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

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

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

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

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

**END OF SECTION 012600**

## **SECTION 013100 – COORDINATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:
  - 1. Coordination Drawings.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
- B. Related Sections include the following:
  - 1. Division 1, Section 013200 "Schedules" for preparing and submitting Contractor's Construction Schedule.
  - 2. Articles 1.8.B and 1.8.C of Section 007213 "General Conditions" for coordinating meetings onsite.
  - 3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

#### **1.3 COORDINATION**

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

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

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

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

**END OF SECTION 013100**



## SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

Completed forms shall be emailed to the following email address: [OA.FMDCE-BuilderSupport@oa.mo.gov](mailto:OA.FMDCE-BuilderSupport@oa.mo.gov).

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

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

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

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

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

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

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable.)

END OF SECTION 013115

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

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

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

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

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

### **PART 3 - EXECUTION**

#### **3.1 SUBMITTAL PROCEDURES**

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

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

### 3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

- A. Bar-Chart Schedule: The Contractor shall prepare a comprehensive, fully developed, horizontal bar chart-type Contractor’s Construction Schedule. The Contractor for general construction shall prepare the Construction Schedule for the entire Project. The Schedule shall show the percentage of work to be completed at any time, anticipated monthly payments by Owner, as well as significant dates (such as completion of excavation, concrete foundation work, underground lines, superstructure, rough-ins, enclosure, hanging of fixtures, etc.) which shall serve as check points to determine compliance with the approved Schedule. The Schedule shall also include an activity for the number of “bad” weather days specified in Section 012100 – Allowances.
  - 1. The Contractor shall provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
    - a. If practical, use the same Schedule of Values breakdown for schedule time bars.
  - 2. The Contractor shall provide a base activity time bar showing duration for each construction activity. Each bar is to indicate start and completion dates for the activity. The Contractor is to place a contrasting bar below each original schedule activity time for indicating actual progress and planned remaining duration for the activity.
  - 3. The Contractor shall prepare the Schedule on a minimal number of separate sheets to readily show the data for the entire construction period.
  - 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on schedule with other construction activities. Include minor elements involved in the overall sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
  - 5. Coordinate the Contractor’s Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
  - 6. Indicate the Intent to Award and the Contract Substantial Completion dates on the schedule.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:
  - 1. Requirement for Phased completion
  - 2. Work by separate Contractors
  - 3. Work by the Owner
  - 4. Pre-purchased materials
  - 5. Coordination with existing construction
  - 6. Limitations of continued occupancies

7. Un-interruptible services
  8. Partial Occupancy prior to Substantial Completion
  9. Site restrictions
  10. Provisions for future construction
  11. Seasonal variations
  12. Environmental control
- C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:
1. Subcontract awards
  2. Submittals
  3. Purchases
  4. Mockups
  5. Fabrication
  6. Sample testing
  7. Deliveries
  8. Installation
  9. Testing
  10. Adjusting
  11. Curing
  12. Startup and placement into final use and operation

### **3.3 SCHEDULE OF SUBMITTALS**

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

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

### **3.4 SCHEDULE OF INSPECTIONS AND TESTS**

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

**END OF SECTION 013200**



## **SECTION 013300 – SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **1.3 SUBMITTAL PROCEDURES**

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

### **1.4 SHOP DRAWINGS**

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

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

## **1.5 PRODUCT DATA**

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

## **1.6 SAMPLES**

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

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

## 1.7 QUALITY ASSURANCE DOCUMENTS

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

## 1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 REQUIRED SUBMITTALS

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

<b>SPEC SECTION</b>	<b>TITLE</b>	<b>CATEGORY</b>
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
040120	Brick Masonry	Shop Drawings
040120	Brick Masonry	Sample
040120	Brick Masonry	Product Data
050110	Steel Re-coating	Product Data
055213	Railings	Product Data
071900	Water Repellents	Product Data
260526	Grounding and Bonding Systems	Product Data
260529	Hangers and Supports	Product Data
260533	Conduits and Boxes	Product Data
260544	Sleeves and Sealants	Product Data
260553	Identification Products	Product Data
262726	Receptacles	Product Data
262813	Cartridge Fuses	Product Data
265619	LED Lighting	Product Data
265619	LED Lighting	Operation / Maintenance Manual
311000	Silt Fence	Product Data
311000	Soil Materials	Product Data
312000	Plastic Warning Tape	Product Data
312000	Soil Materials	Test Report
321216	Asphalt Mix Designs	Product Data
321216	Asphalt Mix Designs	Test Report
321216	Asphalt Materials	Certification
321313	Concrete Mix Designs	Product Data
321313	Concrete Mix Designs	Test Report
321313	Concrete Materials	Certification

321313	Pavement Marking Paint	Product Data
321373	Joint Sealants	Product Data
329200	Grass Seed & Sod	Product Data
329200	Grass Seed & Sod	Certification

**END OF SECTION 013300**

## **SECTION 013513.25 - SITE SECURITY AND HEALTH REQUIREMENTS (MSHP)**

### **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 and light
  - 3. Temporary heat
  - 4. Ventilation
  - 5. Sanitary facilities, including drinking water
  - 6. Storm and sanitary sewer
- C. Support facilities include, but are not limited to, the following:
  - 1. Field offices and storage sheds
  - 2. Temporary roads and paving
  - 3. Dewatering facilities and drains
  - 4. Temporary enclosures
  - 5. Temporary project identification signs and bulletin boards
  - 6. Waste disposal services
  - 7. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, to following:
  - 1. Temporary fire protection
  - 2. Barricades, warning signs, and lights
  - 3. Sidewalk bridge or enclosure fence for the site
  - 4. Environmental protection

#### **1.3 SUBMITTALS**

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Within (15) days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

## **1.4 QUALITY ASSURANCE**

- A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:
  - 1. Building code requirements
  - 2. Health and safety regulations
  - 3. Utility company regulations
  - 4. Police, fire department, and rescue squad rules
  - 5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”. ANSI A10 Series standards for “Safety Requirements for Construction and Demolition”, and NECA Electrical Design Library “Temporary Electrical Facilities”.
  - 1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code”.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## **1.5 PROJECT CONDITIONS**

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist onsite.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with applicable requirements.
  - 1. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.
  - 2. For fences and vision barriers, provide minimum 3/9” (9.5mm) thick exterior plywood.
  - 3. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8” (16mm) thick exterior plywood.

- C. Water: Provide potable water approved by local health authorities.
- D. Open-Mesh Fencing: Provide 0.120" (3mm) thick, galvanized 2" (50mm) chainlink fabric fencing 6' (2m) high with galvanized steel pipe posts, 1½" (38mm) ID for line posts and 2½" (64mm) ID for corner posts.

## **2.2 EQUIPMENT**

- A. General: Provide new equipment. If acceptable to the Designer, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ¾" (19mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100' (30m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage rating.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

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

### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
  - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.

3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
  4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.
- B. Temporary Water Service: The Owner will provide water for construction purposes from the existing building system. All required temporary extensions shall be provided and removed by the Contractor. Connection points and methods of connection shall be designated and approved by the Construction Representative.
- C. Temporary Electric Power Service: The Owner will provide electric power for construction lighting and power tools. Contractors using such services shall pay all costs of temporary services, circuits, outlet, extensions, etc.
1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.
- D. Temporary Heating: Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
1. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP gas or fuel-oil heaters with individual space thermostatic control.
  2. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
- E. Temporary Toilets: The Owner will provide toilets and associated facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- F. 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.
- G. Drinking-Water Facilities: The Owner will provide drinking water facilities within the building. All construction personnel will be allowed access only to those specific facilities designated by the Construction Representative.
- H. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.



### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Locate field offices, storage sheds, and other temporary construction and support facilities for easy access.
  - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Storage facilities: Install storage sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere onsite.
- C. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Designer.
  - 1. Paving: Comply with Division 2 Section “Hot-Mixed Asphalt Paving” for construction and maintenance of temporary paving.
  - 2. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
  - 3. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.
  - 4. Delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. Coordinate with weather conditions to avoid unsatisfactory results.
  - 5. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.
- D. Construction Parking: Parking at the site will be provided in the areas designated at the Pre-Construction Meeting.
- E. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
  - 1. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.
- F. Project Identification and Temporary Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.

1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
  2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- G. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.
- H. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

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

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- B. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- D. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

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

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

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

**END OF SECTION 015000**

## **SECTION 017400 – CLEANING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

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

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

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

### **PART 3 - EXECUTION**

#### **3.1 PROGRESS CLEANING**

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

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

C. Structures

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

### 3.2 FINAL CLEANING

- A. General: Provide final cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
  1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities including landscape development areas, of rubbish, waste material, litter, and foreign substances.
  2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  3. Remove petrochemical spills, stains, and other foreign deposits.
  4. Remove tools, construction equipment, machinery, and surplus material from the site.
  5. Remove snow and ice to provide safe access to the building.
  6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  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 040120 - BRICK MASONRY RESTORATION AND CLEANING**

### **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 SUMMARY**

- A. This Section includes restoration and cleaning of brick masonry as follows:
  - 1. Repairing brick masonry, including replacing damaged units.
  - 2. Repairing cracks in brick masonry.
  - 3. Repointing mortar joints.
  - 4. Cleaning and recoating steel lintels and shelf angles.
- B. Related Sections include the following:
  - 1. Division 5 [05] Section "Steel Field Recoating."
- C. Allowances: Quantity allowances for brick masonry restoration and cleaning are specified in Division 1 Section "Allowances" and may be indicated on the Bid Form or in Division 1 Section "Task Items."
  - 1. Perform brick masonry restoration and cleaning work included in quantity allowances only as authorized. Authorized work includes work indicated by project drawings and specifications or as indicated by Engineer in writing.
  - 2. Notify Engineer weekly of extent of work performed that is attributable to quantity allowances. Provide detailed notification in writing for specific work items and units completed.
  - 3. Perform work that exceeds quantity allowances only as authorized by Change Orders. Work performed in excess of allowed quantities without prior approval from Engineer is subject to rejection for payment.
  - 4. See Division 1 Section "Unit Prices" for additional requirements.

#### **1.3 DEFINITIONS**

- A. Water Spray Pressures:
  - 1. Low-Pressure: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
  - 2. Medium-Pressure: 400 to 800 psi (2750 to 5500 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
  - 3. High-Pressure: 800 to 1200 psi (5500 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

#### **1.4 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.
- B. Shop Drawings: Full-size patterns for specially molded brick shapes and brick arches. Submit also shop drawings for specific work items as indicated by contract documents or Engineer.
- C. Samples for Verification: Before erecting mockup, submit samples of the following:
  - 1. Each type of exposed masonry unit to be used for replacing existing units.
    - a. For each brick type, provide straps or panels containing at least four bricks. Submit sufficient samples to show the full range of size, color, and/or finish variations that will occur in the final product.
  - 2. Each type of pointing mortar in the form of sample mortar strips, 6 inches (150 mm) long by 1/2 inch (13 mm) wide, set in aluminum or plastic channels.
    - a. Include with each sample a list of ingredients with proportions of each. Identify sources, both supplier and quarry, of each type of sand and brand names of cementitious materials and pigments if any.
- D. Qualification Data: For restoration specialists and chemical cleaner manufacturer, if requested.
- E. Restoration Program: For each phase of restoration process, provide detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of restoration work including protection of surrounding materials on building and Project site.
  - 1. Include methods for keeping pointing mortar damp during curing period.
  - 2. If materials and methods other than those indicated are proposed for any phase of restoration work, provide a written description, including evidence of successful use on comparable projects, and a testing program to demonstrate their effectiveness for this Project.
- F. Cleaning Program: Describe cleaning process in detail, including materials, methods, and equipment to be used and protection of surrounding materials on building and Project site, and control of runoff during operations.
  - 1. If materials and methods other than those indicated are proposed for cleaning work, provide a written description, including evidence of successful use on comparable projects, and a testing program to demonstrate their effectiveness for this Project.

## 1.5 QUALITY ASSURANCE

- A. Restoration Specialist Qualifications: Engage an experienced, preapproved masonry restoration and cleaning firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance for a minimum of ten (10) years.
  - 1. At Contractor's option, work may be divided between two specialist firms: one



- for cleaning work and one for repair work.
2. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on Project site during times that brick masonry restoration and cleaning are in progress. Supervisors shall not be changed during Project except for causes beyond the control of restoration specialist firm.
  3. Restoration Worker Qualifications: Persons who are experienced and specialize in restoration work of types they will be performing.
- B. Brick Manufacturer Qualifications: A firm regularly engaged in manufacturing brick masonry units of similar size and complexity as those required for the Work.
- C. Chemical Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results for a minimum of ten (10) years, and with factory-trained representatives who are available for consultation and Project-site inspection and assistance at no additional cost.
- D. Source Limitations: Obtain each type of material for masonry restoration (face brick, cement, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties.
- E. Mockups: Prepare mockups of restoration and cleaning as follows to demonstrate aesthetic effects and qualities of materials and execution. Prepare mockups on existing walls under same weather conditions to be expected during remainder of the Work. Do not proceed with work until mockups have been observed and approved by Engineer.
1. Repointing: Rake out joints in two separate areas approximately 48 inches (1200 mm) high by 48 inches (1200 mm) for each type of repointing required. Repoint only one of two areas.
    - a. The raked out area will be to demonstrate material removal and surface preparation for repointing and for demonstrating the worker's ability to use power-operated grinding tools for mortar removal without damaging masonry surfaces.
    - b. The repointed area will be to demonstrate the completed repointing, including aesthetic qualities and craftsmanship
  2. Removing and Resetting Brick Masonry: Remove and reset brick masonry in an area 36 inches by 36 inches to demonstrate the completed work including aesthetic qualities and craftsmanship.
  3. Cleaning: Clean an area for each type of brick and surface condition.
    - a. Test Panel: Make a test panel comparing varying concentrations of chemical cleaners in potable water, making a unique 1-sq. ft. by 1-sq. ft. test area for each formulation. Clearly label each area with product and dilution. Highest dilution recommended by chemical cleaner manufacturer (1:10, for example) shall start at the left and lowest dilution recommended by chemical cleaner manufacturer (1:3, for example) shall be at the right of the test panel.
    - b. The results of this test panel will be used to determine the least aggressive formulation of chemical cleaner that is effective in removing the existing soiling without damaging brick surfaces.

- c. Adjacent Materials: Test cleaners and methods on samples of adjacent materials for possible adverse reactions unless cleaners and methods are known to have deleterious effect.
4. Approval of mockups is for other material and construction qualities specifically approved by Engineer in writing.
5. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Engineer in writing.
6. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

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

- A. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy-duty cartons.
- B. Deliver other materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store all cementitious and mortar materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Follow all manufacturer's recommendations for product storage, protection, and handling.

## **1.7 PROJECT CONDITIONS**

- A. Repoint mortar joints and repair masonry only when air temperature is between and 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least 7 days after completion of work.
- B. Cold-Weather Requirements: Comply with the following procedures for masonry repair and mortar-joint pointing:
  1. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for 7 days after repair and pointing.
- C. Hot-Weather Requirements: Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above.
- D. Clean masonry surfaces only when air temperature is 50 deg F (10 deg C) and above and is predicted to remain so for at least 7 days after completion of cleaning.

## **1.8 SEQUENCING AND SCHEDULING**

- A. Order replacement materials at earliest possible date, to avoid delaying completion of the Work. Provide written notification along with bid information if delays because of

material lead times are anticipated. Requests for extensions of project completion date due to delays in material deliveries will not be considered.

- B. Phase brick masonry work in a logical and organized manner to prevent moisture infiltration from weather, cleaning, and other work activities. The general sequence of restoration work shall be:
1. Pre-clean surfaces if needed.
  2. Perform masonry repairs.
  3. Perform other repair work.
  4. Repoint mortar joints.
  5. Clean masonry surfaces.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
  2. Products: Subject to compliance with requirements, provide one of the products specified.

### **2.2 MASONRY MATERIALS**

- A. Face Brick:
1. General: Comply with referenced standards and other requirements indicated below applicable to each form of brick required.
  2. Size: To match existing size at brick veneer.
  3. Special Shapes: Provide special molded shapes where indicated and for application requiring brick of form, size and finish on exposed surfaces which cannot be produced from standard brick sizes by sawing. The Contractor shall furnish all required sizes and shapes as required to complete the work.
  4. Facing Brick: ASTM C 216, and as follows:
    - a. Grade SW.
    - b. Type FBS (normal size and color variations).
    - c. Compressive Strength: 8,000 psi, average of five tests per ASTM C 67.
    - d. Application: Use where brick is exposed, unless otherwise indicated.
    - e. Texture and Color: Provide brick similar in color, texture, and physical properties to match existing.

- f. Wherever shown to "match existing", provide face brick of matching color, texture and size as existing adjacent brickwork.

## 2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II.
  1. Provide white cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
  2. Products containing "Masonry Cement" or "Mortar Cement" in lieu of Portland cement, in whole or in part, will not be allowable.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Sand: ASTM C 144, unless otherwise indicated.
  1. Color: Provide natural sand or ground marble, granite, or other sound stone; of color necessary to produce required mortar color.
  2. For pointing mortar, provide sand with rounded edges.
  3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands, if necessary, to achieve suitable match.
- D. Water: Potable.

## 2.4 CLEANING MATERIALS

- A. Water for Cleaning: Potable.
- B. Hot Water: Heat water to a temperature of 140 to 160 deg F (60 to 71 deg C).
- C. Mold, Mildew, and Algae Remover: Manufacturer's standard broad spectrum biocide, suitable for elimination of moss, algae, lichen, bacteria, and organic soiling on all architectural surfaces, including polished stone, brick, aluminum, plastics, and wood, and safe for use around grasses and decorative plantings.
  1. Products:
    - a. ProSoCo; Enviro Klean Biowash.
    - b. Cathedral Stone Products; D2 Biological Solution.
- D. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.
  1. Products:
    - a. Dumond Chemicals, Inc.; Safe n' Easy Architectural Cleaner/Restorer.
    - b. Price Research, Ltd.; Price Non-Acid Masonry Cleaner.
    - c. ProSoCo; StandOff All Surface Cleaner.
- E. Acidic Cleaner: Manufacturer's standard acidic cleaner.

1. Products:
  - a. Light to Moderate Soiling (Most Cleaning Applications):
    - 1) Diedrich Technologies Inc.; Envirostore 100.
    - 2) ProSoCo; Enviro Klean Restoration Cleaner.
    - 3) ProSoCo; Sure Klean Light-Duty Restoration Cleaner.
    - 4) Price Research, Ltd.; Restoration Cleaner.
  - b. Moderate to Heavy Soiling:
    - 1) Diedrich Technologies Inc.; 101G Granite, Terra Cotta and Brick Masonry Restorer.
    - 2) ProSoCo; Sure Klean Heavy-Duty Restoration Cleaner.
    - 3) Price Research, Ltd.; Heavy-Duty Restoration Cleaner.
  - c. Spot-Cleaning for Extremely Heavy or Resistant Soiling:
    - 1) Diedrich Technologies Inc.; Black Encrustation Remover Super Strong.
    - 2) ProSoCo; Sure Klean Heavy-Duty Restoration Cleaner NE.
  
- F. Alkaline Chemical Cleaner: Manufacturer's standard system consisting of potassium or sodium hydroxide based, alkaline prewash cleaner and acidic afterwash cleaner that does not contain hydrofluoric acid.
  1. Products:
    - a. ProSoCo; Enviro Klean BioKlean.
    - b. Activator: Enviro Klean BioKlean Activator.
    - c. Neutralizer: Sure Klean Limestone & Masonry Afterwash, diluted 1:1 with clean water.
  
- G. Metallic Stain Remover: Manufacturer's standard acidic cleaning specially formulated with chelating agents to attack metallic oxides.
  1. Products:
    - a. ProSoCo; Sure Klean Vana-Trol.
    - b. Diedrich Technologies Inc.; 940 Iron and Manganese Stain Remover.
    - c. Price Research, Ltd.; Iron & Manganese Stain Remover.

## 2.5 MORTAR MIXES

- A. Measurement and Mixing: Dry mortar materials shall be mixed in a controlled environment by volume or equivalent weight by a known measure. Field mixing of dry materials shall not be allowed. Mix materials in a clean, mechanical batch mixer. Pre-bagged mortar mixes are preferred.
  1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.

- B. Colored Mortar: Produce mortar of color required by using selected ingredients. Do not alter specified proportions without Engineer's approval.
- C. Do not use admixtures of any kind in mortar, unless otherwise indicated.
- D. Mortar Proportions: Mix mortar materials in the following proportions:
  - 1. Pointing Mortar for Brick: Comply with ASTM C 270, Proportion Specification, Type N, (1 part portland cement, 1 part lime, and 6 parts sand).
  - 2. Rebuilding (Setting) Mortar for Brick: Same as pointing mortar.

## **2.6 CHEMICAL CLEANING SOLUTIONS**

- A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended by chemical cleaner manufacturer.
- B. Brick whose surfaces have been damaged, etched, burned, or otherwise discolored by chemical cleaners, regardless of the products used, application techniques, or dwell time, will be replaced at the Contractor's expense.

## **PART 3 - EXECUTION**

### **3.1 PROTECTION**

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from masonry restoration work.
  - 1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.
- B. Comply with chemical cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
  - 1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
  - 2. Keep wall wet below area being cleaned to prevent streaking from runoff.
  - 3. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.
  - 4. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
  - 5. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.

- C. Prevent mortar from staining face of surrounding masonry and other surfaces.
  - 1. Cover sills, ledges, and projections to protect from mortar droppings.
  - 2. Keep wall area wet below rebuilding and pointing work to discourage mortar from adhering.
  - 3. Immediately remove mortar in contact with exposed masonry and other surfaces.
  - 4. Clean mortar splatters from scaffolding at end of each day.
- D. If required, remove gutters and downspouts adjacent to masonry and store where indicated by Owner during masonry restoration and cleaning. Reinstall when masonry restoration and cleaning is complete.
  - 1. Provide temporary rain drainage during work to direct water away from building.

### **3.2 BRICK REMOVAL AND REPLACEMENT**

- A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated. Carefully demolish or remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
  - 1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Notify Engineer of unforeseen detrimental conditions including voids, cracks, bulges, and loose masonry units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Remove in an undamaged condition as many whole bricks as possible.
  - 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
  - 2. Store brick for reuse, as indicated.
  - 3. Deliver cleaned brick not required for reuse to Owner, unless otherwise directed.
- E. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- F. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
- G. Lay replacement brick with completely filled bed, head, and collar joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid. Maintain joint width for replacement units to match existing joints.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding

existing brickwork.

2. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.

### **3.3 BRICK CRACK REPAIR**

- A. Remove any cracked, spalled, or otherwise deteriorated brick masonry at crack. Remove also any brick masonry displaced more than 1/4-inch from the plane of the wall.
- B. Provide temporary stabilization to support adjacent masonry during work.
- C. Install new brick units.
- D. Repoint to matching existing.
- E. Install new supplementary helical wall ties on either side of crack, with spacing as directed by contract documents.

### **3.4 LINTELS AND SHELF ANGLES**

- A. Clean and Recoat Exposed Underside of Lintels and Shelf Angles:
  1. Clean exposed underside of existing steel lintel or shelf angle to remove dust, debris, and corrosion products.
  2. Recoat steel with 3-coat corrosion resistant coating system as specified. Follow coating manufacturer's instructions regarding application procedures, wet and dry film thickness, and curing time.
  3. Paint exposed underside of shelf angle or lintel. Color shall be per Owner's selection.

### **3.5 CLEANING MASONRY, GENERAL**

- A. Proceed with cleaning in an orderly manner; work from bottom to top of each scaffold width and from one end of each elevation to the other. Always keep all areas below area being cleaned thoroughly wet to prevent streaking or discoloration from chemical cleaner run-off.
- B. Perform chemical cleaning of masonry surfaces only when outside temperature is 50 deg F (10 deg C) or warmer. Do not perform chemical cleaning during windy or rainy conditions.
- C. Use only those cleaning methods indicated for each masonry material and location.
  1. Do not use wire brushes or brushes that are not resistant to chemical cleaner being used. Do not use plastic-bristle brushes if natural-fiber brushes will resist chemical cleaner being used.
  2. Use spray equipment that provides controlled application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.



- a. Equip units with pressure gages.
  3. For chemical cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone-shaped spray tip.
  4. For water spray application, use fan-shaped spray tip that disperses water at an angle of 25 to 50 degrees.
  5. For high-pressure water spray application, use fan-shaped spray tip that disperses water at an angle of at least 40 degrees.
  6. For heated water spray application, use equipment capable of maintaining temperature between 140 and 160 deg F (60 and 71 deg C) at flow rates indicated.
  7. For steam application, use steam generator capable of delivering live steam at nozzle.
- D. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.
- E. Removing Plant Growth: Completely remove plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing to dry as long as possible before removal. Remove loose soil and debris from open masonry joints to whatever depth they occur.
- F. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used. Extraneous substances include paint, caulking, asphalt, and tar.
1. Carefully remove heavy accumulations of material from surface of masonry with a sharp chisel. Do not scratch or chip masonry surface.
- G. Water Spray Applications: Unless otherwise indicated, hold spray nozzle at least 18 inches (460 mm) from surface of masonry and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- H. Chemical Cleaner Application Methods: Apply chemical cleaners to masonry surfaces to comply with chemical cleaner manufacturer's written instructions; use brush or spray application methods, at Contractor's option. Do not spray apply at pressures exceeding 50 psi (345 kPa). Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.
- I. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
1. Apply neutralizing agent and repeat rinse, if necessary, to produce tested pH of between 6.7 and 7.5.
- J. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

### 3.6 CLEANING BRICKWORK

- A. Cold-Water Wash: Use cold water applied by medium-pressure spray.
- B. Mold, Mildew, and Algae Removal:
  - 1. Mechanically remove excess biological growth with wood scrapers. Do not damage masonry surfaces during mechanical removal; do not use metal or rigid plastic tools.
  - 2. Pre-wet surfaces to Surface Saturated Dry (SSD) condition.
  - 3. Apply biocide in concentrations recommended by manufacturer.
  - 4. Allow biocide to dwell as directed by manufacturer. Agitate biocide with medium-bristled brush half-way through dwell time.
  - 5. Rinse biocide using clean, potable water, rinsing from bottom to top.
  - 6. Provide second full rinse of entire area using medium pressure spray.
  - 7. Heavy soiling may require more than one application of biocide.
- C. Non-Acidic Liquid Chemical Cleaning:
  - 1. Dilute pure non-acidic cleaner as recommended by cleaner manufacture.
  - 2. Pre-wet surfaces to Surface Saturated Dry (SSD) condition.
  - 3. Apply non-acidic cleaner using medium-bristled brushes.
  - 4. Allow to dwell as directed by cleaner manufacture. Agitate cleaner with a medium-bristled brush half-way through dwell time.
  - 5. Rinse area with clean, potable water.
  - 6. Provide second full rinse of entire area.
  - 7. Repeat one time, if necessary to remove soiling.
  - 8. Contact Engineer for further direction if chemical cleaner is ineffective in removing soiling or does not clean to standard established by mockup..
- D. Acidic Chemical Cleaning:
  - 1. Do not apply acidic cleaners to calcareous masonry (limestone, marble, concrete, and etc) except as specifically directed by Engineer or contract documents. Do not apply acidic cleaners to polished or glazed surfaces. Protect adjacent building materials (glass, wood, aluminum, and etc), landscaping, and other surfaces from coming in contact with acidic cleaners.
  - 2. Provide strict collection and control of run-off material during cleaning with acid-based materials. Follow all local regulation and requirements for disposal of run-off materials and liquids. All rinse water and run-off shall be neutralized to between a pH of 6.7 and 7.5 prior to disposal.
  - 3. Test surface pH of all materials to be cleaned prior to mockups.
  - 4. Coordinate with cleaner manufacturer to determine best dilution and application methods. Coordinate also with manufacturer regarding soiling unresponsive to specified cleaning methods.

5. Perform mockups of acidic cleaner on all substrates. Cleaning shall be performed with highest effective dilution of acidic cleaner in potable water. Do not use any dilution lower than 1:3 (cleaner to potable water).
6. Pre-wet surfaces to Surface Saturated Dry (SSD) condition.
7. Apply pre-wash, if needed. Allow to dwell as recommended by cleaner manufacturer and rinse well with potable water.
8. Apply chemical cleaner with low spray, no greater than 50psi. Allow to dwell as recommended by cleaner manufacturer and mockup results. Do not allow acidic cleaners to over-dwell. Damage to surfaces caused by over-dwelling, improper application, or inadequate rinsing of acidic cleaners will be repaired at contractor's expense.
9. Rinse with clean, potable water from bottom to top.
10. Provide second full rinse of entire area.
11. Test the surface pH of areas after cleaning. Continue to provide full rinses of entire area with clean water until surfaces fall within 6.7 and 7.5 pH. Do not use chemical neutralizers except as expressly permitted by Engineer in writing.
12. Remove any efflorescence which may appear after rinsed surfaces have dried using medium-pressure (maximum 800 psi) water spray.

E. Alkaline Chemical Cleaning:

1. Protect adjacent building materials (glass, wood, aluminum, and etc), landscaping, and other surfaces from coming in contact with alkaline cleaners.
2. Provide strict collection and control of run-off material during cleaning with alkaline-based materials. Follow all local regulation and requirements for disposal of run-off materials and liquids. All rinse water and run-off shall be neutralized to a pH of 6.7 and 7.5 prior to disposal.
3. Test surface pH of all materials to be cleaned prior to mockups.
4. Coordinate with cleaner manufacturer to determine best dilution and application methods. Coordinate also with manufacturer regarding soiling unresponsive to specified cleaning methods.
5. Perform mockups of alkaline cleaner on all substrates. Cleaning shall be performed with highest effective dilution of alkaline cleaner in potable water. Do not use any dilution lower than 1:3 (cleaner to potable water).
6. Pre-wet surfaces to Surface Saturated Dry (SSD) condition.
7. Apply pre-wash, if needed. Allow to dwell as recommended by cleaner manufacturer and rinse well with potable water.
8. Apply chemical cleaner with low pressure spray, no greater than 50 psi. Allow to dwell as recommended by cleaner manufacturer and mockup results. Do not allow alkaline cleaners to over-dwell. Damage to surfaces caused by over-dwelling, improper application, or inadequate rinsing of alkaline cleaners will be repaired at contractor's expense.
9. Rinse with clean, potable water from bottom to top.
10. Apply neutralizing agent and allow to dwell as recommended by cleaner

manufacturer.

11. Rinse with clean, potable water from bottom to top.
12. Provide second full rinse of entire area.
13. Test the surface pH of areas after cleaning. Continue to provide full rinses of entire area with clean water until surfaces fall within 6.7 and 7.5 pH.
14. Remove any efflorescence which may appear after rinsed surfaces have dried using medium-pressure (maximum 800 psi) water spray.

F. Metallic Stain Removal:

1. Protect adjacent building materials (glass, wood, aluminum, and etc), landscaping, and other surfaces from coming in contact with acidic cleaners.
2. Coordinate with cleaner manufacturer to determine best dilution and application methods. Coordinate also with manufacturer regarding soiling unresponsive to specified cleaning methods.
3. Provide strict collection and control of waste material during cleaning with acid-based materials. Follow all local regulation and requirements for disposal of waste materials and liquids. All waste materials shall be neutralized to a pH between 6.7 and 7.5 prior to disposal.
4. Test surface pH of all materials to be cleaned prior to mockups.
5. Perform mockup of stain removal on each substrate type in an inconspicuous location as directed by Engineer.
6. Do not pre-wet masonry surfaces unless specifically directed by cleaner manufacturer or cleaning chemical is alkaline-based.
7. Apply one-ply of Japanese tissue to area to be poulticed.
8. Apply poultice material pre-mixed with cleaning chemical to tissue.
9. Cover poultice with kraft paper or polyethylene sheet.
10. Allow poultice to dwell as recommended by manufacturer and mockup testing.
11. Remove poultice and clean residue from masonry surfaces.
12. Rinse area with clean, potable water. Provide additional rinses until surface pH falls between 6.7 and 7.5.
13. Deep-seated stains may require additional applications of the poultice and cleaning chemical.
14. Remove any efflorescence which may appear after rinsed surfaces have dried using medium-pressure (maximum 800 psi) water spray

### 3.7 REPOINTING MASONRY

A. Rake out and repoint mortar joints to the following extent:

1. All cracked, deteriorated, or weathered joints in areas indicated on project drawings:
  - a. Joints where mortar is missing or where they contain holes.

- b. Cracked joints where cracks can be penetrated at least 1/4 inch (6 mm) by a knife blade 0.027 inch (0.7 mm) thick.
    - c. Cracked joints where cracks are 1/8 inch (3 mm) or more in width and of any depth.
    - d. Joints where they are worn back 1/4 inch (6 mm) or more from surface.
    - e. Joints where they are deteriorated to point that mortar can be easily removed by hand.
  2. Joints, other than those indicated as sealant-filled joints, where they have been filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows:
  1. Remove mortar from joints to depth 2-1/2 times joint width, but not less than 3/4 inch (20 mm) or not less than that required to expose sound, unweathered mortar.
  2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  3. Do not over-cut joints. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Engineer.
    - a. Contractor shall remove existing mortar by hand using mallet and chisels. Based on the repointing mockup, the Engineer may approve the use of power-operated grinders for mortar removal.
    - b. The use of power-operated grinders to remove existing mortar shall be authorized with the Engineer's written consent only, based on submission by Contractor of a satisfactory mockup and continued, demonstrated ability of operators to use tools without damaging masonry.
    - c. Engineer reserves the right to withdraw this consent at any point in the project if Contractor demonstrates an inability to maintain the mortar removal quality established by the mockup.
    - d. Masonry cut or otherwise damaged during mortar removal will be repaired or replaced at the Contractor's expense.
- D. Notify Engineer of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Point joints as follows:
  1. Rinse masonry-joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen masonry-joint surfaces before pointing.
  2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 1/4 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to

become thumbprint hard before applying next layer.

3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 1/4 inch. Fully compact each layer and allow to become thumbprint hard before applying next layer.
  4. Where existing bricks have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar over edges onto exposed masonry surfaces or to featheredge mortar.
  5. When mortar is thumbprint hard, tool joints to match original appearance of joints. Remove excess mortar from edge of joint by brushing.
    - a. Mortar joints shall be finished with a concave profile to match existing.
- F. Cure mortar by maintaining in thoroughly damp condition for at least 72 hours including weekends and holidays.
1. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
  2. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
- G. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

### **3.8 FINAL CLEANING**

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
  1. Do not use metal scrapers or brushes.
  2. Do not use acidic or alkaline cleaners.
- B. Wash adjacent woodwork and other nonmasonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean masonry debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Sweep and rake adjacent pavement and grounds to remove masonry debris. Where necessary, pressure wash surfaces to remove mortar, dust, dirt, and stains.

### **3.9 FIELD QUALITY CONTROL**

- A. Special Inspectors: Contractor will engage qualified independent inspectors as indicated to perform inspections and prepare test reports. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.

- B. Engineer's Project Representatives: Engineer will assign Project representatives to help carry out Engineer's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Engineer's Project representatives use of scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify Engineer minimum one week in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Engineer has had reasonable opportunity to make observations of work areas at lift device or scaffold location.

**END OF SECTION 040120**

## **SECTION 040121 TASK ITEMS – MASONRY RESTORATION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General Conditions and Division 01 Specification sections, apply to work of this section.

#### **1.2 TASK ITEM (T.I.) DESCRIPTION**

##### **T.I. 1. BRICK WATER REPELLENT**

- A. Scope of Work
  - 1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to seal existing brick work where subject to moisture. Refer to Elevation Sheets for location of work.
- B. Materials
  - 1. Sealer shall be as specified in Section “Water Repellents.”
  - 2. Water Repellent: Sure Klean Weather Seal Siloxane PD by Prosoco.
- C. Execution
  - 1. Clean substrate of substances that might interfere with penetration or performance of sealers.
  - 2. Apply sealer to brick surfaces at rates specified using manufacturer approved techniques.

##### **T.I. 2. CLEAN AND COAT CORRODED STEEL**

- A. Scope of Work
  - 1. Work consists of furnishing all labor, materials, equipment, supervision, staging, shoring, bracing, and incidentals necessary to clean corroded steel plates, angles, or miscellaneous steel members. Provide surface preparation by abrasive blasting of steel plates/angles or miscellaneous steel members and apply an epoxy coating. See Elevation Sheets for location of work.
- B. Materials
  - 1. Primer: Pre-Prime 167 by ICI Devoe Coatings.
  - 2. Finish Coat: Devran 224 HS by ICI Devoe Coatings. Color to match existing surface.



C. Execution

1. Remove mortar or masonry to expose steel.
2. Prepare surfaces in strict accordance with manufacturer's specifications. Steel surfaces to be coated shall be clean, i.e., devoid of grease, oil, mill scale, oxidation, loosely adherent rust, paint, etc. Abrasive blast steel surfaces to SSPC-SP6.
3. Apply epoxy coating system (primer and finish coat) in strict accordance with manufacturer's specifications.

T.I. 3. BRICK REPOINTING

A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to repoint defective, cracked, broken or eroded joints in existing brick work. Refer to Elevation Sheets for location of work.

B. Materials

1. Mortar shall be as specified in Section "Clay Masonry Restoration and Cleaning."
2. Mortar shall match existing cured color.

C. Execution

1. Contractor shall locate and mark all work areas.
2. All distressed joints in masonry including all vertical side joints and top masonry joints shall be repointed.
3. Joints to be repointed shall be cut back to depth of 3/4 in. to full depth of deterioration. Use mechanically operated blades only to perform cutting. Joint at back of cut shall have a square shoulder. Remove all mortar from upper and lower surfaces and sides of mortar being prepared.
4. Contractor shall flush all mortar joints thoroughly with air under pressure prior to repointing to remove all dust, dirt, and laitance.
5. Repointing shall be performed using Type N mortar. Mortar shall be dry and mixed thoroughly prior to adding sand. Add one-half required mixing water and allow to stand 1 hour, then add balance of mixing water.
6. Press mortar into prepared joint using pointing tool 0.125 in. smaller than width of joint until joint is packed full. Finish point joint with pointing tool at least 0.125 in. wider than prepared joint.

7. Prior to initial set of mortar, tool joints to match existing.
8. Allow 3 to 7 days for mortar to harden prior to cleaning CMU or brick wall.
9. Dispose of all accumulated material and leave premises in clean condition.
10. Masonry surfaces that become dirty or smeared during joint cutting and repointing of joint surfaces shall be cleaned with bristle brushes and plain water.
11. Unnecessary damage to surrounding brick or CMU shall be repaired by contractor at no cost to owner.
12. Damage to landscape (grass, bushes, tree, etc.) sidewalk, asphalt surfaces, canopies, etc. shall be repaired by contractor at no cost to owner.

#### T.I. 4. BRICK REPLACEMENT

##### A. Scope of Work

1. Work consists of furnishing all labor, materials, equipment, staging, supervision, and incidentals necessary for local brick removal and replacement due to fractures, cracks, broken, and unsound brick. Refer to Elevation Sheets for location of work.

##### B. Materials

1. Brick and mortar shall be as specified in Section "Clay Masonry Restoration and Cleaning."

##### C. Execution

1. Contractor shall locate and mark all bricks to be replaced. Engineer shall verify replacement locations prior to start of work.
2. Contractor shall locate all existing bricks with a crack width exceeding 1/32", spalls, all structurally unsound brick, and brick damaged during removal work.
3. Internal steel exposed during removal process shall be wire-brushed to bare metal, primed, and coated with one coat of zinc chromate primer prior to brick replacement.
4. New brick shall be laid in a full bed of mortar. All brick repairs shall be flush with existing.
5. New brick is to be toothed into existing brick work.

6. Adequate weather protection shall be installed over all areas left open at completion of each day's work.
7. Allow 3 to 7 days for mortar to cure before applying any coating to the wall.
8. Dispose of all accumulated material and leave premises in clean condition.
9. Masonry surfaces that become dirty or smeared during joint cutting and repointing of joint surfaces shall be cleaned with bristle brushes and plain water.
10. Unnecessary damage to surrounding brick shall be repaired by Contractor at no cost to Owner.
11. Contractor shall provide protection for landscaping.

**END OF SECTION 040121**

## **SECTION 050110 - STEEL FIELD RE-COATING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

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

- A. Furnish all labor, materials, services, equipment and appliances required in conjunction with or related to the re-coating of concealed structural steel lintels.
- B. Furnish all labor, materials, services, equipment and appliances required in conjunction with or related to the re-coating of exposed structural steel architectural features.

#### **1.3 QUALITY ASSURANCE**

- A. The Contractor is responsible for quality control, including workmanship and materials furnished by his subcontractors and suppliers.
- B. Codes and Standards: Comply with provisions of following, except as otherwise indicated. Certain sections in this specification contain requirements that are more restrictive and/or different than contained in the standards listed. In such cases, the requirements of this specification shall control.
  - 1. "Steel Structures Painting Manual", Volumes 1 and 2, Society for Protective Coatings, formerly Steel Structures Painting Council.

#### **1.4 SUBMITTALS**

- A. Product Data: Submit producer's or manufacturer's specifications and installation instructions for following products; include laboratory test reports and other data to show compliance with specifications (including the specified standards):
  - 1. Structural steel protective paint system, including primer, intermediate, and finish products.
- B. Qualification Data:
  - 1. Submit qualification data for firms and persons specified in Article 1.04 "Qualifications" to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.

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

- A. Deliver materials to site at such intervals to ensure uninterrupted progress of work.
- B. Furnish all fuel, maintenance, and equipment required for hoisting and placement of materials under this contract.

## **PART 2 - PRODUCTS**

### **2.1 PRODUCTS, MANUFACTURERS, AND SUBSTITUTIONS**

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
  - 2. Products: Subject to compliance with requirements, provide one of the products specified.
- B. Substitutions: Where specific products or services are specified, Contractor may request a substitution to be reviewed and approved or rejected by Owner and Engineer, following the procedures outlined in Section “Product Substitution Procedures”.
- C. AISC DESIGN WITH STRUCTURAL STEEL – A GUIDE FOR ARCHITECTS IS A GOOD REFERENCE FOR PAINT SYSTEMS AND REQUIREMENTS

### **2.2 MATERIALS**

- A. Exposed Structural Steel Architectural Features
  - 1. Approved Products:
    - a. ICI Devoe Coatings, [www.devoecoatings.com](http://www.devoecoatings.com)
      - 1) Primer Coat: Pre-Prime 167
      - 2) Intermediate Coat: Devran 224HS High Build Epoxy
      - 3) Finish Coat: Devthane 379H Aliphatic Urethane Enamel
    - b. Sherwin Williams, [www.sherwin-williams.com](http://www.sherwin-williams.com)
      - 1) Primer Coat: Macropoxy 920 Pre-Prime
      - 2) Intermediate Coat: Macropoxy HS High Solids Epoxy
      - 3) Finish Coat: Acrolon 218 HS Acrylic Polyurethane
    - c. Tnemec, [www.tnemec.com](http://www.tnemec.com)
      - 1) Primer Coat: Series 27 F. C. Typoxy Polyamide Epoxy
      - 2) Intermediate Coat: Series 66 | Hi-Build Epoxoline
      - 3) Finish Coat: Series 73 | Endurashield
    - d. Approved Equal Paint Systems (with similar performance characteristics to specified painting systems)
      - 1) Primer Coat: Epoxy Primer
      - 2) Intermediate Coat: Hi-Build Epoxy Coating
      - 3) Finish Coat: Aliphatic Acrylic Polyurethane Enamel

## 2.3 SURFACE PREPARATION

- A. Specification: Surface preparation, paint, and painting practices shall conform to the "Steel Structures Painting Manual", Volumes 1 and 2, as published by the Society for Protective Coatings (formerly the Steel Structures Painting Council (SSPC)).
- B. Unless recommended otherwise by primer manufacturer, minimum level of clean for existing steel surfaces shall be SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning".
- C. Surface Preparation and Coating Coordination:
  - 1. Surface Preparation: Prepare the surface of all structural steel specified to be field painted as required by the paint manufacturer or the Society for Protective Coatings specifications, followed by a high pressure water wash at all areas with a minimum 3000 – 5000 lbs. psi at the tip at a rate of 3 – 5 gallons per minute, utilizing an orbital tip. Finish with a clean water rinse.
  - 2. Primer Coat: Apply a test patch to confirm compatibility of primer with existing coating systems prior to applying primer to all cleaned surfaces. Allow primer to dry one week before testing adhesion.
    - a. Immediately after surface preparation, apply primer to all structural steel specified to be field primed in strict accordance with manufacturer's instructions and the Society for Protective Coatings specifications. Apply paint at a rate to conform to the manufacturer's written instructions to achieve minimum dry film thickness given above. Use coating methods that result in full coverage of joints, corners, edges, welds, and all exposed surfaces.
  - 3. Intermediate Coat: Coordinate primer coat requirements with intermediate coat requirements, including minimum cure time and any between-coat surface preparation. The primer coat selected must be compatible with any specified intermediate and/or finish coats.
  - 4. Finish Coat: Coordinate intermediate coat requirements with finish coat requirements, including minimum cure time and any between-coat surface preparation. The intermediate coat selected must be compatible with any specified finish coats.
- 3. Where structural steel is exposed, the finish coat color shall be per Owner's selection from coating manufacturer's standard colors.

## PART 3 - EXECUTION

### 3.1 APPLICATION

- A. Steel Field Re-coating:
  - 1. Steel surfaces to be coated shall be clean, i.e. devoid of grease, oil, mill scale, oxidation, loosely adherent rust, paint, etc.
  - 2. Clean steel surfaces as specified above.
  - 3. Mix different coatings per manufacturer's directions.

4. Use air spray, 1/4-inch synthetic woven nap rollers, or high quality natural bristle brushes to apply coatings.
  5. Prepare surfaces and apply specified primer paint. Apply coating by brush or spray at sufficient wet film thickness to achieve a minimum dry film build as given above, using manufacturer's recoat time directions.
  6. Apply intermediate coat (if specified) at sufficient wet film thickness to achieve a minimum dry film build as given above.
  7. Apply specified finish coat. Apply coating by brush or spray at sufficient wet film thickness to achieve a minimum dry film build as given above.
  8. The Contractor shall ensure that, at the substantial completion of the project, all structural steel required to be painted shall have all necessary steel surfaces painted (including touch-up painting as required) to prevent corrosion bleeding.
- B. Clean Up: Clean up all debris caused by the Work of this Section, keeping the premises neat and clean at all times.

**END OF SECTION 050110**

## **SECTION 055213 - PIPE AND TUBE RAILINGS (Exterior)**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Exterior Steel pipe railings.

#### **1.3 COORDINATION**

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For the following:
  - 1. Manufacturer's product lines of mechanically connected railings.
  - 2. Railing brackets.
  - 3. Grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Delegated-Design Submittal: For railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Welding certificates.

#### **1.6 QUALITY ASSURANCE**

- A. Welding Qualifications: Qualify procedures and personnel according to the following:



1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

## **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

## **1.8 FIELD CONDITIONS**

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

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Source Limitations: Obtain each type of railing from single source from single manufacturer.

### **2.2 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Engage a qualified professional engineer to design railings, including attachment to building construction.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. applied in any direction.
    - b. Concentrated load of 200 lbf applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  2. Infill of Guards:
    - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
    - b. Infill load and other loads need not be assumed to act concurrently.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  1. Temperature Change: 120 deg F, ambient; 180 deg F.

### **2.3 METALS, GENERAL**

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.
  1. Provide type of bracket with predrilled hole for exposed bolt anchorage and that

provides 1-1/2-inch clearance from inside face of handrail to finished wall surface.

## **2.4 STEEL AND IRON**

- A. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
  - 1. Provide galvanized finish for exterior installations and where indicated.
- B. Plates, Shapes, and Bars: ASTM A 36/A 36M.

## **2.5 FASTENERS**

- A. General: Provide the following:
  - 1. Ungalvanized-Steel Railings: Plated steel fasteners complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5 for zinc coating.
  - 2. Hot-Dip Galvanized Railings: Type 304 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A 153/A 153M or ASTM F 2329 for zinc coating.
  - 3. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.
- B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Fasteners for Interconnecting Railing Components:
  - 1. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are the standard fastening method for railings indicated.
  - 2. Provide square or hex socket flat-head machine screws for exposed fasteners unless otherwise indicated.
- D. Post-Installed Anchors: Torque-controlled expansion anchors capable of sustaining, without failure, a load equal to 6 times the load imposed when installed in unit masonry and 4 times the load imposed when installed in concrete, as determined by testing according to ASTM E 488/E 488M, conducted by a qualified independent testing agency.
  - 1. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 stainless-steel bolts, ASTM F 593, and nuts, ASTM F 594.

## **2.6 MISCELLANEOUS MATERIALS**

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
  - 1. For railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.

- B. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.

## 2.7 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Shop assemble railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 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 flux immediately.
  - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- I. Form Changes in Direction as Follows:
  - 1. By flush bends.

- J. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- K. Close exposed ends of railing members with prefabricated end fittings.
- L. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- M. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
- N. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

## **2.8 STEEL AND IRON FINISHES**

- A. Galvanized Railings:
  - 1. Hot-dip galvanize exterior steel railings, including hardware, after fabrication.
  - 2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.
  - 3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
  - 4. Fill vent and drain holes that are exposed in the finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- B. For galvanized railings, provide hot-dip galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  - 1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  - 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
  - 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating

metals and other materials from direct contact with incompatible materials.

- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

### **3.2 RAILING CONNECTIONS**

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

### **3.3 ANCHORING POSTS**

- A. Form or core-drill holes not less than 5 inches deep and 3/4 inch larger than OD of post for installing posts in concrete. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions.
- B. Leave anchorage joint exposed with 1/8-inch buildup, sloped away from post.

### **3.4 ATTACHING RAILINGS**

- A. Attach railings to wall with wall brackets. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- B. Secure wall brackets and railing end flanges to building construction as follows:
  - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
  - 2. For hollow masonry anchorage, use toggle bolts.
  - 3. For steel-framed partitions, use hanger or lag bolts set into fire-retardant-treated wood backing between studs. Coordinate with stud installation to locate backing members.

### **3.5 ADJUSTING AND CLEANING**

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.

### **3.6 PROTECTION**

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

**END OF SECTION 055213**

## **SECTION 071900 - WATER REPELLENTS**

### **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 SUMMARY**

- A. This Section includes clear water-repellent coatings for the following vertical and nontraffic horizontal surfaces:
  - 1. Brick masonry.
- B. Related Sections include the following:
  - 1. Division 4 Sections for brick, concrete unit masonry, stone, and masonry and stone restoration and cleaning.

#### **1.3 PERFORMANCE REQUIREMENTS**

- A. Provide water repellents with the following properties based on testing manufacturer's standard products, according to test methods indicated, applied to substrates simulating Project conditions using same materials and application methods to be used for Project.
  - 1. Absorption: Minimum 90 percent reduction of absorption after 24 hours in comparison of treated and untreated specimens.
- B. Brick: ASTM C 67.
  - 1. Water-Vapor Transmission: Maximum 10 percent reduction in rate of vapor transmission in comparison of treated and untreated specimens, per ASTM E 96.
  - 2. Water Penetration and Leakage through Masonry: Maximum 90 percent reduction in leakage rate in comparison of treated and untreated specimens, per ASTM E 514.
  - 3. Durability: Maximum 5 percent loss of water repellency after 2500 hours of weathering in comparison to specimens before weathering, per ASTM G 53.
  - 4. Permeability: Minimum 80 percent breathable in comparison of treated and untreated specimens, per ASTM D 1653.

#### **1.4 SUBMITTALS**

- A. Product Data: Include manufacturer's specifications, surface preparation and application instructions, recommendations for water repellents for each surface to be treated, and protection and cleaning instructions. Include data substantiating that materials are recommended by manufacturer for applications indicated and comply with requirements.
- B. Applicator Certificates: Signed by manufacturer certifying that the applicator complies with requirements.

## **1.5 QUALITY ASSURANCE**

- A. Applicator Qualifications: Engage an experienced applicator who employs only persons trained and approved by water repellent manufacturer for application of manufacturer's products.

## **1.6 PROJECT CONDITIONS**

- A. Weather and Substrate Conditions: Do not proceed with application of water repellent under any of the following conditions, except with written instruction of manufacturer:
  - 1. Ambient temperature is less than 40 deg F (4.4 deg C).
  - 2. Rain or temperatures below 40 deg F (4.4 deg C) are predicted within 24 hours.
  - 3. Application is earlier than 24 hours after surfaces have been wet.
  - 4. Substrate is frozen or surface temperature is less than 40 deg F (4.4 deg C).
  - 5. Windy condition exists that may cause water repellent to be blown onto vegetation or surfaces not intended to be coated.

## **1.7 WARRANTY**

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Warranty: Submit a written warranty, executed by the applicator and water repellent manufacturer, covering materials and labor, agreeing to repair or replace materials that fail to provide water repellency within the specified warranty period. Warranty does not include deterioration or failure of coating due to unusual weather phenomena, failure of prepared and treated substrate, formation of new joints and cracks in excess of 1/16 inch (1.5 mm) wide, fire, vandalism, or abuse by maintenance equipment.
  - 1. Warranty Period: 5 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Products: Subject to compliance with requirements, provide one of the following:
  - 1. Siloxanes: With 3.3 lb/gal. (400 g/L) VOCs or less.
- B. Siloxane PD; Prosoco

### **2.2 WATER REPELLENTS**

- A. Siloxanes: Penetrating water repellent. Alkylalkoxysiloxanes that are oligomeric with alcohol, ethanol, mineral spirits, water, or other proprietary solvent carrier.
- B. VOC-Complying Water Repellents: Products complying with local regulations controlling use of VOCs, as certified by manufacturer.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Clean substrate of substances that might interfere with penetration or performance of water repellents. Test for moisture content, according to repellent manufacturer's written instructions, to ensure surface is sufficiently dry.
- B. Clay Brick Masonry: Clean clay brick masonry per ASTM D 5703.
- C. Test for pH level, according to water repellent manufacturer's written instructions, to ensure chemical bond to silicate minerals.
- D. Protect adjoining work, including sealant bond surfaces, from spillage or blow-over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass if there is the possibility of water repellent being deposited on surfaces. Cover live plants and grass.
- E. Coordination with Sealants: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
- F. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those used in the work.
- G. Test Application: Before performing water-repellent work, including bulk purchase and delivery of products, prepare a small application in an unobtrusive location and in a manner approved by Architect to demonstrate the final effect (visual, physical, and chemical) of planned application. Proceed with work only after Architect approves test application or as otherwise directed.
- H. Revisions of planned application, if any, as requested by Architect, will be by Change Order if they constitute a departure from requirements of Contract Documents at the time of contracting.

### **3.2 APPLICATION**

- A. Apply a heavy-saturation spray coating of water repellent on surfaces indicated for treatment using low-pressure spray equipment. Comply with manufacturer's written instructions for using airless spraying procedure, unless otherwise indicated.
- B. Apply a second saturation spray coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.

### **3.3 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Service: Provide services of a factory-authorized technical service representative to inspect and approve the substrate before application and to instruct the applicator on the product and application method to be used.



### **3.4 CLEANING**

- A. Protective Coverings: Remove protective coverings from adjacent surfaces and other protected areas.
- B. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Repair damage caused by water-repellent application. Comply with manufacturer's written cleaning instructions.

**END OF SECTION 071900**

## **SECTION 260526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes grounding and bonding systems and equipment.

#### **1.2 ACTION SUBMITTALS**

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

### **PART 2 - PRODUCTS**

#### **2.1 SYSTEM DESCRIPTION**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

#### **2.2 CONDUCTORS**

- A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  - 1. Solid Conductors: ASTM B 3.
  - 2. Stranded Conductors: ASTM B 8.
  - 3. Tinned Conductors: ASTM B 33.
  - 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
  - 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  - 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
  - 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

#### **2.3 CONNECTORS**

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.

- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression or exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

## **2.4 GROUNDING ELECTRODES**

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet (19 mm by 3 m).

## **PART 3 - EXECUTION**

### **3.1 APPLICATIONS**

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
  - 1. Bury at least 24 inches (600 mm) below grade.
- C. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
  - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
  - 3. Connections to Structural Steel: Welded connectors.

### **3.2 GROUNDING AT THE SERVICE**

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

### **3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS**

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout.

### **3.4 EQUIPMENT GROUNDING**

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.

### **3.5 INSTALLATION**

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
  - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
  - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes and connect to the service grounding electrode conductor.

### **3.6 FIELD QUALITY CONTROL**

- A. Perform tests and inspections. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- B. Perform resistance testing and provide results to engineer for review and approval. Test results shall indicate a resistance of 5 ohms or less.

**END OF SECTION**

## **SECTION 260529 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Steel slotted support systems.
  - 2. Conduit and cable support devices.
  - 3. Support for conductors in vertical conduit.
  - 4. Structural steel for fabricated supports and restraints.
  - 5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
  - 6. Fabricated metal equipment support assemblies.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
    - a. Slotted support systems, hardware, and accessories.
    - b. Clamps.
    - c. Hangers.
    - d. Sockets.
    - e. Eye nuts.
    - f. Fasteners.
    - g. Anchors.
    - h. Saddles.
    - i. Brackets.
  - 2. Include rated capacities and furnished specialties and accessories.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Welding certificates.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame Rating: Class 1.
2. Self-extinguishing according to ASTM D 635.

## **2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS**

- A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- diameter holes at a maximum of 8 inches o.c. in at least one surface.
  1. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  2. Material for Channel, Fittings, and Accessories: Galvanized steel.
  3. Channel Width: Selected for applicable load criteria.
  4. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  5. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
  6. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Conduit and Cable Support Devices: Stainless-steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- C. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be made of malleable iron.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  1. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
  2. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
  3. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  4. Toggle Bolts: Steel springhead type.
  5. Hanger Rods: Threaded steel.

## **2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES**

- A. Description: Welded or bolted structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

## **PART 3 - EXECUTION**

### **3.1 APPLICATION**

- A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:
  - 1. NECA 1
  - 2. NECA 101
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  - 1. Secure raceways and cables to these supports with two-bolt conduit clamps, single-bolt conduit clamps and single-bolt conduit clamps using spring friction action for retention in support channel.
- E. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings, and for fastening raceways to trapeze supports.

### **3.2 SUPPORT INSTALLATION**

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
  - 1. To Wood: Fasten with lag screws or through bolts.

2. To New Concrete: Bolt to concrete inserts.
  3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
  4. To Existing Concrete: Expansion anchor fasteners.
  5. To Steel: Spring-tension clamps.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

### **3.3 INSTALLATION OF FABRICATED METAL SUPPORTS**

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

**END OF SECTION**



## **SECTION 260533 – RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Metal conduits and fittings.
  - 2. Nonmetallic conduits and fittings.
  - 3. Boxes, enclosures, and cabinets.
  - 4. Handholes and boxes for exterior underground cabling.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

#### **1.3 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of other (non-electrical) items involved.

### **PART 2 - PRODUCTS**

#### **2.1 METAL CONDUITS AND FITTINGS**

- A. Metal Conduit:
  - 1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 2. GRC: Comply with ANSI C80.1 and UL 6.
  - 3. IMC: Comply with ANSI C80.6 and UL 1242.
    - a. Comply with NEMA RN 1.
    - b. Coating Thickness: 0.040 inch, minimum.
  - 4. EMT: Comply with ANSI C80.3 and UL 797.
  - 5. FMC: Comply with UL 1; zinc-coated steel or aluminum.
  - 6. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
- B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
  - 1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - 2. Fittings, General: Listed and labeled for type of conduit, location, and use.

3. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
  4. Fittings for EMT:
    - a. Material: Steel
    - b. Type: Compression.
  5. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
- C. Joint Compound for IMC or GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## **2.2 NONMETALLIC CONDUITS AND FITTINGS**

- A. Listing and labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
1. ENT: Comply with NEMA TC 13 and UL 1653.
  2. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
  3. LFNC: Comply with UL 1660.
- B. Nonmetallic Fittings:
1. Fittings, General: Listed and labeled for type of conduit, location, and use.
  2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
  3. Fittings for LFNC: Comply with UL 514B.
  4. Solvents and Adhesives: As recommended by conduit manufacturer.

## **2.3 BOXES, ENCLOSURES, AND CABINETS**

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, with gasketed cover.
- F. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

- G. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.
  - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
  - 2. Nonmetallic Enclosures: Plastic.
  - 3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.
  
- H. Cabinets:
  - 1. NEMA 250, Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
  - 2. Hinged door in front cover with flush latch and concealed hinge.
  - 3. Key latch to match panelboards.
  - 4. Metal barriers to separate wiring of different systems and voltage.
  - 5. Accessory feet where required for freestanding equipment.
  - 6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## **2.4 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING**

- A. General Requirements for Handholes and Boxes:
  - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
  - 2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
  - 1. Standard: Comply with SCTE 77. Tier 15 rated. Coordinate Tier Rating with Civil/Structural Engineer
  - 2. Standard: All concrete installed shall comply with FAA specifications P-610.
  - 3. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
  - 4. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
  - 5. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
  - 6. Cover Legend: Molded lettering, "ELECTRIC." Or other approved lettering.
  - 7. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.

## **PART 3 - EXECUTION**

### **3.1 RACEWAY APPLICATION**

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed Conduit: GRC.
  - 2. Underground Conduit: Type EPC-40-PVC.
  - 3. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed, Not Subject to Physical Damage: EMT.
  - 2. Concealed in Ceilings and Interior Walls and Partitions: EMT.
- C. Minimum Raceway Size: 1/2-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings.
  - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  - 3. EMT: Use compression, steel. Comply with NEMA FB 2.10.
  - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

### **3.2 INSTALLATION**

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Do not install raceways or electrical items on any “explosion-relief” walls or rotating equipment.
- C. Do not fasten conduits onto the bottom side of a metal deck roof.
- D. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.

- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.
- G. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- H. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- I. Support conduit within 12 inches (300 mm) of enclosures to which attached.
- J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35 mm) trade size and insulated throat metal bushings on 1-1/2-inch (41 mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- N. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- O. Surface Raceways:
  - 1. Install surface raceway with a minimum 2-inch (50-mm) radius control at bend points.
  - 2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.
- P. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.
- Q. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  2. Where an underground service raceway enters a building or structure.
  3. Conduit extending from interior to exterior of building.
  4. Conduit extending into pressurized duct and equipment.
  5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
  6. Where otherwise required by NFPA 70.
- R. Expansion-Joint Fittings:
1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m).
  2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:
    - a. Outdoor Locations: Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
    - b. Outdoor Locations: Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
    - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
    - d. Attics: 135 deg F (75 deg C) temperature change.
  3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F (0.06 mm per meter of length of straight run per deg C) of temperature change for PVC conduits.
  4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
  5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- S. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 36 inches of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
  2. Use LFMC in damp or wet locations not subject to severe physical damage.
- T. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

- U. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- V. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- W. Locate boxes so that cover or plate will not span different building finishes.
- X. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- Y. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

### **3.3 INSTALLATION OF UNDERGROUND CONDUIT**

- A. Direct-Buried Conduit:
  1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom for pipe less than 6 inches (150 mm) in nominal diameter.
  2. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal.
  3. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
  4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
    - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
  - 5.
  6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems.

### **3.4 "INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES**

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.
- D. Install handholes with bottom below frost line.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

### **3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS**

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

### **3.6 PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

**END OF SECTION**



# **SECTION 260544 – SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Round sleeves.
  - 2. Rectangular sleeves.
  - 3. Sleeve seal systems.
  - 4. Grout.
  - 5. Pourable sealants.
  - 6. Foam sealants.

### **1.2 ACTION SUBMITTALS**

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

## **PART 2 - PRODUCTS**

### **2.1 ROUND SLEEVES**

- A. Wall Sleeves:
  - 1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.

### **2.2 RECTANGULAR SLEEVES**

- A. Sheet Metal Sleeves, Galvanized Steel, Rectangular:
  - 1. Description:
    - a. Material: Galvanized sheet steel.
    - b. Minimum Metal Thickness:
      - 1) For sleeve cross-section rectangle perimeter less than 50 inch (1270 mm) and with no side larger than 16 inches (400 mm), thickness must be 0.052 inches (1.3 mm).
      - 2) For sleeve cross-section rectangle perimeter not less than 50 inches (1270 mm) or with one or more sides larger than 16 inches (400 mm), thickness must be 0.138 inches (3.5 mm).

### **2.3 SLEEVE SEAL SYSTEMS**

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable or between raceway and cable.

## 2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
  - 1. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
  - 2. Design Mix: 5000 psi (34.5 MPa), 28-day compressive strength.
  - 3. Packaging: Premixed and factory packaged.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF SLEEVES FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
  - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
    - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
    - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
  - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
  - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- C. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- D. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

### 3.2 INSTALLATION OF RECTANGULAR SLEEVES AND SLEEVE SEALS

- A. Install sleeves in existing walls without compromising structural integrity of walls. Do not cut structural elements without reinforcing the wall to maintain the designed weight bearing and wall stiffness.
- B. Install conduits and cable with no crossings within the sleeve.
- C. Fill opening around conduits and cables with expanding foam without leaving voids.

- D. Provide metal sheet covering at both wall surfaces and finish to match surrounding surfaces. Metal sheet must be same material as sleeve.

### **3.3 INSTALLATION OF SLEEVE SEAL SYSTEMS**

- A. Install sleeve seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

**END OF SECTION**

## **SECTION 260553 – IDENTIFICATION FOR ELECTRICAL SYSTEMS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Identification for raceways.
  - 2. Identification of power and control cables.
  - 3. Identification for conductors.
  - 4. Underground-line warning tape.
  - 5. Warning labels and signs.
  - 6. Instruction signs.
  - 7. Equipment identification labels, including arc-flash warning labels.
  - 8. Miscellaneous identification products.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Comply with ASME A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.
- F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## 2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
  1. Black letters on an orange field.
  2. Legend: Indicate voltage.
- B. Warning labels and signs shall include, but are not limited to, the following legends:
  1. "Workspace Clearance Warning" Subparagraph below applies to OSHA requirements for building operations and does not reflect the clear working space required by NFPA 70.
  2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

## 2.3 LABELS

- A. Vinyl Wraparound Labels for Raceways Carrying Circuits at 600V or Less: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.
- B. Snap-around Labels for Raceways Carrying Circuits at 600V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters and that stay in place by gripping action.
- C. Self-Adhesive Wraparound Labels:
  1. Preprinted, 3-mil- (0.08-mm) thick, polyester or vinyl flexible label with acrylic pressure-sensitive adhesive.
  2. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.
  3. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
  4. Marker for Tags: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.
  5. Polyester or Vinyl, thermal, transfer-printed, 3-mil- (0.08-mm) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
  6. Nominal Size: 3-1/2 by 5 inches (76 by 127 mm).

## 2.4 BANDS AND TUBES

- A. Snap-around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches (50 mm) long, with diameters sized to suit diameters of raceways or cables they identify, and that stay in place by gripping action.
- B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at a maximum of 200 deg F (93 deg C). Comply with UL 224.

## 2.5 TAPES AND STENCILS

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.
- C. Tape and Stencil for Raceways Carrying Circuits 600V or Less: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers placed diagonally over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stop stripes at legends.
- D. Underground-Line Warning Tape:
  - 1. Tape:
    - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
    - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
    - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
  - 2. Color and Printing:
    - a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
- E. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm).

## 2.6 TAGS

- A. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.
- B. Nonmetallic Preprinted Tags: Polyethylene tags, [0.015 inch (0.38 mm)] [0.023 inch (0.58 mm)] thick, color-coded for phase and voltage level, with factory printed permanent designations; punched for use with self-locking cable tie fastener.

- C. Tags:
  - 1. Polyester Tags: 0.015 inch (0.38 mm) thick, with corrosion-resistant grommet and cable tie for attachment to raceway, conductor, or cable.
  - 2. Marker for Tags: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

## 2.7 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
  - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
  - 4. Color: Black, except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
  - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
  - 4. Color: Black.
- C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.
  - 1. Minimum Width: 3/16 inch (5 mm).
  - 2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 7000 psi (48.2 MPa).
  - 3. UL 94 Flame Rating: 94V-0.
  - 4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
  - 5. Color: Black.

## 2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

### **3.2 INSTALLATION**

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.
- C. Verify identity of each item before installing identification products.
- D. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- G. Attach plastic raceway and cable labels that not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- H. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.
  - 2. In Spaces Handling Environmental Air: Plenum rated.
- I. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.
- J. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- K. System Identification for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15 m) maximum intervals in straight runs, and at 25-foot (7.6m) maximum intervals in congested areas.
  - 1. Secure tight to surface of conductor, cable, or raceway.



### 3.3 IDENTIFICATION SCHEDULE

- A. Retain "Concealed Raceways, Duct Banks, More Than 600 V, within Buildings" Paragraph below if Project contains concealed wiring (operating at more than 600 V) that is adjacent to accessible building surfaces (for example, wiring below floors or wiring in vertical shafts behind gypsum board or masonry partitions).
- B. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30A and 120 V to Ground: Identify with self-adhesive vinyl tape applied in bands. Install labels at 10-foot (3m) maximum intervals.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase- Identification, 600V or Less: Use colors listed below for ungrounded service feeder conductors.
    - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
    - b. Colors for 208/120V Circuits:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
    - c. Color for Neutral: White.
    - d. Color for Equipment Grounds: Green
    - e. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- D. Install instructional sign, including the color code for grounded and ungrounded conductors using adhesive-film type labels.
- E. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker-tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- F. Locations of Underground Lines: Underground-line warning tape for power, lighting, communication, and control wiring and optical-fiber cable.
  - 1. Limit use of underground-line warning tape to direct-buried cables.

2. Install underground-line warning tape for direct-buried cables and cables in raceways.
- G. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall comply with NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- H. Arc Flash Warning Labeling: Self-adhesive thermal transfer vinyl labels.
1. Comply with NFPA 70E and ANSI Z535.4.
- I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- J. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting control, communication, signal, monitoring, and alarm unless equipment is provided with its own identification.
1. Labeling Instructions:
    - a. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
    - b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    - c. Unless labels are provided with self-adhesive means of attachment, fasten them with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
  2. Equipment To Be Labeled:
    - a. Panelboards and Distribution Boards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard and Distribution Board identification shall be in the form of a self-adhesive, engraved, laminated acrylic or melamine label.
    - b. Enclosures and electrical cabinets.
    - c. Access doors and panels for concealed electrical items.
    - d. Enclosed switches.

**END OF SECTION**

## **SECTION 262726 – WIRING DEVICES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Standard-grade receptacles, 125 V, 20 A.
  - 2. GFCI receptacles, 125 V, 20 A.

#### **1.2 DEFINITIONS**

- A. GFCI: Ground-fault circuit interrupter.

#### **1.3 ACTION SUBMITTALS**

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

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.

#### **1.5 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing-label warnings and instruction manuals that include labeling conditions.

### **PART 2 - PRODUCTS**

#### **2.1 GENERAL WIRING-DEVICE REQUIREMENTS**

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Comply with NFPA 70.
- C. RoHS compliant.
- D. Comply with NEMA WD 1.
- E. Device Color:
  - 1. Wiring Devices Connected to Normal Power System: Gray unless otherwise indicated or required by NFPA 70 or device listing.
- F. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

## **2.2 STANDARD-GRADE RECEPTACLES, 125 V, 20 A**

- A. Weather-Resistant Duplex Receptacle, 125 V, 20 A:
  - 1. Description: Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.
  - 2. Configuration: NEMA WD 6, Configuration 5-20R.
  - 3. Standards: Comply with UL 498.
  - 4. Marking: Listed and labeled as complying with NFPA 70, "Receptacles in Damp or Wet Locations" Article.

## **2.3 GFCI RECEPTACLES, 125 V, 20 A**

- A. Tamper- and Weather-Resistant, GFCI Duplex Receptacles, 125 V, 20 A:
  - 1. Description: Integral GFCI with "Test" and "Reset" buttons and LED indicator light. Two pole, three wire, and self-grounding. Integral shutters that operate only when a plug is inserted in the receptacle. Square face.
  - 2. Configuration: NEMA WD 6, Configuration 5-15R.
  - 3. Type: Feed through.
  - 4. Standards: Comply with UL 498 and UL 943 Class A.
  - 5. Marking: Listed and labeled as complying with NFPA 70, "Tamper-Resistant Receptacles" and "Receptacles in Damp or Wet Locations" articles.

## **2.4 WALL PLATES**

- A. Single Source: Obtain wall plates from same manufacturer of wiring devices.
- B. Single and combination types shall match corresponding wiring devices.
  - 1. Plate-Securing Screws: Metal with head color to match plate finish.
- C. Wet-Location, Weatherproof Cover Plates: NEMA 250, complying with Type 3R, weather-resistant, die-cast aluminum with cover.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Conductors:
  - 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
  - 2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
  - 3. The length of free conductors at outlets for devices shall comply with NFPA 70, Article 300, without pigtails.

4. Existing Conductors:
  - a. Cut back and pigtail, or replace all damaged conductors.
  - b. Straighten conductors that remain and remove corrosion and foreign matter.
  - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.

B. Device Installation:

1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

C. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.

### 3.2 GFCI RECEPTACLES

- A. Install non-feed-through GFCI receptacles where protection of downstream receptacles is not required.

### 3.3 FIELD QUALITY CONTROL

A. Tests for Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
3. Ground Impedance: Values of up to 2 ohms are acceptable.

4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
  5. Using the test plug, verify that the device and its outlet box are securely mounted.
  6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault-current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.
- B. Wiring device will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

**END OF SECTION**

## **SECTION 262813 – FUSES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Cartridge fuses rated 600 V ac and less for use in the following:
    - a. Control circuits.
    - b. Panelboards.
    - c. Switchboards.
    - d. Enclosed controllers.
    - e. Enclosed switches.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for spare-fuse cabinets. Include the following for each fuse type indicated:
  - 1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
  - 2. Current-limitation curves for fuses with current-limiting characteristics.
  - 3. Time-current coordination curves (average melt) and current-limitation curves (instantaneous peak let-through current) for each type and rating of fuse. Submit in PDF format.

#### **1.3 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Fuses: Equal to 10 percent of quantity installed for each size and type, but no fewer than three of each size and type.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Source Limitations: Obtain fuses, for use within a specific product or circuit, from single source from single manufacturer.

#### **2.2 CARTRIDGE FUSES**

- A. Characteristics: NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages.
  - 1. Type CC: 600-V, zero- to 30-A rating, 200 kAIC, time delay.

2. Type J: 600-V, zero- to 600-A rating, 200 kAIC, time delay.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
  - C. Comply with NEMA FU 1 for cartridge fuses.
  - D. Comply with NFPA 70.
  - E. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine fuses before installation. Reject fuses that are moisture damaged or physically damaged.
- B. Examine holders to receive fuses for compliance with installation tolerances and other conditions affecting performance, such as rejection features.
- C. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- D. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 INSTALLATION**

- A. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuse.

**END OF SECTION**



## **SECTION 265619 – LED EXTERIOR LIGHTING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Exterior solid-state luminaires that are designed for and exclusively use LED lamp technology.
  - 2. Luminaire supports.
  - 3. Luminaire-mounted photoelectric relays.

#### **1.2 DEFINITIONS**

- A. CCT: Correlated color temperature.
- B. CRI: Color rendering index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. Lumen: Measured output of lamp and luminaire, or both.
- F. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

#### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of luminaire.
  - 1. Arrange in order of luminaire designation.
  - 2. Include data on features, accessories, and finishes.
  - 3. Include physical description and dimensions of luminaire.
  - 4. Lamps, include life, output (lumens, CCT, and CRI), and energy-efficiency data.
  - 5. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project.
    - a. Manufacturer's Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the NVLAP for Energy Efficient Lighting Products.
    - b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
  - 6. Wiring diagrams for power, control, and signal wiring.
  - 7. Photoelectric relays.
  - 8. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.

- B. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For testing laboratory providing photometric data for luminaires.
- B. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Field quality-control reports.
- D. Sample warranty.

#### **1.5 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For luminaires and photoelectric relays to include in operation and maintenance manuals.
  - 1. Provide a list of all lamp types used on Project. Use ANSI and manufacturers' codes.
  - 2. Provide a list of all photoelectric relay types used on Project; use manufacturers' codes.

#### **1.6 QUALITY ASSURANCE**

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products and complying with applicable IES testing standards.
- C. Provide luminaires from a single manufacturer for each luminaire type.
- D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

#### **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering prior to shipping.

#### **1.8 FIELD CONDITIONS**

- A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.
- B. Mark locations of exterior luminaires for approval by Engineer prior to the start of luminaire installation.

#### **1.9 WARRANTY**

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
  - a. Structural failures, including luminaire support components.
  - b. Faulty operation of luminaires and accessories.
  - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
2. Warranty Period: 5 year(s) from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 LUMINAIRE REQUIREMENTS**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- D. UL Compliance: Comply with UL 1598 and listed for wet location.
- E. Lamp base complying with ANSI C81.61.
- F. Bulb shape complying with ANSI C79.1.
- G. CRI of minimum 80. CCT of 4100 K.
- H. L70 lamp life of 50,000 hours.
- I. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- J. Internal driver.
- K. Nominal Operating Voltage: As indicated on the Drawings.
- L. In-line Fusing: Separate in-line fuse for each luminaire.
- M. Lamp Rating: Lamp marked for outdoor use.
- N. Source Limitations: Obtain luminaires from single source from a single manufacturer.

### **2.2 LUMINAIRE-MOUNTED PHOTOELECTRIC RELAYS**

- A. 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:
  1. Cooper Lighting Solutions; Signify North America Corp.
  2. Intermatic, Inc.
  3. Lithonia Lighting; Acuity Brands Lighting, Inc.
  4. Manufacturer of the luminaire.
- B. Comply with UL 773 or UL 773A.

- C. Contact Relays: Factory mounted, single throw, designed to fail in the on position, and factory set to turn light unit on at 1.5 to 3 fc (16 to 32 lx) and off at 4.5 to 10 fc (48 to 108 lx) with 15-second minimum time delay. Relay shall have directional lens in front of photocell to prevent artificial light sources from causing false turnoff.
  - 1. Relay with locking-type receptacle shall comply with ANSI C136.10.
  - 2. Adjustable window slide for adjusting on-off set points.

## 2.3 LUMINAIRE TYPES

- A. As detailed in the luminaire schedule on the Drawings.

## 2.4 MATERIALS

- A. Metal Parts: Free of burrs and sharp corners and edges.
- B. Sheet Metal Components: Corrosion-resistant aluminum or as noted in the luminaire schedule on the Drawings. Form and support to prevent warping and sagging.
- C. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses.
- D. Diffusers and Globes:
  - 1. Acrylic Diffusers: 100 percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
  - 2. Glass: Annealed crystal glass unless otherwise indicated.
  - 3. Lens Thickness: At least 0.125 inch (3.175 mm) minimum unless otherwise indicated.
- E. Lens and Refractor Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- F. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
  - 1. White Surfaces: 85 percent.
  - 2. Specular Surfaces: 83 percent.
  - 3. Diffusing Specular Surfaces: 75 percent.
- G. Housings:
  - 1. Rigidly formed, weather- and light-tight enclosure that will not warp, sag, or deform in use.
  - 2. Provide filter/breather for enclosed luminaires.
- H. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Labels shall be located where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
  - 1. Label shall include the following lamp characteristics:
    - a. "USE ONLY" and include specific lamp type.

- b. Lamp diameter, shape, size, wattage and coating.
- c. CCT and CRI for all luminaires.

## 2.5 FINISHES

- A. Variations in Finishes: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- B. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- C. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
  - 2. Natural Satin Finish: Provide fine, directional, medium satin polish (AA-M32); buff complying with AA-M20 requirements; and seal aluminum surfaces with clear, hard-coat wax.
  - 3. Class I, Clear-Anodic Finish: AA-M32C22A41 (Mechanical Finish: Medium satin; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.
  - 4. Class I, Color-Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: Medium satin; Chemical Finish: Etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker), complying with AAMA 611.
    - a. Color: As noted in the luminaire schedule on the Drawings.
- D. Factory-Applied Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
  - 2. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
    - a. Color: As selected by Engineer from manufacturer's full range.

## 2.6 LUMINAIRE SUPPORT COMPONENTS

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for threaded rod, channel, and angle supports.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.
- C. Examine walls, roofs, etc. for suitable conditions where luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 TEMPORARY LIGHTING**

- A. If approved by the Engineer, use selected permanent luminaires for temporary lighting. When construction is substantially complete, clean luminaires used for temporary lighting and install new lamps.

### **3.3 GENERAL INSTALLATION REQUIREMENTS**

- A. Comply with NECA 1.
- B. Install lamps in each luminaire.
- C. Fasten luminaire to structural support.
- D. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- E. Install luminaires level, plumb, and square with finished grade unless otherwise indicated.
- F. Coordinate layout and installation of luminaires with other construction.
- G. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.
- H. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for wiring connections and wiring methods.

### **3.4 CORROSION PREVENTION**

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

### **3.5 IDENTIFICATION**

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### **3.6 FIELD QUALITY CONTROL**

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Luminaire will be considered defective if it does not pass tests and inspections.

- C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

### **3.7 DEMONSTRATION**

- A. Train Owner's maintenance personnel to adjust, operate, and maintain luminaires and photocell relays.

**END OF SECTION**

## **SECTION 311000 - SITE CLEARING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Storm Water Pollution Prevention Plan (SWPPP) specifically prepared for this project.
- C. Standards and requirements of the City of St. Joseph, Missouri.

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Protecting existing trees and vegetation to remain.
  - 2. Removing existing trees and vegetation
  - 3. Clearing and grubbing.
  - 4. Stripping and stockpiling topsoil.
  - 5. Removing above- and below-grade site improvements.
  - 6. Disconnecting, capping or sealing, and abandoning existing site utilities in place and/or removing existing site utilities when indicated.
  - 7. Temporary erosion and sedimentation control measures.
- B. Related Sections include the following:
  - 1. Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.

#### **1.3 DEFINITIONS**

- A. Subsoil: All soil beneath topsoil, as defined below, and typified by the lack of organic matter and soil organisms.
- B. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, toxic materials, or other non-soil materials.
  - 1. Existing topsoil may require screening or amendment before being considered suitable for planting soil mix requirements.
- C. Tree Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- D. Vegetation: Trees, shrubs, groundcover, grass, and other plants.



- E. Best Management Practices (BMP's) means schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce pollution. BMP's also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- F. Storm Water Pollution Prevention Plan (SWPPP): Separately bound document prepared exclusively for this project which to aid in the implementation, management, and maintenance of Best Management Practices (BMPs) during construction activities so as to minimize erosion, reduce the amount of sediment in storm water runoff, comply with the water quality standards, and ensure compliance with the provisions of the General Permit.

#### **1.4 MATERIAL OWNERSHIP**

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, all cleared materials shall become Contractor's property and shall be removed from Project site.
- B. Removed material shall be disposed of on legally approved sites and in compliance with requirements of regulatory agencies.

#### **1.5 SUBMITTALS**

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for the following:
  - 1. Silt fence fabric.
- C. Reports, records, and certifications required by this Section, regulatory agencies having jurisdiction, and permit requirements.

#### **1.6 PROJECT CONDITIONS**

- A. Construction operations are to be limited to the project property only. Trespassing of workers, equipment, or materials onto adjacent properties is strictly forbidden.
- B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises as directed.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

- E. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
- F. The following practices are prohibited within tree protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

## **PART 2 - PRODUCTS**

### **2.1 SOIL MATERIALS**

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving."
  - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.
  - 2. Submit product data information on proposed off-site borrow materials according to the requirements specified in Division 31 Section "Earth Moving."

### **2.2 EROSION CONTROL DEVICE MATERIALS**

- A. Anti-Erosion Mulch: Clean, dry straw of winter wheat, rye, oats, or barley.
- B. Silt Fence Fabric: Synthetic filter fabric or a pervious sheet of polypropylene, nylon, polyester, or polyethylene yarn, containing ultraviolet ray inhibitors and stabilizers providing a minimum of six months usable construction life at a temperature range from 0 to 120 degrees F., and meeting the following requirements:
  - 1. Filtering efficiency: Not less than 75 percent.
  - 2. Grab strength at 20 percent maximum elongation:
    - a. Standard Strength Fabric: 30 pounds per lineal inch.
    - b. Extra Strength Fabric: 50 pounds per lineal inch.
  - 3. Flow Rate: Not less than 0.20 gallons per square foot per minute.
  - 4. Ultraviolet radiation stability: 90%
- C. Silt Fence Posts: Contractor has option of the following.
  - 1. 4 inch diameter pine.
  - 2. 2 inch diameter oak.

3. 1.333 pound per lineal foot steel posts, a minimum of 4-feet in length.
    - a. Steel posts shall have projections for fastening the fabric.
  4. Plastic posts designed to be specially incorporated into, or work with, a silt fence fabrication.
- D. Non-woven geotextile separation blanket: Synthetic filter fabric or a pervious sheet of polypropylene, nylon, polyester, or polyethylene yarn manufactured for the purpose of providing separation between soil material layers.
- E. Temporary Seeding: Annual plant or mixture of annual plant seeds, free of weed and invasive seeds, capable of providing temporary surface restoration.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper and timely completion.
1. Do not proceed until unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain.
- C. Protect existing site improvements to remain from damage during construction.
1. Restore damaged improvements to their original condition at no additional cost to Owner, as acceptable to Owner.
- D. Use all means necessary to control dust on and near the work, and on and near off-site storage, and spoil areas, if such dust is caused by performance of the work of this Section, or if resulting from the condition in which Project Site is left by Contractor.
- E. Moisten surfaces, as required, to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other work on Project Site.
- F. Install temporary construction entrances.

### **3.3 TEMPORARY EROSION AND SEDIMENTATION CONTROL**

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways according to requirements of authorities having jurisdiction, erosion and sediment control plans, the Storm Water Pollution Prevention Plan (SWPPP) prepared for this project and bound separately, and provision of the permit issued pertaining to site clearing and temporary erosion control operations.

- B. Install erosion control systems at the site's boundary at locations where storm water runoff will leave the site prior to starting any clearing, stripping, or earthwork operations.
- C. Minimize the time areas are to be exposed without vegetative cover.
- D. Clearing and grubbing within 50 feet of a defined drainage way is strictly prohibited unless such activity is clearly indicated and then shall not commence until the specific erosion control systems and BMP's for that specific area are in place.
- E. Properly dispose of solid waste, paints, solvents, cleaning compounds, etc.
- F. Store construction materials in designated areas away from drainage ways and low areas.
- G. Provide portable toilets and properly dispose of sanitary sewage.
- H. Construct containment berm and utilize drip pans at fuel and liquid storage tanks and containers.
- I. Minimize areas to be stripped to those areas of construction activity.
- J. Phase construction operations to minimize area of disturbed soil.
- K. Exposed surfaces shall be roughened to inhibit runoff and promote infiltration.
- L. At completion of topsoil stockpiling operations, stockpiles shall be shaped and graded to drain.
- M. Installation of Erosion Control Devices
  - 1. Install erosion control devices to protect adjacent and downstream properties from damage and pollution resulting from erosion caused by the work of this Contract.
  - 2. Implement erosion control measures indicated on drawings and additional erosion control measures necessary to prevent damage to adjacent and downstream properties.
  - 3. Install additional erosion control devices as required by the municipality having jurisdiction.
  - 4. Install silt fence located along perimeter of site or grading limits immediately following site clearing and grading operations.
    - a. Install silt fence fabric from a continuous roll for the length of the silt fence whenever possible to minimize the number of joints.
    - b. Create joints in fabric by securely fastening fabric at the support post with overlap extending to the next post.
    - c. Drive support post into ground not less than 24 inches.
    - d. Excavate a 4 inch wide by 6 inch deep trench on up-slope side of silt fence.
    - e. Line trench with silt fence fabric material.
    - f. Backfill trench with soil or gravel.

5. Install temporary construction entrance(s).
6. Install sediment traps at curb inlets.
7. Install concrete wash pits.
8. Establish temporary vegetative cover in areas that are not disturbed for a period of 14 days.

N. Inspection of Erosion and Sediment Control Systems

1. Inspect all erosion control systems and devices according to the SWPPP for the project.
2. Inspect all erosion control systems and devices at least once every seven calendar days.
3. Inspect all erosion control systems and devices within 24 hours of the end of any rainfall event which results in precipitation of 1/2 inch or more.
4. During inspections, locations where storm water leaves the site shall be inspected for evidence of erosion or sediment deposition.
5. Correct deficiencies within three calendar days.
6. Complete a report of each inspection. Report shall contain the following minimum information:
  - a. Inspector's name
  - b. Inspection date
  - c. Observations of the effectiveness of erosion control systems
  - d. Actions taken if necessary to correct deficiencies
  - e. Listing of areas where construction operations have permanently or temporarily stopped
  - f. Authorized signature

O. Maintenance of Erosion and Sediment Control Devices

1. Maintain all installed erosion and sediment control devices according to the SWPPP for the project.
2. Check all erosion control measures after each rainfall event to ensure that they are in proper working order.
  - a. Immediately restore all measures to installed condition.
3. Inspect erosion control fences at least once a week.
4. Immediately replace damaged portions of the erosion control fences, including portions which have collapsed, contain tears, have decomposed, or have become ineffective.
5. Remove sediment deposits, as necessary, to provide adequate sediment storage and to maintain the integrity of fences. Dispose of accumulated sediment by spreading over upland areas of the site.
6. Maintain erosion control devices in place, as specified, until completion of the

work of this Contract and until permanent stabilization of all disturbed areas is achieved.

- a. At completion of work, inspect all systems, make necessary repairs, remove and dispose of all accumulated sediment, and turn completely operable systems indicated to remain over to Owner for continued maintenance.
- P. Remove erosion and sedimentation controls not indicated to remain and restore and stabilize areas disturbed during removal.
- Q. Chemical and sewage spills
1. Report hazardous substance or oil spills in accordance with requirements of 40 CFR 117 and 40 CFR 302.
  2. Report discharge or escape of sewage, substances, or waste which may contaminate or pollute water or soil to the Missouri Department of Natural Resources.
- R. Removed Substances
1. Solids, sludges, sediments, or other pollutants removed in the control of runoff shall be managed in accordance with applicable statutes and regulations.

### **3.4 EXISTING UTILITIES**

- A. Arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing. Coordinate disconnection with Owner as necessary.
1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed or abandoned in place.
1. Arrange with utility companies to shut off indicated utilities.
- C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Owner's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.

### **3.5 CLEARING AND GRUBBING**

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain.
  2. Grind stumps and remove roots, obstructions, and debris to a depth of 18 inches

- below exposed subgrade.
  - 3. Chip removed tree branches and dispose of off-site.
  - 4. Use hand methods only for grubbing within tree protection zones.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
- 1. Place fill material according to the requirements specified in Division 31 Specification "Earth Moving."

### **3.6 TOPSOIL STRIPPING**

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
  - 1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Install additional erosion control devices at stockpile areas.
  - 2. Stockpile surplus topsoil for respreading following final grading operations.
  - 3. Dispose of excess topsoil as specified for waste material disposal.
  - 4. Dispose of excess topsoil as directed by Owner.

### **3.7 SITE IMPROVEMENTS**

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
  - 1. Remove concrete walks and sidewalks to nearest joint beyond line of demolition.
  - 2. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
  - 3. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

### **3.8 DISPOSAL**

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

## **END OF SECTION 311000**

## **SECTION 312000 – EARTH MOVING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Storm Water Pollution Prevention Plan (SWPPP) specifically prepared for this project.

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
  - 2. Excavating and backfilling for buildings and structures.
  - 3. Base course for concrete walks and pavements.
  - 4. Base course for asphalt paving.
  - 5. Subsurface drainage backfill for walls and trenches.
  - 6. Excavating and backfilling trenches within building lines.
  - 7. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
- B. Related Sections include the following:
  - 1. Division 01 Section "Unit Prices" for a schedule of unit prices.
  - 2. Division 31 Section "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removing topsoil above- and below-grade improvements including utilities, and protecting trees to remain.
  - 3. Division 32 Section "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

#### **1.3 DEFINITIONS**

- A. Authorized Additional Excavation: Removal of materials beyond indicated subgrade elevations and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the work.
- B. Backfill: Soil material or controlled low-strength material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- C. Aggregate Base Course: The layer placed between the subgrade and surface pavement in a paving system.



- D. Bedding Material: Granular material utilized to bed piped utilities placed in trench excavations.
- E. Borrow Material: Material obtained off-site use for fill or backfill when sufficient approved soil material is not available from excavations.
- F. Controlled Low Strength Material: Low strength concrete commonly referred to as flowable fill.
- G. Drainage Fill: Course of washed granular material supporting slab-on-grade placed to minimizes upward capillary flow of pore water.
- H. Excavation: The removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.
- I. Fill: Soil material used to raise elevations.
- J. Low Volume Change Soil Material: Low-plasticity soil material.
- K. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.
- L. Subbase Course: The layer placed between the subgrade and base course in a paving system.
- M. Subgrade: The uppermost surface of an excavation, including excavation for trenches, or the top surface of a fill or backfill immediately below base course, pavement, drainage fill, or topsoil materials.
- N. Subsurface Drainage Backfill: Granular material utilized to backfill walls or utilized to backfill subsurface trench drainage systems.
- O. Unauthorized Excavation: Removing materials beyond indicated subgrade elevations or dimensions without direction by the Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.
- P. Unforeseen Excavation: Excavation of material, regardless of its character or nature, below the subgrade elevation required to construct the work as indicated on the drawings or specified herein. Unforeseen excavation shall be at the Contractor's expense.
- Q. Utilities: Underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

#### **1.4 SUBMITTALS**

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specifications.
- B. Product Data: For the following:
  - 1. Each type of plastic warning tape.

2. Geotextile drainage fabric.
  3. Geotextile fabric or geogrid for subgrade stabilization.
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
  2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.
- D. Photographs of existing adjacent structures and site improvements, for record purposes only.

## **1.5 QUALITY ASSURANCE**

- A. Codes and Standards: Perform earth moving operations complying with requirements of authorities having jurisdiction.
- B. Testing and Inspection Service: Owner will employ a qualified independent geotechnical engineering testing agency to classify proposed on-site and borrow soil materials to verify that soils comply with specified requirements and to perform required field and laboratory testing.

## **1.6 PROJECT CONDITIONS**

- A. The existing utility information shown on the Drawings is based on the best available information. The exact location and depth of these utilities are unknown. Contractor shall perform site survey, research public utility records, and verify existing utility locations. Contact utility-locating service for area where Project is located. Contractor to notify Engineer in writing should existing utilities be discovered.
- B. Site Information: Subsurface condition investigations were not performed as a part of this project. Contractor is responsible for performing the work of this Section regardless of the underground conditions discovered at no additional cost to the Owner.
- C. 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.
- D. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Do not proceed with utility interruptions without Owner's written permission.

3. Contact utility-locator service for area where Project is located before excavating.
- E. Do not commence earth moving operations until temporary erosion and sedimentation control measures are in place.
  - F. The following practices are prohibited within protection zones:
    1. Storage of construction materials, debris, or excavated material.
    2. Parking vehicles or equipment.
    3. Foot traffic.
    4. Erection of sheds or structures.
    5. Impoundment of water.
    6. Excavation or other digging unless otherwise indicated.
    7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
  - G. Do not direct vehicle or equipment exhaust towards protection zones.
  - H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
  - I. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
  - J. Utilities have been located from surveys and available existing records. Not all utilities may be shown on the Drawings. Locate all utilities prior to beginning any construction activities.
  - K. Where utilities require adjustment or relocation to construct the Work, and those utilities are not shown on the Drawings, notify Engineer before proceeding. Relocate or adjust utility as directed. All utility adjustment and/or relocation work shall be at the Contractor's expense.
  - L. If utility is damaged by Contractor, notify utility owner and Engineer immediately. Repair or replacement of utilities damaged by Contractor, whether utilities are shown on the drawings or not shown on the drawings, shall be Contractor's expense.

## **PART 2 - PRODUCTS**

### **2.1 SOIL MATERIALS**

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GC, GW, GP, GM, SC, SW, SP, SM, ML, MH and CL or CH or a combination of these group symbols; free of rock or gravel larger than 2 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups OL, OH, and PT, or a combination of these group symbols.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Aggregate Base Course: Granular materials meeting the requirements of MoDOT Type 5 material, or approved equal.
- E. Bedding Course: Clean, granular materials of crushed rock or pea gravel with not less than 95 percent passing a 3/4-inch sieve and not less than 95 percent retained on a 3/8 inch sieve.
- F. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch sieve and not more than 5 percent passing a No. 8 sieve.
- G. Rip-Rap: Clean, granular material meeting the requirements of MoDOT Type 2 ditch liner.
- H. Subsurface Drainage Backfill Material: Evenly graded mixture of natural or crushed gravel, or crushed stone and natural sand; with 100 percent passing a 1-1/2 inch sieve and 0 to 5 percent passing a No. 50 sieve.
- I. Impervious Fill: Clay soils capable of compacting to a dense state.
- J. Low Volume Change Soil Material: Low plasticity cohesive soils having a liquid limit less than 50 and a plasticity index less than 25, or well-graded granular materials, approved by Owner's Testing and Inspection Service

## 2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.
- B. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
  - 1. Grab Tensile Strength: 110 lbf; ASTM D 4632.
  - 2. Tear Strength: 40 lbf; ASTM D 4533.

3. Puncture Resistance: 50 lbf; ASTM D 4833.
  4. Water Flow Rate: 150 gpm per sq. ft.; ASTM D 4491.
  5. Apparent Opening Size: No. 50; ASTM D 4751.
- C. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
1. Grab Tensile Strength: 200 lbf (890 N); ASTM D 4632.
  2. Tear Strength: 75 lbf (333 N); ASTM D 4533.
  3. Puncture Resistance: 90 lbf (400 N); ASTM D 4833.
  4. Water Flow Rate: 4 gpm per sq. ft. (2.7 L/s per sq. m); ASTM D 4491.
  5. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751.

## **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 earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### **3.2 DEWATERING**

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
  2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

### **3.3 EXPLOSIVES**

- A. Explosives: Do not use explosives.

### **3.4 EXCAVATION, GENERAL**

- A. Unclassified Excavation: Excavation is unclassified and includes excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials at no additional cost to the Owner.
- B. Borrow Material: If excavated materials of a suitable nature are not of sufficient quantity to complete the work, provide borrow material in sufficient quantity to complete the work at no additional cost to the Owner.
- C. Disposition of Excavated Material: Dispose of excess satisfactory soil material and all unsatisfactory soil material and rock obtained from excavations in accordance with the provisions of this Section.

### **3.5 STABILITY OF EXCAVATIONS**

- A. Comply with local, state, and federal codes, ordinances, and regulations regarding maintaining safe and stable excavations.

### **3.6 EXCAVATION FOR STRUCTURES**

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1.2 inches. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
  - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1.2 inches. Do not disturb bottom of excavations intended for bearing surface.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
  - 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
  - 2. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree and Plant Protection."

### **3.7 EXCAVATION FOR WALKS AND PAVEMENTS**

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

### **3.8 EXCAVATION FOR UTILITY TRENCHES**

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Where utilities are in fill, compact fill material to 95% standard proctor maximum dry density at least 12" above the top of the proposed utility prior to excavation of trench.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
- C. Trench Bottoms when no bedding course is indicated: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
  2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
  3. If rock or other unyielding material is encountered at required trench bottom elevation, excavate trenches 6 inches deeper than subgrade elevation required to allow for installation of a 6 inch thick bedding course.
  4. Excavation and disposal of all material, regardless of character, and placement of suitable bedding material shall be at the Contractor's expense.
- D. Trench Bottoms when bedding course is indicated: Excavate trenches to depth below bottom of utility indicated to allow for bedding course. Hand excavate for bell of pipe.

### **3.9 APPROVAL OF SUBGRADE**

- A. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner's Testing and Inspection Service at no additional cost to Owner.
- B. Notify Engineer and Owner's Testing and Inspection Service when excavations have reached required subgrade.
- C. If Owner's Testing and Inspection Service determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
1. Additional excavation and replacement material will be at the Contractor's expense.
- D. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades. Continue excavation of unsatisfactory material and replace with compacted suitable fill material as directed.
1. Unforeseen additional excavation, replacement material, labor, and equipment as a result of unsatisfactory existing materials will be at the Contractor's expense.

### **3.10 UNAUTHORIZED EXCAVATION**

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Owner's Testing and Inspection Service.
  - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Owner's Testing and Inspection Service.
- B. Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by the Owner's Testing and Inspection Service.
- C. All additional costs incurred as a result of unauthorized excavation are the Contractor's responsibility.

### **3.11 STORAGE OF SOIL MATERIALS**

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### **3.12 BACKFILL**

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for record documents.
  - 3. Inspecting and testing underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

### **3.13 UTILITY TRENCH BACKFILL**

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Coordinate backfilling with utilities testing and installation of warning tape.



1. Install warning tape directly above utility line, 12-inches below finished grade of 6-inches below subgrade under pavements and slabs.
- D. Trenches under Roadways: Provide 4-inch thick concrete-base slab support for piping or conduit less than 24-inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course.
- E. When excavation wall protection has been utilized, fill voids with approved materials while shoring and bracing, and as sheeting is removed.
- F. Place and compact initial backfill of material indicated, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit.
1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- G. Place and compact final backfill of material indicated to final elevation required.

### **3.14 FILL, GENERAL**

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Scarify exposed subgrade to a depth of 8 inches. Moisture condition scarified depth of material to a moisture content between optimum and 4 percent above optimum moisture content. Re-compact scarified material to not less than 95 percent of Standard Proctor maximum dry density. Maintain moisture content within the limits specified above until placement of subsequent layers of fill material.
- D. Place and compact fill material in layers to required elevations as follows:
1. Under grass and planted areas, use “Satisfactory Soils” obtained from excavations or borrow sources.
  2. Under concrete walks, concrete pavements, concrete ramps, asphalt pavements, and concrete steps or stairs use “Aggregate Base Course” of thickness indicated with “Satisfactory Soils” obtained from excavations or borrow sources below the “Aggregate Base Course”.
  3. Under footings and foundations, use “Low Volume Change Soil Material”.
- E. Place fill on subgrades free of mud, frost, snow, or ice.

### **3.15 MOISTURE CONTROL**

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to between optimum moisture content and 4 percent above optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air-dry, otherwise "Satisfactory Soil" material that exceeds optimum moisture content by 4 percent and is too wet to compact to specified density.

### **3.16 COMPACTION OF BACKFILLS AND FILLS**

- A. Place backfill and fill materials in layers not more than 9 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of Standard Proctor maximum dry density according to ASTM D 698:
  1. Under structures, building slabs, steps, stairs, walks, ramps, and pavements, scarify and recompact top 8 inches of existing subgrade and each layer of backfill or fill material to not less than 95 percent of Standard Proctor maximum dry density.
  2. Under lawn or unpaved areas, scarify and recompact top 8 inches below subgrade and compact each layer of backfill or fill material to not less than 90 percent of Standard Proctor maximum dry density.

### **3.17 GRADING**

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  1. Provide a smooth transition between adjacent existing grades and new grades.
  2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  1. Lawn or Unpaved Areas: Plus or minus 1/2 inch.
  2. Walks: Plus or minus 1/2 inches.
  3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot straightedge.

### **3.18 AGGREGATE BASE COURSE**

- A. Under concrete walks, concrete pavements, concrete ramps, asphalt pavements, and concrete steps and stairs place “Aggregate Base Course” on prepared subgrade and as follows:
  - 1. Compact base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of Standard Proctor maximum dry density according to ASTM D 698.
  - 2. Shape base course to required crown elevations and cross-slope grades.
  - 3. When thickness of compacted base course is 6 inches or less, place materials in a single layer.
  - 4. When thickness of compacted base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

### **3.19 RIP-RAP**

- A. Prepare subgrade to the requirements of this section, to the lines and elevations indicated.
- B. Install geotextile drainage fabric along subgrade to the extents indicated. Overlap joints a minimum of 4 inches in the direction of water flow. Secure edges of fabric with staples.
- C. Place rip-rap on drainage fabric to a minimum thickness of 12”. Arrange material to minimize gaps between rocks and not expose underlying fabric.

### **3.20 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Owner’s Testing and Inspection Service.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable.
  - 1. Field in-place density tests may also be performed by the nuclear method according to ASTM D 6938, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556.
  - 2. When field in-place density tests are performed using nuclear methods, make calibration check of both density and moisture gauges at the beginning of work, on each different type of material encountered, and at intervals directed by the Engineer.

3. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
  4. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
  5. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.
- E. Testing agency will observe proofrolling of pavement subgrades. If pumping subgrade is observed the areas scarify and moisten or aerate soil material, or remove and replace to depth required and retest. Additional materials, equipment and labor necessary to pass proofroll inspection will be at the Contractor's expense.
- F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained. Additional materials, equipment and labor necessary to meet compaction requirements will be at the Contractor's expense.

### **3.21 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace soil material to depth as directed by Owner's Testing and Inspection Service; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

### **3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS**

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

**END OF SECTION 312000**

## **SECTION 321216 - ASPHALT PAVING**

### **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 REFERENCE SPECIFICATIONS**

- A. Standard Specifications of the Kansas City Metro Chapter of the American Public Works Association, latest edition, form a part of this Section to the extent referred to.

#### **1.3 SUMMARY**

- A. Section Includes:
  - 1. Hot-mix asphalt paving.
  - 2. Pavement-marking paint.
- B. Related Sections:
  - 1. Division 31 Section "Site Clearing" for demolition, removal, and disposal of existing asphalt pavements.
  - 2. Division 31 Section "Earth Moving" for prepared subgrade and base materials.

#### **1.4 DEFINITION**

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

#### **1.5 SUBMITTALS**

- A. General: Submit according to the following:
  - 1. Each sheet or page of each submittal shall bear the review stamp of the Contractor indicating the submittal has been reviewed and is approved. Submittals not bearing the Contractor's review stamp will be returned without review.
  - 2. Contract drawings may not be reproduced in whole or in part to be utilized as a submittal. Contract drawings reproduced in whole or in part and modified into submittals will not be accepted and will be returned without review.
  - 3. Submittals shall be complete and clearly indicate compliance with specified requirements. Submission of a typical nature for separate components or items but not indicating the specifics of each will not be accepted and will be returned without review.
- B. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.

- C. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.
- D. Asphalt-aggregate mixture design for each type of asphalt-aggregate mixture.

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

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

## **1.7 PROJECT CONDITIONS**

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
  - 1. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
  - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.
  - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.
- B. Grade Control: Establish and maintain required lines and elevations.
- C. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials 55 deg F for water-based materials, and not exceeding 95 deg F.

## **PART 2 - PRODUCTS**

### **2.1 AGGREGATES**

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone or crushed gravel.
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone or gravel, or combinations thereof.
- D. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

### **2.2 ASPHALT MATERIALS**

- A. Asphalt Cement: ASTM D 946 for penetration-graded material, PG 64-22.
- B. Tack Coat: ASTM D 977 emulsified asphalt, Grade SS-1H.

- C. Water: Potable.

## **2.3 AUXILIARY MATERIALS**

- A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
- B. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N; colors complying with FS TT-P-1952.
  - 1. Parking space striping: Yellow.
  - 2. Accessible parking loading zones: Yellow.
  - 3. Accessible parking symbols: White with blue background.
  - 4. Fire lanes: Red.
- C. Wheel Stops: Precast, air-entrained concrete, 30000-psi minimum compressive strength, 4-1/2 inches high (minimum) by 9 inches wide by 72 inches long. Provide chamfered corners, drainage slots on underside, and holes for anchoring to substrate.
  - 1. Dowels: Galvanized steel, 3/4-inch diameter, 10-inch minimum length.

## **2.4 MIXES**

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes complying with Section 2205 of the reference specifications
  - 1. Base Course: APWA Type 1-01.
  - 2. Surface Course: APWA Type 3-01.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that aggregate base course is dry and in suitable condition to begin paving.
- B. Proof-roll aggregate base course below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated aggregate base course.
  - 1. Completely proof-roll aggregate base course in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Owner's Inspection and Testing Service, and replace with suitable material as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

### **3.2 SURFACE PREPARATION**

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared aggregate base course is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade base before applying paving materials.
- C. Tack Coat: Apply uniformly to surfaces of existing pavements at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### **3.3 HOT-MIX ASPHALT PLACING**

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
  - 2. Place hot-mix asphalt surface course in single lift.
  - 3. Spread mix at minimum temperature of 250 deg F.
  - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
  - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
  - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.
- D. Apply tack coat between successive lifts of asphalt pavement.

### **3.4 JOINTS**

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.



2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).
3. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct transverse joints by bulkhead method or sawed vertical face method as described in AI's "The Asphalt Handbook."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

### 3.5 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927, but not less than 94 percent nor greater than 100 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.6 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Base Course: Plus 1/2 inch, no minus.
  - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course: 1/4 inch.
  - 2. Surface Course: 1/8 inch.
  - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

### **3.7 PAVEMENT MARKING**

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. 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.

### **3.8 WHEEL STOPS**

- A. Install wheel stops in bed of adhesive as recommended by manufacturer.
- B. Securely attach wheel stops to pavement with not less than two galvanized-steel dowels embedded at one-quarter to one-third points. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

### **3.9 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
  - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.

2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
  - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than 3 cores taken.
  - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

**END OF SECTION 321216**

## **SECTION 321313 – CONCRETE PAVING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes exterior cement concrete pavement for the following:
  - 1. Driveways and roadways.
  - 2. Parking lots.
  - 3. Curbs and gutters.
  - 4. Sidewalks.
  - 5. Ramps.
  - 6. Stairs.
- B. Related Sections include the following:
  - 1. Division 31 Section "Earth Moving" for subgrade preparation, grading, and base course.
  - 2. Division 32 Section "Concrete Paving Joint Sealants" for joint sealants of joints in concrete pavement and at isolation joints of concrete pavement with adjacent construction.

#### **1.3 SUBMITTALS**

- A. General: Submit according to the following:
  - 1. Each sheet or page of each submittal shall bear the review stamp of the Contractor indicating the submittal has been reviewed and is approved. Submittals not bearing the Contractor's review stamp will be returned without review.
  - 2. Contract drawings may not be reproduced in whole or in part to be utilized as a submittal. Contract drawings reproduced in whole or in part and modified into submittals will not be accepted and will be returned without review.
  - 3. Submittals shall be complete and clearly indicate compliance with specified requirements. Submission of a typical nature for separate components or items but not indicating the specifics of each will not be accepted and will be returned without review.
- B. Concrete mix designs for each class of concrete. Submittal shall establish weights and volumes of all materials used for each class of concrete in accordance with ACI 318, and shall include the following:
  - 1. Concrete mix proportions.

2. Documentation of test records and standard deviations for field experience method or,
  3. Laboratory test results for trial batch method.
  4. Materials certificates for cements, fly ash, and aggregates. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with or exceeds the specified requirements.
  5. Product data sheets for admixtures. Provide certifications from admixture manufacturers that chloride content complies with specified requirements.
- C. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, and curing compounds.

#### **1.4 QUALITY ASSURANCE**

- A. Installer Qualifications: An experienced installer who has completed concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- E. Concrete Standards: Comply with provisions of the following Standard's, except where more stringent requirements are indicated.
1. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings."
  2. ACI 318, "Building Code Requirements for Reinforced Concrete."
  3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
- F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

#### **1.5 COORDINATION**

- A. Coordinate with equipment and integral anchors, and other items embedded in concrete.

#### **1.6 PROJECT CONDITIONS**

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials and 55 deg F for water-based materials, and not exceeding 95 deg F.

## **PART 2 - PRODUCTS**

### **2.1 FORMS**

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

### **2.2 STEEL REINFORCEMENT**

- A. Synthetic Fibers: Fibrillated polypropylene fibers engineered and designed for use in concrete paving, complying with ASTM C1116, Type III
- B. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed.
- C. Plain Steel Wire: ASTM A 82, as drawn.
- D. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- E. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

### **2.3 CONCRETE MATERIALS**

- A. General: Materials for use in concrete shall conform to requirements of the Kansas City Metro Materials Board 2004 KCMMB Concrete Material Specification. Use the same brand and type of cementitious material from the same manufacturer throughout the Project unless otherwise acceptable to the Engineer.
- B. Cementitious Materials: Cementitious materials shall meet the current requirements of ASTM C 595 Type IP or IS Blended Hydraulic Cements (including the optional mortar expansion test) as outlined herein. ASTM C 595 includes blending of ASTM C 150 Portland Cement and pozzolanic materials or granulated blast-funace slag. Cementitious materials may be blended at the ready mix plant.

1. Manufactured ASTM C 595 Blended Hydraulic Cements Type IS and Type IP must comply with all ASTM C 595 standard requirements (including the optional mortar expansion test) with the following limitations:
    - a. Type IS: The slag constituent shall be between 25% and 40% of the mass of the combined Portland Cement and slag.
    - b. Type IP: The pozzolan constituent shall be between 15% and 30% of the mass of the combined Portland cement and pozzolan.
  2. Ready mix plant (field mixed) cementitious materials shall comply with the current requirements of ASTM C 595 Type IS or Type IP Blended Hydraulic Cements (including the optional mortar expansion test) with the following limitations:
    - a. Ground granulated blast furnace slag (GGBFS) shall meet the requirement of ASTM C 989 and shall be grade 100 or 120.
    - b. Maximum limit by mass of GGBFS in field mixed Type IS cement shall be between 25% and 40%.
    - c. Maximum combination of GGBFS and pozzolans shall not exceed 40% by mass of cementitious materials.
    - d. Maximum limit by mass of pozzolanic content in field mixed Portland – pozzolan Type IP cements shall be between 15% and 25%.
    - e. All fly ash used shall meet the requirements of ASTM C 618 Class F with the following exceptions:
      - 1) Available alkali is limited to a maximum of 1.5%.
      - 2) Loss on ignition is limited to a maximum of 3.0%
  3. The total mass of Portland cement shall be a minimum of 360 pounds per cubic yard of concrete.
  4. The total mass of cementitious materials shall be a minimum of 564 pounds per cubic yard of concrete.
  5. Mortar expansion for field mixed Type IP cements blended from ASTM C 618 Type F fly ash is accepted if the eight week maximum expansion of 0.060% is met.
- C. Coarse Aggregate: ASTM C 33, Gradation Sizes Number 1 through Number 7, uniformly graded, from a single source, composed entirely of granite, calcite cemented sandstone, quartzite, basalt, diabase, rhyolite, or trap rock. All coarse aggregate shall come from a large, accessible, uniform geological formation and be easily field identified in concrete. All coarse aggregate test results shall not exceed the following percentages by weight.
1. AASHTO T 103, Soundness by Freeze / Thaw 50 cycles: 1.0% for 3/4-inch to 3/8-inch, 2.0% for 3/8-inch to #4.
  2. ASTM C 127, Absorption: 0.5%
  3. ASTM C123, Lightweight Pieces: 0.5%
  4. ASTM C 142 Clay Lumps and Friable Percent Deleterious: 0.3%

- 5. Coal and Lignite: 0.05%
  - 6. ASTM C 117, Material Finer than #200 by washing: 0.5%
  - 7. Total deleterious material: 1.0%
  - 8. ASTM C 88, Sulfate Soundness (MgSO<sub>4</sub>) Weighted Percent Loss: 0.5% for 3/4-inch to 3/8-inch, 4% for 3/8-inch to #4.
  - 9. ASTM C 131 LA Abrasion Percent Loss: 28.0%
- D. Fine Aggregate: ASTM C 33, with the percentage by weight of clay lumps and friable particles not exceeding 0.25%, the percentage by weight of material passing the No. 200 sieve not exceeding 2.0%, and the percentage of coal and lignite not exceeding 0.25%.
  - E. Fibers: Macro synthetic fibers, ASTM D7508 in accordance with ACI 544.4-18.
  - F. Water: Potable, ASTM C 94.

## **2.4 ADMIXTURES**

- A. General: Admixtures certified by manufacturer to contain no chloride ions.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

## **2.5 CURING MATERIALS**

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

## **2.6 RELATED MATERIALS**

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



- B. Bonding Agent: ASTM C 1059, Type II, non-re-dispersible, acrylic emulsion or styrene butadiene.

## **2.7 AUXILIARY MATERIALS**

- A. Pavement-Marking Paint: Alkyd-resin type, ready-mixed, complying with FS TT-P-115, Type I, or AASHTO M-248, Type N.
  - 1. Crosswalks: Yellow.
  - 2. Parking Striping: White.
  - 3. Accessible parking symbols: Blue.

## **2.8 CONCRETE MIXES**

- A. Concrete mix designs shall conform to the Kansas City Metro Materials Board 2024 KCMMB Concrete Material Specification designation KCMMB 4K with fiber reinforcement.
- B. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.
- C. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.
- D. Proportion mixes to provide concrete with the following properties:
  - 1. Compressive Strength (28 Days): 4000 psi.
  - 2. Maximum Water-Cementitious Materials Ratio: 0.44.
  - 3. Slump Limit: 3 inches .
- E. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to Kansas City Metro Material Board specifications.
- F. Aggregates: Aggregates must be proportioned to have a minimum of 50% coarse aggregate by weight.
- G. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content by volume of 6.5% within a tolerance of plus or minus 1.5 percent:
- H. Add color admixture as recommended by color admixture manufacturer.

## **2.9 CONCRETE MIXING**

- A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94.
  - 1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## **PART 3 - EXECUTION**

### **3.1 SURFACE PREPARATION**

- A. Check for unstable areas and verify need for additional compaction. Proceed with concrete placement only after nonconforming conditions have been corrected.
- B. Remove loose material from surface immediately before placing concrete.

### **3.2 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. Check completed formwork and screeds for grade and alignment to following tolerances:
  - 1. Top of Forms: Not more than 1/16 inch in 10 feet.
  - 2. Vertical Face of Longitudinal Axis: Not more than 1/8 inch in 10 feet.
- C. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

### **3.3 PLACING STEEL REINFORCEMENT**

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for 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.

### **3.4 PAVING JOINTS**

- A. General: Construct construction, expansion, and contraction (control) joints 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 concrete, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of concrete and at locations where concrete operations are stopped for more than one-half hour, unless concrete terminates at expansion joints.
  - 1. Continue reinforcement across construction joints, unless otherwise indicated.
  - 2. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

- C. Expansion Joints: Form expansion joints of preformed joint-filler strips where indicated.
  - 1. In curb and curb and gutter, locate expansion joints at points of curvature and at locations indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  - 6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length or provide and install expansion cap or tube to prevent concrete bonding to one side of joint.
- E. Contraction (Control) Joints: Form weakened-plane contraction (control) joints, sectioning concrete into areas as indicated. Construct contraction (control) joints for a depth indicated, as follows:
  - 1. Pavement and Curb & Gutter: Form contraction (control) 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.
  - 2. Sidewalks: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius.

### **3.5 CONCRETE PLACEMENT**

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from base surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- D. Do not add water to concrete during delivery, at Project site, or during placement.
- E. Deposit and spread concrete in a continuous operation between joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

- F. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- G. Screed surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.
- H. Do not operate equipment on concrete until concrete has attained 85 percent of its 28-day compressive strength.
- I. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) 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 mix designs.
- J. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, reinforcement steel, and base just before placing concrete. Keep base course moisture uniform without standing water, soft spots, or dry areas.

### **3.6 CONCRETE FINISHING**

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the 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. Re-float surface immediately to uniform granular texture.

1. Medium -Textured Broom Finish: Draw a broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, medium texture at all locations unless otherwise specified.

### **3.7 CONCRETE PROTECTION AND CURING**

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
  1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### **3.8 TOLERANCES**

- A. Comply with tolerances of ACI 117 and as follows:
  1. Elevation: 1/8 inch
  2. Thickness: Plus 3/8 inch, minus 1/4 inch
  3. Surface: Gap below 10-foot long, unlevelled straightedge not to exceed 1/8 inch

4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Edge: 1/2 inch
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Edge: Length of dowel 1/4 inch per 12 inches
8. Joint Spacing: 3 inches
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

### **3.9 PAVEMENT MARKING**

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- B. Use chlorinated-rubber base traffic lane-marking paint, factory-mixed, quick-drying, and non-bleeding.
- 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.

### **3.10 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.
- B. Allow testing agency to inspect and test subgrade preparation and base course installation. Proceed with subsequent work only after test results for previously completed work comply with requirements.
- C. Testing Services: Testing shall be performed according to the following requirements:
  1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
  2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
  3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
  4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.

5. Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
  6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required.
  7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  8. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete.
  9. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi . When 7-day test is less than 70 percent of 28-day requirement, concrete may not gain adequate strength. Notify Engineer in writing and acknowledge potential non-complying concrete.
- D. Test results shall be reported in writing to Engineer, concrete manufacturer (as applicable), and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as the sole basis for approval or rejection.
- F. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Engineer. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

### **3.11 REPAIRS AND PROTECTION**

- A. Remove and replace concrete that is broken, damaged, or defective, or does not meet requirements in this Section.
- B. Drill test cores where directed by Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory areas with portland cement concrete bonded with epoxy adhesive.

- C. Protect concrete from damage. Exclude traffic from concrete for at least 14 days after placement. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete free of stains, discoloration, dirt, and other foreign material. Sweep concrete not more than two days before date scheduled for Substantial Completion inspections.

**END OF SECTION 321313**



## **SECTION 321373 - CONCRETE PAVING JOINT SEALANTS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Expansion and contraction joints within cement concrete pavement.
  - 2. Joints between cement concrete and asphalt pavement.
- B. Related Sections include the following:
  - 1. Division 32 Section "Asphalt Paving" for constructing joints between concrete and asphalt pavement.
  - 2. Division 32 Section "Concrete Paving" for constructing joints in concrete pavement.

#### **1.3 SUBMITTALS**

- A. Product Data: For each joint-sealant product indicated.
- B. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- C. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for sealants.

#### **1.4 QUALITY ASSURANCE**

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Use ASTM C 1087 or manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
  2. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
  3. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
  4. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
- D. Product Testing: Obtain test results for "Product Test Reports" Paragraph in "Submittals" Article from a qualified testing agency based on testing of current sealant products within a 36-month period preceding the commencement of the Work.
1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 for testing indicated, as documented according to ASTM E 548.

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

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

## **1.6 PROJECT 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.
  2. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  3. When joint substrates are wet or covered with frost.
  4. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  5. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

## **2.2 MATERIALS, GENERAL**

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

## **2.3 COLD-APPLIED JOINT SEALANTS**

- A. Type NS Silicone Sealant for Concrete: Single-component, low-modulus, neutral-curing, nonsag silicone sealant complying with ASTM D 5893 for Type NS.
- B. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.

## **2.4 HOT-APPLIED JOINT SEALANTS**

- A. Sealant for Asphalt: Single-component formulation complying with ASTM D 3405.

## **2.5 JOINT-SEALANT BACKER MATERIALS**

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.
- D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

## **2.6 PRIMERS**

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

# **PART 3 - EXECUTION**

## **3.1 EXAMINATION**

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

### **3.2 PREPARATION**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.
- 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. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer materials of type indicated to support 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 backer materials.
  - 2. Do not stretch, twist, puncture, or tear backer materials.
  - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses provided for 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 Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below 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 sealants from surfaces adjacent to joint.
  - 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.
- G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

### **3.4 CLEANING**

- A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

### **3.5 PROTECTION**

- A. 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 with repaired areas are indistinguishable from the original work.

**END OF SECTION 321373**

## **SECTION 329200 - TURF AND GRASSES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 REFERENCE SPECIFICATIONS**

- A. Standard Specifications of the Kansas City Metro Chapter of the American Public Works Association, latest edition, form a part of this Section to the extent referred to.

#### **1.3 SUMMARY**

- A. Section Includes:
  - 1. Seeding.
  - 2. Sodding.
- B. Related Sections:
  - 1. Division 31 Section "Site Clearing" for topsoil stripping & stockpiling, clearing & grubbing, and temporary erosion control systems.
  - 2. Division 31 Section "Earth Moving" for excavation, filling and backfilling, and rough grading.

#### **1.4 DEFINITIONS**

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- D. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

#### **1.5 SUBMITTALS**

- A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

- B. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
- C. Qualification Data: For qualified landscape Installer.
- D. Product Certificates: For soil amendments and fertilizers, from manufacturer.

## **1.6 QUALITY ASSURANCE**

- A. Installer Qualifications: A qualified landscape Installer with experience in installing and establishing turf and turf reinforcement mats.

## **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Bulk Materials:
  - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

## **1.8 PROJECT CONDITIONS**

- A. Planting Restrictions: Plant according to the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
  - 1. Seeding:
    - a. Spring Planting: February 1 to April 15.
    - b. Fall Planting: August 15 to October 15.
  - 2. Sod:
    - a. Not in period of drought.
    - b. Not between June 1 to September 1.
    - c. Not on frozen ground.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

## **PART 2 - PRODUCTS**

### **2.1 SEED**

- A. Grass Seed Mix: "Mix #1" seed per the requirements of APWA KC Metro Chapter Specification 2400.

### **2.2 SOD**

- A. Sod: In accordance with the requirements of APWA KC Metro Chapter Specification 2400.

### **2.3 FERTILIZER**

- A. Inorganic, 12-12-12 or 13-13-13, suitable for project requirements.

### **2.4 PLANTING SOILS**

- A. Planting Soil: Existing, native surface topsoil formed under natural conditions with the duff layer retained during excavation process and stockpiled on-site. Verify suitability of native surface topsoil to produce viable planting soil. Clean soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
  - 1. Supplement with additional off-site planting soil when quantities are insufficient.
  - 2. Mix existing, native surface topsoil with soil amendments and fertilizers as required to product viable planting soil.

### **2.5 MULCHES**

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Peat mulch in first paragraph below may be required if seeded turf is subject to hot, dry weather or drying winds within 30 days of planting.
- C. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss, finely divided or of granular texture, and with a pH range of 3.4 to 4.8.
- D. Muck Peat Mulch: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.
- E. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

### **2.6 PESTICIDES**

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.



- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. Establish permanent vegetation in all disturbed areas according to the following:
  - 1. Seed or sod as indicated on the drawings.
  - 2. Sod may be installed in indicated seed area at the Contractor's option or as directed by the Engineer or Owner.

### **3.2 EXAMINATION**

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
  - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
  - 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
  - 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  - 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

### **3.3 GENERAL PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
  - 1. Protect adjacent and adjoining areas from damage.
  - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### 3.4 SEEDING

- A. Apply fertilizer at a rate of 600 pounds per acre (7 pounds per 500 square feet).
- B. Incorporate fertilizer and till seed bed a minimum depth of 2 inches by disking or other acceptable method.
- C. Sow seed with mechanical spreader or drill. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
  - 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- D. Sow seed at a total rate according to APWA KC Metro Chapter Specification Section 2400.
- E. Compact seeded areas immediately following sowing with a roller weighing between 60 and 90 pounds per linear foot.
- F. Install vegetative mulch within 24 hours of seed installation. Spread mulch at a rate of 1.5 tons per acre with a mechanical spreader.
- G. Anchor mulch to soil a minimum of 3 inches deep by use of a heavy disc harrow or similar equipment. Discs of anchoring tools shall be approximately 9 inches apart. Complete anchoring by not more than two passes.
- H. Install turf reinforcement mat on slopes 3H:1V or greater according to the requirements of this section.

### 3.5 SODDING

- A. Apply fertilizer at a rate of 600 pounds per acre (7 pounds per 500 square feet).
- B. Incorporate fertilizer and till seed bed a minimum depth of 2 inches by disking or other acceptable method.
- C. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- D. Lay sod to form a solid mass with tightly fitted joints. Install sod along the contour line. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
- E. Saturate sod with fine water spray within two hours of planting. Sod is to watered daily for 15 days after placement except when thoroughly wetted by rain.

### **3.6 MAINTENANCE**

- A. Contractor is to provide maintenance of all vegetation until Substantial Completion. Following Substantial Completion, all vegetated areas are to be under warranty for a period of one year. Areas where vegetation has not been established shall be replaced.
- B. Maintain and establish vegetation by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable vegetation. Roll, re-grade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
  - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
  - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
  - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet.

### **3.7 SATISFACTORY VEGETATION**

- A. Vegetation installations shall meet the following criteria as determined by Engineer:
  - 1. Satisfactory Areas: A healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

### **3.8 PESTICIDE APPLICATION**

- A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

### **3.9 CLEANUP AND PROTECTION**

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove non-degradable erosion-control measures after grass establishment period.

**END OF SECTION 329200**

**Stormwater Pollution Prevention Plan (SWPPP)**

**For Construction Activities At:**

Crime Lab – Exterior Renovations  
Troop H Headquarters Building  
3525 N. Belt Highway  
St. Joseph, Missouri 64506

**SWPPP Prepared For:**

Facilities Management Design & Construction  
Fred Decker Jr.  
301 W. High Street, Suite 730  
Jefferson City, Missouri 65101  
573-751-8521  
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**SWPPP Prepared By:**

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**SWPPP Preparation Date:**

December 22, 2023

**Estimated Project Dates:**

**Project Start Date:** June 1, 2024

**Project Completion Date:** November 1, 2024

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**SECTION 1: CONTACT INFORMATION/RESPONSIBLE PARTIES**

**1.1 Property Owner / Contractor(s)**

**Property Owner:**

Missouri Highway Patrol  
3525 N. Belt Highway  
St. Joseph, Missouri 64506  
816-387-2345  
EMAIL

**General Contractor:** Attach signed Contractor Certification/Agreement (see Appendix E)

INSERT COMPANY OR ORGANIZATION NAME  
INSERT NAME  
INSERT ADDRESS  
INSERT CITY, STATE, ZIP CODE  
INSERT TELEPHONE NUMBER  
EMAIL

**Subcontractor (s):** Attach signed Contractor Certification/Agreement for each (see Appendix E)

Work Performed	Company Name
Installation of BMPs	
Dirt work	
Utilities	
Plumbing	
Landscaping	
[Repeat as necessary.]	

Note (1): "Subcontractor" refers to any person or company performing work on-site for completion of the project, not just entities under contractual agreement.

Note (2): Only contractors performing activities which could impact stormwater quality (working in the dirt) need to be listed.

Note (3): For each contractor, include a contractor certification/agreement, Appendix E.

**SECTION 2: SITE EVALUATION, ASSESSMENT, AND PLANNING**

**2.1 Discharge Information**

**Names of Receiving Waters**

Outfall #	Name(s) of the first surface water that receives stormwater directly from your site and/or from the MS4 (note: multiple rows provided where your site has more than one point of discharge that flows to different surface waters)
1	1. One Hundred and Two River

**2.2 Nature of the Construction Activity**

**General Description of Project**

Provide a general description of the construction project:  
 Replace existing site paving and site electrical systems.

**Size of Construction Project**

What is the size of the property (in acres), the total area expected to be disturbed by the construction activities (in acres), and the maximum area expected to be disturbed at any one time?

Total area of property: 7.86 acres  
 Total area of disturbance: 2.07 acres  
 Total area to be disturbed at one time: 2.07 acres

**Construction Support Activities**

Will there be any construction support activities for the project (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas)?

YES  NO

Description of construction support activity: N/A  
 Contact name, Telephone number, Email address: N/A  
 Location of construction support activity: N/A

**Borrow/fill sites** (excavated material disposal areas, borrow areas)

Will excess soil be disposed of on-site or off-site? Will any borrow areas be used for fill material?

YES  NO

	Address of borrow site	Address of disposal site	State permit	City permit
If yes,	N/A	N/A	N/A	N/A



**2.3 Sequence and Estimated Dates of Construction Activities**

<b>Phase</b> <i>(Pre-construction, grading, stabilization, etc.)</i>	<b>Construction activities</b> <i>(Mass grading, building construction, utilities, concrete-pouring, landscaping, etc.)</i>	<b>Best Management Practices installed</b> <i>(For BMPs described in Sections 4.1 – 5.7)</i>	<b>Estimated Start &amp; End Dates</b> <i>(To be estimated by engineer.)</i>	<b>Actual Dates</b> <i>(Complete in field.)</i>
<b>Pre-construction</b>	Installation of Erosion Control Devices	Silt Fence	June 1 June 15	START DATE: _____  END DATE: _____
<b>Phase 1</b>	Site Demolition & Removals	Maintain existing devices	June 15 July 1	START DATE: _____  END DATE: _____
<b>Phase 2</b>	Site grading Site paving & curbs	Maintain existing devices	July 1 October 1	START DATE: _____  END DATE: _____
<b>Final Stabilization</b>	Final grading & restoration	Remove devices once all areas are fully stabilized	October 1 November 1	START DATE: _____  END DATE: _____

**2.4 Allowable Non-Stormwater Discharges**

<b>Type of Allowable Non-Stormwater Discharge</b>	<b>Likely to be Present at Your Site?</b>
Fire hydrant flushings	___ YES <u> X </u> NO
Landscape irrigation	<u> X </u> YES ___ NO
Potable water including uncontaminated water line flushings	___ YES <u> X </u> NO
Routine external building wash down	___ YES <u> X </u> NO
Pavement wash waters	<u> X </u> YES ___ NO
Construction dewatering water	___ YES <u> X </u> NO

### **SECTION 3: DOCUMENTATION OF COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS**

#### **3.1 Endangered Species Protection**

Are there any endangered species or critical habitats on or near the project?

YES  NO

If YES, describe the species and/or critical habitat: N/A

If YES, describe steps taken to address the impact of construction: N/A

#### **3.2 Historic Preservation**

Are there any historic sites on or near the construction site?

YES  NO

If YES, describe steps taken to address the impact of construction: N/A

### **SECTION 4: EROSION AND SEDIMENT CONTROLS**

#### **4.1 Natural Buffers**

Will any areas of vegetation, which are not associated with surface water buffers, be preserved during construction?

YES  NO

This project will practice preservation of existing vegetation as a non-structural BMP.

**Are there any surface waters within 25 feet of your project's earth disturbances?**

YES  NO

#### **4.2 Tree and Vegetation Preservation**

Will any trees be preserved during construction?

YES  NO

### **4.3 Perimeter Controls**

#### Best Management Practice #: 1

Description:

- Silt fences will be installed at strategic positions throughout the project per erosion control plans. A sediment fence consists of a geotextile fabric trenched into the ground and fastened to a supporting post framework. Sediment fences cause sediment-laden runoff to pond uphill of the barrier. Sediment is allowed to settle while filtered runoff is allowed to discharge through the geotextile fabric.

Installation:

- Install sediment fences prior to disturbing the upstream area.
- Install sediment fences downstream of small areas that are to be disturbed by construction activities.
- For effective utilization, limit the area served by the sediment fence to approximately ¼ acre per 100 feet of fence. Install sediment fences such that the maximum distance of disturbed area above the fence is limited to 100 feet for upland slopes less than 2 percent, 75 feet for upland slopes between 2 percent and 5 percent, and 50 feet for upland slopes between 5 percent and 10 percent. Do not utilize sediment fences where upland slopes exceed 10 percent.
- Locate sediment fence on relatively level areas. Where there is an upstream slope, locate at least 10 feet downstream of the toe of the slope to provide an area for runoff to pool. Install along areas of consistent elevation where runoff will occur as sheet flow. Avoid installing sediment fences in areas of concentrated runoff.

### **4.4 Sediment Track-Out**

#### Best Management Practice # 1:

Description:

- Construction entrance shall be installed according to provide a buffer area where construction vehicles entering and exiting the construction site can drop mud to avoid transporting it off the construction site and onto public streets. Temporary construction entrances must be used at all locations where construction vehicles enter and exit the construction site. Temporary construction entrances / exits shall consist of an aggregate pad of 2-inch to 3-inch clean washed stone placed to a minimum thickness of 6 inches over a non-woven geotextile fabric placed on prepared subgrade. The width and length of the temporary construction entrance / exit shall be as indicated on the Erosion Control Plan, but in no instance shall it be less than 20 feet in width and 50 feet in length.

Installation:

- Install as the initiation of the project.

### **4.5 Stockpiled Soil and Materials**

#### Best Management Practice # 1

Description:

- Establish a dedicated area on the project. Place soil materials in separate locations from other construction materials.

Installation:

- Install perimeter controls prior to stockpile operations and cover when not in use to prevent wind blown erosion. Trash and other hazardous material will be stored in watertight containers in designated areas.

#### 4.6 Minimize Dust

##### Best Management Practice # 1

Description:

- Water soil surfaces at proper intervals. Avoid soil disturbance in windy conditions. Sweep pavement surfaces.

Installation:

- N/A

#### 4.7 Site Stabilization

##### **Temporary stabilization**

Describe the vegetative and/or non-vegetative practices that will be used to stabilize exposed soils where construction activities have temporarily ceased for more than 14 days.

Stabilization practices selected (select all that apply):

- Seed and Straw
- Hydroseed
- Tackifier / Soil Binder

Description:

- A temporary vegetative cover to provide erosion control in disturbed areas.

Installation:

- Sow temporary seed in all disturbed areas which will not be disturbed again within 14 days. Install straw to minimize erosion.

##### **Final stabilization**

Describe the vegetative and/or non-vegetative practices that will be used to stabilize exposed soils

where construction activities have permanently ceased.

Stabilization practices selected (select all that apply):

- Concrete/asphalt
- Mulch
- Seed and Straw
- Hydroseed
- Sod

Description:

- Permanent seeding will be applied, as needed, immediately following final grading activities. Sodding is the use of a vegetative cover to provide immediate erosion control in disturbed areas. Sodding is used to stabilize erodible areas such as grass-lined channels, storm water detention basins, diversions, swales, slopes, and filter strips. Sodding provides an instant vegetative cover with an established root system.

Installation

- Install accordance to the project specifications.

**SECTION 5: POLLUTION PREVENTION STANDARDS**

**5.1 Potential Sources of Pollution**

Potential sources of sediment to storm water runoff:

- Clearing and grubbing operations
- Grading and site excavation operations
- Vehicle tracking
- Topsoil stripping and stockpiling
- Landscaping operations

Potential pollutants and sources, other than sediment, to storm water runoff:

- Combined Staging Area – small fueling activities, minor equipment maintenance, sanitary facilities, and hazardous waste storage.
- Materials Storage Area – general building materials, solvents, adhesives, paving materials, paints, aggregates, trash, etc.
- Construction Activity – paving, curb/gutter installation, concrete pouring, landscaping materials, etc.
- Concrete Washout Area (if applicable)
- The following is a list of expected products that could be a source of pollution, this is not an exhaustive list:
  - Vehicle fluids such as fuel, oil, grease, and coolants
  - Aggregate base materials
  - Fly ash
  - Joint sealant compound
  - Concrete curing compounds
  - Paint
  - Solvents, thinners, and acids
  - Mortar mixes
  - Landscaping materials
  - Fertilizers, herbicides, and pesticides
  - Treated lumber
  - Asphalt materials
  - Waste, debris, and general litter

**5.2 Spill Prevention and Response**

**Spill Prevention and Control**

- Keep a spill kit on-site with equipment necessary for spill clean-up. Equipment and materials include, but are not limited to: brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sawdust, and trash containers.
- Location of your site's spill kit: TBD

### **Hazardous substances and oil spill reporting**

Petroleum products spilled should be immediately cleaned up and disposed of properly. Any such spills or petroleum or other chemicals are to be reported as soon as possible to the Missouri Department of Natural Resources. Call the Southwest Regional Office at (417) 891-4300 or the Department's 24-hour Environmental Emergency Response number at (573) 634-2436.

In Missouri, state law requires the responsible party to report petroleum product releases greater than 50 gallons to the Missouri Department of Natural Resources at the earliest practical moment after discovery. If the release is from an underground storage tank, or UST, or piping, the reportable quantity is 25 gallons or more. Reports are also required for above ground storage tanks, or AST, that have released 50 gallons or greater. Further, federal law requires the responsible party to report any release of oil if the oil reaches or threatens any waterway.

### **5.3 Fueling and Maintenance of Equipment or Vehicles**

#### **Best Management Practice #1**

Description:

- No fueling, servicing, maintenance or repair of equipment or machinery should be done within 100 feet of a stream, or within 150 feet of a classified stream, losing stream, or sinkhole. Tarps or drop cloths and drip pads should be used when servicing, repairing, or performing maintenance on construction equipment in the field. When work is complete, the contaminated materials should be disposed of appropriately.

### **5.4 Storage, Handling, and Disposal of Construction Products, Materials, and Wastes**

**Contractor is responsible for listing materials in the following sections:**

#### **5.4.1 Pesticides, Herbicides, Insecticides, Fertilizers, and Landscape Materials**

- List materials on-site:  
\_\_\_\_\_
- Exposure of these chemicals to precipitation and stormwater on-site should be minimized.

#### **5.4.2 Diesel Fuel, Oil, Hydraulic Fluids, Other Petroleum Products, and Other Chemicals**

- List materials on-site:  
\_\_\_\_\_
- Fuel, oil, and other petroleum products should not be stored below the ordinary high water mark at any time or in the adjacent floodway beyond normal working hours. All fueling facilities present on the site shall adhere to applicable federal and state regulations concerning underground storage, above ground storage, and dispensers. All fuel, oil, and other fluids exposed to precipitation shall be stored in watertight, structurally sound, closed containers. Minimize the discharge of fluids from spills and leaks by implementing chemical spill and leak prevention and response procedures, including, but not limited to, installation of containment berms and use of drip pans. Machinery should be kept out of the waterway as much as possible.

#### **5.4.3 Hazardous or Toxic Waste**

- List materials on-site:

*Examples include: paints, solvents, petroleum-based products, wood preservatives, additives, curing compounds, acids, etc.*

- Hazardous wastes shall be Missouri Hazardous Waste Laws and Regulations. Post guidelines for proper handling, storage and disposal of materials, and emergency spill cleanup on site. An accurate, up-to-date inventory of materials delivered and stored on-site should be kept. Retain original labels and material safety data sheets. All paint, solvents, petroleum products, petroleum waste products and storage containers such as drums, cans, or cartons shall be stored using best management practices. Materials exposed to precipitation shall be stored in watertight, structurally sound, closed containers with proper labels. Store bagged and boxed materials on pallets. Cover bagged and boxed materials during non-working days and prior to rain events. Incompatible materials, such as ammonia and chlorine, must not be stored in the same temporary containment facility. Containers for proper disposal of waste paints, solvents, and cleaning compounds shall be provided. All hazardous wastes that are transported, stored, or used for maintenance, cleaning, or repair shall be managed according to the provisions of the Missouri Hazardous Waste Laws and Regulations. For guidance, contact 1-800-361-4827.

#### **5.4.4 Construction and Domestic Waste**

- Trash dumpster
- *Examples include: packaging materials, scrap construction materials, masonry products, timber, pipe, and electrical cuttings, plastics, Styrofoam, concrete, and other trash or building materials.)*
- Place waste receptacles (empty on a regular basis) near area of work. Storage and collection areas shall be located onsite in an area that does not receive a substantial amount of runoff from upland areas and does not drain directly to the City's stormwater system or a natural waterway.

#### **5.4.5 Sanitary Waste**

- Porta-potty
- Provide sufficient temporary toilet facilities to serve the number of workers on the site. Do not place temporary sanitary facilities on top of storm inlets or near waterways. Avoid locating sanitary facilities on impervious surfaces.

## **SECTION 6: INSPECTION AND CORRECTIVE ACTION**

### **6.1 Inspection Personnel and Procedures**

#### **Designated Inspector:**

This person will conduct inspections once a week and within 48 hours of stormwater events which causes runoff on-site.

Insert name

here: \_\_\_\_\_

Phone Number:

\_\_\_\_\_

Email:

\_\_\_\_\_

#### **Inspection Schedule**

Inspections will be done at least once per seven calendar days. If a rainfall causes stormwater runoff to occur on-site, the BMPs must be inspected within a reasonable time period after the rainfall event has ceased. These inspections must occur within 48 hours after the rain event has ceased during a normal work day and within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday. Areas on-site that have been finally stabilized must be inspected at least once per month.

Rain Gauge Location (if applicable)

#### **Inspection Report Forms**

Insert a copy of the inspection report form in Appendix D.



## 6.2 Corrective Action

Personnel Responsible for Corrective Actions

Insert name here: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Corrective Action Schedule

Any structural or maintenance problems shall be noted in an inspection report and corrected within seven calendar days of the inspection. If weather conditions prevent correction of BMPs within 7 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 7 day time period. The documentation must be filed with the regular inspection reports, and the problem shall be corrected as soon as weather conditions allow.

## 6.3 Delegation of Authority

**Duly Authorized Representative(s) or Position(s):**

Insert name here: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## SECTION 7: TRAINING

**Table 7-1: Documentation for Completion of Training**

Name	Training Completed

**SECTION 8: CERTIFICATION AND NOTIFICATION**

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 assure that qualified personnel properly gathered and evaluated 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.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**SECTION 9: SWPPP APPENDICES**

Attach the following documentation to the SWPPP:

***Appendix A –General Location Map***

***Appendix B - Erosion and Sediment Control Site Plan***

***Appendix C – Copy of Missouri State Operating Permit MORA00000***

***Appendix D – Inspection Form***

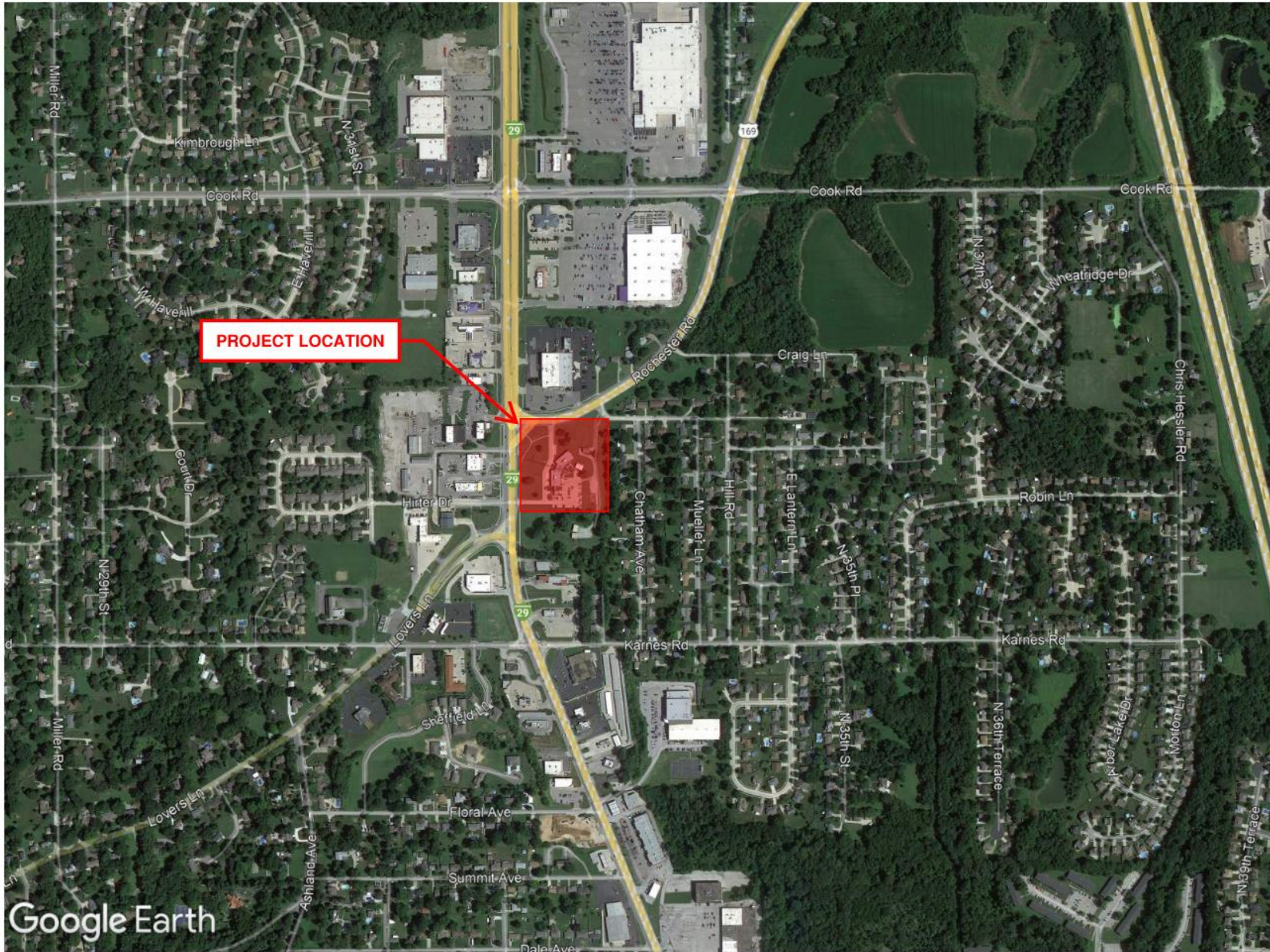
***Appendix E – Site Plan Amendment Log***

***Appendix F – Contractor Certifications/Agreements***

***Appendix G – Grading and Stabilization Activities Log***

***Appendix H – Delegation of Authority***

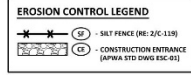
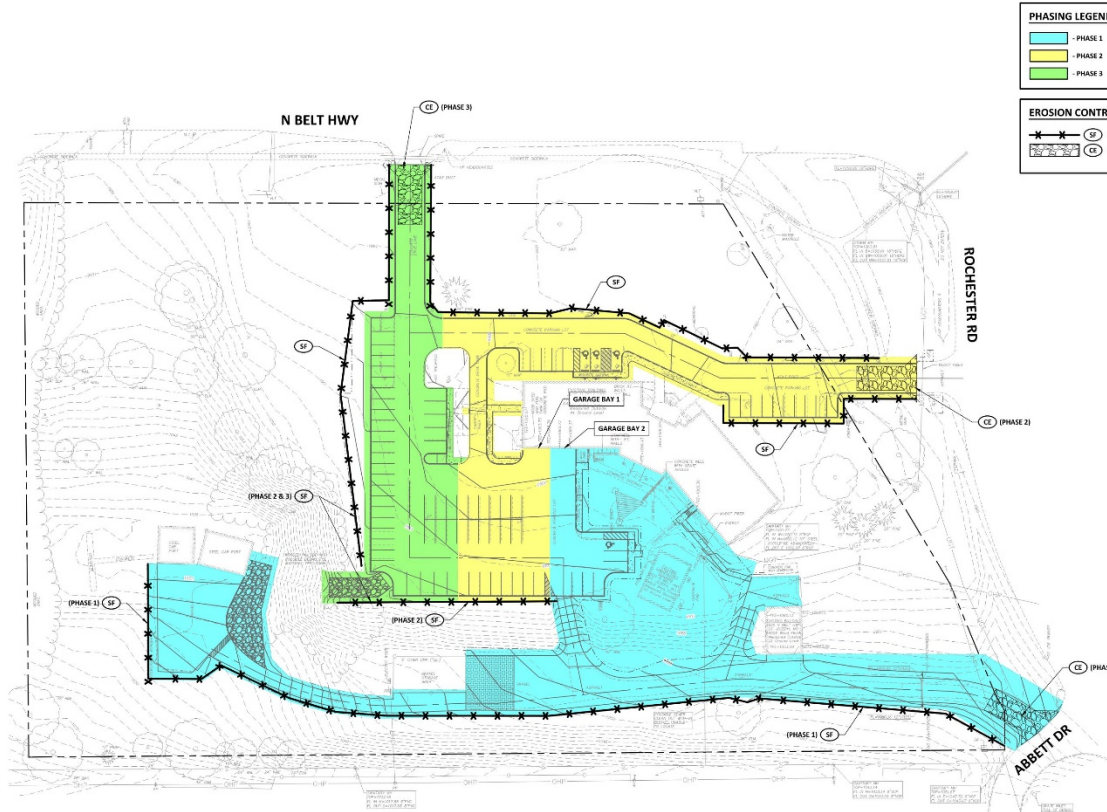
**Appendix A – General Location Map**



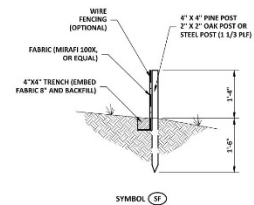
**Appendix B – Sediment and Erosion Control Site Plan(s)**



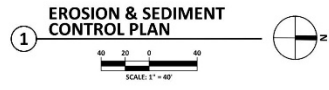
Appendix A - Stormwater Pollution Prevention Plan (SWPPP)  
 Crime Lab – Exterior Renovations Troop H Headquarters Building



- EROSION CONTROL SYSTEM NOTES:**
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING BERMS, SILT FENCES, OR OTHER MEANS TO PREVENT EROSION FROM REACHING ADJACENT PROPERTY.
  - EROSION CONTROL FEATURES SHOWN ARE THE MINIMUM REQUIREMENTS ACCEPTABLE. REAR ADDITIONAL EROSION CONTROL DEVICES AS RUNOFF AND DRAINAGE PATTERNS CHANGE DURING CONSTRUCTION TO PREVENT LOSS OF SOIL FROM THE SITE.
  - MINIMIZE THE AMOUNT OF SURFACE AREA EXPOSED TO THE EXTENT PRACTICABLE.
  - LEAVE GRADED AREAS WITH A ROUGH TEXTURE TO PROMOTE INFILTRATION.
  - LIMIT UNNECESSARY TRAFFIC ON GRADED AREAS.
  - INSTALL APPROVED SILT BARRIERS ON DOWNSTREAM SLOPES FOR THE EXTENT OF THE CONSTRUCTION LIMITS PRIOR TO BEGINNING ANY GRADING OPERATIONS.
  - SILT FENCES:
    - INSTALL SILT FENCES AT LOCATIONS SHOWN GENERALLY ALONG THE CONTOUR OF DOWNSTREAM SLOPES.
    - INSTALL POSTS ANCHLING SLOTTED UPSTREAM. SPACE POSTS TO FULLY SUPPORT FABRIC, UNDER SILT AND WATER FLOW LOADS.
    - EXCAVATE 4 INCH BY 4 INCH TRENCH ON UPSTREAM SIDE, EMBED FABRIC 6 INCHES, BACKFILL TRENCH AND COMPACT.
    - FASTEN FABRIC (AND WIRE FENCE, IF USED) SECURELY TO POSTS.
  - CONTRACTOR SHALL DESIGNATE, INSTALL, A CONSTRUCTION ENTRANCE JUST FROM THE SITE UTILIZING A SURFACE MATERIAL THAT DOES NOT TRACK ONTO ADJACENT HIGHWAYS. EXIT SHALL BE OF SUFFICIENT LENGTH TO ALLOW ACCUMULATED MUD TO DROP FROM THE EXISTING VEHICLES PRIOR TO LEAVING SITE PERMITTED. INSUFFICIENT LENGTHS WILL REQUIRE ALTERNATIVE MANAGEMENT PLANS TO AVOID TRACKING MATERIALS FROM THE CONSTRUCTION BOUNDARY. AN ON-SITE CONCRETE WASHWY SHALL BE INSTALLED PER APWA STD DWG ESC-01. COORDINATE WITH OWNER AND ENGINEER ON LOCATION.
  - MAINTAIN EROSION CONTROL DEVICES IN GOOD CONDITION AT ALL TIMES. INSPECT FREQUENTLY MINIMUM ONCE PER WEEK AND AFTER EACH RAINFALL. WRITTEN DOCUMENTATION OF INSPECTION REPORTS AND MAINTENANCE IS REQUIRED AND SHALL BE KEPT ON CONSTRUCTION SITE FOR REVIEW BY GOVERNING AUTHORITIES.
  - REDISTRIBUTE ACCUMULATED SEDIMENT UPSTREAM OF DEVICES.
  - REMOVE EROSION CONTROL DEVICES WHEN NO LONGER NEEDED.
  - PROPERLY DISPOSE OF SOLID WASTE, PAINTS, SOLVENTS, CLEANING COMPOUNDS, ETC.
  - STORE CONSTRUCTION MATERIALS AWAY FROM LOW AREAS AND DRAINAGEWAYS.
  - PROVIDE PORTABLE TOILETS AND PROPERLY DISPOSE OF SANITARY SEWAGE.
  - CONSTRUCT CONTAINMENT BERMS AND USE DRIP PANS AT FUEL AND LIQUID STORAGE TANKS.
  - IN THE EVENT THE PREVENTION MEASURES ARE NOT EFFECTIVE, THE CONTRACTOR SHALL REMOVE ANY EROSION DEBRIS AND RESTORE ADJACENT PROPERTY AND/OR THE RIGHT OF WAY TO ORIGINAL OR BETTER CONDITION.
  - CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS FOR PERMANENT VEGETATION.
    - SEEDING:
      - APPLY FERTILIZER AT A RATE OF 600 POUNDS PER ACRE (7 POUNDS PER 500 SQUARE FEET).
      - SOW SEED WITH MECHANICAL SPREADER OR DRILL.
      - SOW SEED AT A TOTAL RATE ACCORDING TO APWA KIC METRO CHAPTER SPECIFICATION SECTION 2400.
      - COMPACT SEEDING AREAS IMMEDIATELY FOLLOWING SOWING WITH A ROLLER WEIGHING BETWEEN 60 AND 90 POUNDS PER LINEAR FOOT.
    - INSTALL VEGETATIVE MULCH WITHIN 24 HOURS OF SEED INSTALLATION.
    - ANCHOR MULCH TO SOIL A MINIMUM OF 3 INCHES DEEP BY USE OF A HEAVY DISC HARBOR OR SIMILAR EQUIPMENT. COMPLETE ANCHORING BY NOT MORE THAN 2 PASSES.
  - CONTRACTOR SHALL MAINTAIN VEGETATION UNTIL SUBSTANTIAL COMPLETION. FOLLOWING SUBSTANTIAL COMPLETION ALL VEGETATED AREAS ARE TO BE UNDER WARRANTY FOR A PERIOD OF ONE YEAR. AREAS WHERE VEGETATION HAS NOT BEEN ESTABLISHED SHALL BE REPLACED.



- NOTES:**
- SECURELY FASTEN FABRIC AND WIRE FENCING (IF USED) TO POSTS.
  - SPACE POSTS TO FULLY SUPPORT FABRIC CONSIDERING LOADING FACTORS OF WATER RUNOFF WITH ACCUMULATED SILT.
- 2 SLIT FENCE**  
 3/4" x 1'-0"



STATE OF MISSOURI  
 MICHAEL L. PARSONS,  
 GOVERNOR



816.761.2100

OFFICE OF ADMINISTRATION  
 DIVISION OF FACILITIES  
 MANAGEMENT,  
 DESIGN AND CONSTRUCTION

MISSOURI STATE HIGHWAY  
 PATROL

CRIME LAB - EXTERIOR  
 RENOVATIONS  
 TROOP H HEADQUARTERS  
 BUILDING

ST. JOSEPH, MISSOURI

PROJECT # R-2338-01  
 SITE # 6009  
 FACILITY # 8136009002 &  
 8136009003

REVISION:	DATE:
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REVISION:	DATE:
REVISION:	DATE:

ISSUE DATE: \_\_\_\_\_

CADD DWG FILE: \_\_\_\_\_  
 DRAWN BY: DMB  
 CHECKED BY: JMB  
 DESIGNED BY: TJ

SHEET TITLE:  
**EROSION &  
 SEDIMENT  
 CONTROL PLAN**

SHEET NUMBER:  
**C-119**

21 OF 34 SHEETS  
 03/28/2024

**Appendix C – Copy of Missouri State Operating Permit**





Michael L. Parson  
Governor

Dru Buntin  
Director

August 1, 2022

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

Dear Permittee:

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

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

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

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

If you were adversely affected by this decision, you may be entitled to an appeal before the Administrative Hearing Commission (AHC) pursuant to 10 CSR 20-1.020 and 10 CSR 20-6.020; RSMo Section 621.250, 640.013, and 644.051.6. To appeal, you must file a petition with the AHC within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the AHC. Contact information for the AHC is: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102, phone: (573) 751-2422, fax: (573) 751-5018; website: <http://ahc.mo.gov/>.



Office of Administration  
Page Two

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

Sincerely,

WATER PROTECTION PROGRAM

A handwritten signature in cursive script that reads "Chris Wieberg".

Chris Wieberg  
Director

CW/qs

Enclosure

STATE OF MISSOURI  
DEPARTMENT OF NATURAL RESOURCES  
MISSOURI CLEAN WATER COMMISSION



MISSOURI STATE OPERATING PERMIT

General Operating Permit

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

Permit No MOR100038  
Owner: OA-Facilities Mgmt, Design, and Construc  
Address: 301 West High Street, Hst Rm 370  
Jefferson City, MO 65101  
  
Continuing Authority: OA Facilities Mgmt Design Construction  
301 West High St.  
HST SOB Rm 730  
Jefferson City, MO 65102  
  
Facility Name: Office of Administration  
Facility Address: OA-FMDC, PO Box 809 301 W High street  
JEFFERSON CITY, MO 65102  
  
Legal Description: Land Grant 02681, Cole County  
UTM Coordinates: 571840.000/4270368.000  
Receiving Stream: Tributary to Wears Creek (U)  
First Classified Stream - ID#: 100K Extent-Remaining Streams (C) 3960.00  
USGS# and Sub Watershed#: 10300102 - 1304

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

**FACILITY DESCRIPTION** All Outfalls SIC #1629  
All Outfalls - Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling and other activity that results in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution of waters of the state)  
Issued to a city, county, state or federal agency, other governmental jurisdiction, or other private area-wide projects as determined by the Department on a case-by-case basis

This permit authorizes only wastewater, including storm water, discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System, it does not apply to other regulated areas. This permit may be appealed in accordance with RSMo Section 644.051.6 and 621.250, 10 CSR 20-6.020, and 10 CSR 20-1.020.

August 01, 2022  
Issue Date

Chris Wieberg, Director  
Water Protection Program

July 04, 2027  
Expiration Date

## **I. APPLICABILITY**

### **A. Permit Coverage and Authorized Discharges**

1. This Missouri State Operating Permit (permit) authorizes the discharge of stormwater and certain non-stormwater discharges from land disturbance sites that disturb one or more acres, or disturb less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project.

A Missouri State Operating Permit must be issued before any site vegetation is removed or the site disturbed. Any site owner/operator subject to these requirements for stormwater discharges and who disturbs land prior to permit issuance from the Missouri Department of Natural Resources (Department) is in violation of both State regulations per 10 CSR 20-6.200(1)(A) and Federal regulations per 40 CFR 122.26. The owner/operator of this permit is responsible for compliance with this permit [10 CSR 20-6.200 (3)(B)].

2. This general permit is issued to a city, county, state or federal agency, other governmental jurisdiction, or other private area-wide projects as determined by the Department on a case-by-case basis, for land disturbance projects performed by or under contract to the permittee.
3. This permit authorizes stormwater discharges from land disturbance support activities (e.g., equipment staging yards, material storage areas, excavated material disposal areas, borrow areas, concrete, or asphalt batch plants) provided appropriate stormwater controls are designed, installed, and maintained and the following conditions are met and addressed in the Stormwater Pollution Prevention Plan (SWPPP). The permittee is responsible for compliance with this permit for any stormwater discharges from construction support activity.
  - (a) The support activity is directly related to the construction site required to have permit coverage for stormwater discharges;
  - (b) The support activity is not a commercial operation or serve multiple unrelated construction sites;
  - (c) The support activity does not continue to operate beyond the completion of the construction activity at the project it supports;
  - (d) Sediment and erosion controls are implemented in accordance with the conditions of this permit; and
  - (e) The support activity is strictly stormwater discharges or non-stormwater discharges listed in PART I, APPLICABILITY, Condition A.4. Support activities which discharge process water shall apply for separate coverage (e.g., a concrete batch plant discharging process water shall be covered under a MOG49).
4. This permit authorizes non-stormwater discharges associated with your construction activity from the following activities provided that these discharges are treated by appropriate Best Management Practices (BMPs) where applicable and addressed in the permittee's site specific SWPPP required by this general permit:
  - (a) Discharges from emergency fire-fighting activities;
  - (b) Hydrant flushing and water line flushing, provided the discharged water is managed to avoid instream water quality impacts;
  - (c) Landscape watering, including to establish vegetation;
  - (d) Water used to control dust;
  - (e) Waters used to rinse vehicles and equipment, provided there is no discharge of soaps, solvents, or detergents used for such purposes;
  - (f) External building washdown, provided soaps, solvents, and detergents are not used, and external surfaces do not contain hazardous substances (e.g., paint or caulk containing polychlorinated biphenyls (PCBs))
  - (g) Pavement wash waters, provided spills or leaks of toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used. Directing pavement wash waters directly into any water of the state, storm drain inlet, or stormwater conveyance (constructed or natural site drainage features), unless the conveyance is connected to an effective control, is prohibited;
  - (h) Uncontaminated air conditioning or compressor condensate;
  - (i) Uncontaminated, non-turbid discharges of ground water or spring water;
  - (j) Foundation or footing drains where flows are not contaminated with process materials; and
  - (k) Uncontaminated construction dewatering water discharged in accordance with requirements found in this permit for specific dewatering activities.

**B. Permit Restrictions and Limitations**

1. This permit does not authorize the discharge of process wastewaters, treated or otherwise.
2. For sites operating within the watershed of any Outstanding National Resource Water (which includes the Ozark National Riverways and the National Wild and Scenic Rivers System), sites that discharge to an Outstanding State Resource Water, or facilities located within the watershed of an impaired water as designated in the Clean Water Act (CWA) Section 303(d) list with an impairment for sedimentation/siltation:
  - (a) This permit authorizes stormwater discharge provided no degradation of water quality occurs due to discharges from the permitted facility per 10 CSR 20-7.031(3)(C).
  - (b) A site with a discharge found to be causing degradation or contributing to an impairment by discharging a pollutant of concern, during an inspection or through complaint investigations, may be required to become a no discharge facility or obtain a site-specific permit with more stringent monitoring and SWPPP requirements.
3. This permit does not allow placement of fill material into any stream or wetland, alteration of a stream channel, or obstruction of stream flow unless the appropriate CWA Section 404 permitting authority provides approval for such actions or determines such actions are exempt from Section 404 jurisdiction. Additionally, this permit does not authorize placement of fill in floodplains unless approved or determined exempt by appropriate federal and/or state floodplain development authorities.
4. This operating permit does not affect, remove, or replace any requirement of the National Environmental Policy Act; the Endangered Species Act; the National Historic Preservation Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; or any other relevant acts. Determination of applicability to the above mentioned acts is the responsibility of the permittee. Additionally, this permit does not establish terms and conditions for runoff resulting from silvicultural activities listed in Section 402(1)(3)(a) of the Clean Water Act.
5. Compliance with all requirements in this permit does not supersede any requirement for obtaining project approval from an established local authority nor remove liability for compliance with county and other local ordinances.
6. The Department may require any facility or site authorized by a general permit to apply for a site-specific permit [10 CSR 20-6.010(13)(C)].
7. If a facility or site covered under a current general permit desires to apply for a site-specific permit, the facility or site may do so by contacting the Department for application requirements and procedures.
8. Any discharges not expressly authorized in this permit and not clearly disclosed in the permit application cannot become authorized or shielded from liability under CWA section 402(k) or Section 644.051.16, RSMo, by disclosure to EPA, state, or local authorities after issuance of this permit via any means, including any other permit applications, funding applications, the SWPPP, discharge monitoring reporting, or during an inspection. Discharges at the facility not expressly authorized by this permit must be covered by another permit, be exempt from permitting, or be authorized through some other method.

**II. EXEMPTIONS FROM PERMIT REQUIREMENTS**

1. Sites that discharge all stormwater runoff directly to a combined sewer system (as defined in 40 CFR 122.26 and 40 CFR 35.2005) connecting to a publicly owned treatment works which has consented to receive such a discharge are exempt from Department stormwater permit requirements.
2. Land disturbance activities that disturb less than one (1) acre of total land area which are not part of a common plan or sale where water quality standards are not exceeded are exempt from Department stormwater permit requirements.



3. Oil and gas related activities as listed in 40 CFR 122.26(a)(2)(ii) where water quality standards are not exceeded are exempt from Department stormwater permit requirements.
4. Linear, strip, or ribbon construction or maintenance operations meeting one (1) of the following criteria are exempt from Department stormwater permit requirements:
  - (a) Grading of existing dirt or gravel roads which does not increase the runoff coefficient and the addition of an impermeable surface over an existing dirt or gravel road;
  - (b) Cleaning or routine maintenance of roadside ditches, sewers, waterlines, pipelines, utility lines, or similar facilities;
  - (c) Trenches two (2) feet in width or less; or
  - (d) Emergency repair or replacement of existing facilities as long as BMPs are employed during the emergency repair.

### **III. REQUIREMENTS**

1. The permittee shall post a public notification sign at the main entrance to the site, or a publically visible location, with the specific MOR100 permit number. The public notification sign must be visible from the public road that provides access to the site's main entrance. An alternate location is acceptable provided the public can see it and it is noted in the SWPPP. The public notification sign must remain posted at the site until the site is finalized.
2. The permittee shall be responsible for notifying the land owner and each contractor or entity (including utility crews and city employees or their agents) who will perform work at the site of the existence of the SWPPP and what actions or precautions shall be taken while on site to minimize the potential for erosion and the potential for damaging any BMP. The permittee is responsible for any damage a subcontractor may do to established BMPs and any subsequent water quality violation resulting from the damage.
3. Ensure the design, installation, and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to:
  - (a) Control stormwater volume, velocity, and peak flow rates to minimize soil erosion;
  - (b) Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion and scour;
  - (c) Minimize the amount of exposed soil during construction activity;
  - (d) Minimize the disturbance of steep slopes;
  - (e) Minimize sediment discharges from the site. Address factors such as:
    - 1) The amount, frequency, intensity, and duration of precipitation;
    - 2) The nature of resulting stormwater runoff;
    - 3) Expected flow from impervious surfaces, slopes, and drainage features; and
    - 4) Soil characteristics, including the range of soil particle size expected to be present on the site.
  - (f) Provide and maintain natural buffers around surface waters as detailed in Part V. BMP REQUIREMENTS Condition 7, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration and filtering, unless infeasible; and
  - (g) Minimize soil compaction and preserve topsoil where practicable.

A 2-year, 24-hour storm event can be determined for the project location using the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 which can be located at [https://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html](https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html), or the permittee can determine local rainfall distribution for a 2-year, 24 hours storm event using multi-decade local high density rain gauge data, as approved by the Department.

4. BMPs for land disturbance [10 CSR 20-6.200(1)(D)2] are a schedule of activities, practices, or procedures that reduces the amount of soil available for transport or a device that reduces the amount of suspended solids in runoff before discharge to waters of the state. The term BMPs are also used to describe the sediment and erosion controls and other activities used to prevent stormwater pollution. BMPs are divided into two main categories: structural or non-structural; and they are also classified as temporary or permanent. Temporary BMPs may be added and removed as necessary with updates to the SWPPP as specified in the requirements below.

5. Installation of BMPs necessary to prevent soil erosion and sedimentation at the downgradient project boundary (e.g. buffers, perimeter controls, exit point controls, storm drain inlet protection) must be complete prior to the start of all phases of construction. By the time construction activity in any given portion of the site begins, downgradient BMPs must be installed and operational to control discharges from the initial site clearing, grading, excavating, and other earth-disturbing activities. Additional BMPs shall be installed as necessary throughout the life of the project.
6. All BMPs shall be maintained and remain in effective operating condition during the entire duration of the project, with repairs made within the timeframes specified elsewhere in this permit, until final stabilization has been achieved.
  - (a) Ensure BMPs are protected from activities that would reduce their effectiveness.
  - (b) Remove any sediment per the BMP manufacturer's instructions or before it has accumulated to one-half of the above-ground height of any BMP that collects sediment (i.e., silt fences, sediment traps, etc.)
  - (c) The project is considered to achieve final stabilization when Part V. BMP REQUIREMENTS, Condition 13 is met.
7. Minimize sediment trackout from the site and sediment transport onto roadways.
  - (a) Restrict vehicle traffic to designated exit points.
  - (b) Use appropriate stabilization techniques or BMPs at all points that exit onto paved roads or areas outside of the site.
  - (c) Use additional controls or BMPs to remove sediment from vehicle and equipment tires prior to exit from facility where necessary.
  - (d) Any sediment or debris that is tracked out past the exit pad or is deposited on a roadway after a precipitation event shall be removed by the shorter of either the same business day (for business days only), or by the end of the next business day if track-out occurs on a non-business day, and before predicted rain events. Remove the track-out sediment by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal. Sediment or debris tracked out on pavement or other impervious surfaces shall not be disposed of into any stormwater conveyance, storm drain inlet, or water of the state.
  - (e) Stormwater inlets susceptible to receiving sediment or other pollutants from the permitted land disturbance site shall have curb inlet protection. This may include inlets off the active area where track out from vehicles and equipment could impact the stormwater runoff to those inlets.
8. Concrete washout facilities shall be used to contain concrete waste from the activities onsite, unless the washout of trucks and equipment is managed properly at an off-site location. The washout facility shall be managed to prevent solid and/or liquid waste from entering waters of the state by the following:
  - (a) Direct the wash water into leak-proof containers or pits designed so that no overflows can occur due to inadequate sizing or precipitation;
  - (b) Locate washout activities away from waters of the state, stormwater inlets, and/or stormwater conveyances where practicable. If not practicable, use BMPs to reduce risk of waste leaving the washout facility;
  - (c) Washout facilities shall be cleaned, or new facilities must be constructed and ready for use, once the washout is 75% full;
  - (d) Designate the washout area(s) and conduct such activities only in these areas.
  - (e) Ensure contractors are aware of the location, such as by marking the area(s) on the map or signage visible to the truck and/or equipment operators.
9. Good housekeeping practices shall be maintained at all times to keep waste from entering waters of the state.
  - (a) Provide solid and hazardous waste management practices, including providing trash containers, regular site cleanup for proper disposal of solid waste such as scrap building material, product/material shipping waste, food/beverage containers, spent structural BMPs;
  - (b) Provide containers and methods for proper disposal of waste paints, solvents, and cleaning compounds.
  - (c) Manage sanitary waste. Portable toilets shall be positioned so that they are secure and will not be tipped or knocked over and so that they are located away from waters of the state and stormwater inlets and stormwater conveyances.
  - (d) Ensure the storage of construction materials be kept away from drainage courses, stormwater conveyances, storm drain inlets, and low areas.

10. All fueling facilities present shall at all times adhere to applicable federal and state regulations concerning underground storage, above ground storage, and dispensers.
11. Any hazardous wastes that are generated onsite shall be managed, stored, and transported according to the provisions of the Missouri Hazardous Waste Laws and Regulations.
12. Store all paints, solvents, petroleum products, petroleum waste products, and storage containers (such as drums, cans, or cartons) so they are not exposed to stormwater or provide other prescribed BMPs (such as plastic lids and/or portable spill pans) to prevent the commingling of stormwater with container contents. Commingled water may not be discharged under this permit. Provide spill prevention, control, and countermeasures to contain the spill. Any containment system used to implement this requirement shall be constructed of materials compatible with the substances contained and shall prevent the contamination of groundwater.
13. Implement measures intended to prevent the spillage or loss of fluids, oil, grease, fuel, etc. from vehicles and equipment to thereby prevent the contamination of stormwater from these substances. This may include prevention measures such as, but not limited to, utilizing drip pans under vehicles and equipment stored outdoors, covering fueling areas, using dry clean-up methods, use of absorbents, and cleaning pavement surfaces to remove oil and grease.
14. Spills, Overflows, and Other Unauthorized Discharges.
  - (a) Any spill, overflow, or other discharge not specifically authorized in the permit above are unauthorized.
  - (b) Should an unauthorized discharge cause or permit any contaminants, other than sediment, or hazardous substance to discharge or enter waters of the state, the unauthorized discharge must be reported to the regional office as soon as practicable but no more than 24 hours after the discovery of the discharge. If the spill or overflow needs to be reported after normal business hours or on the weekend, the facility must call the Department's Environmental Emergency Response hotline at (573) 634-2436. Leaving a message on a Department staff member voice-mail does not satisfy this reporting requirement.
  - (c) A record of all spills shall be retained with the SWPPP and made available to the Department upon request.
  - (d) Other spills not reaching waters of the state must be cleaned up as soon as possible to prevent entrainment in stormwater but are not required to be reported to the Department.
15. The full implementation of this operating permit shall constitute compliance with all applicable federal and state statutes and regulations in accordance with RSMo 644.051.16 and the CWA §402(k); however, this permit may be reopened and modified or alternatively revoked and reissued to comply with any applicable effluent standard or limitation issued or approved under Clean Water Act §§ 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) if the effluent standard or limitation so issued or approved contains different conditions or is otherwise more stringent than any effluent limitation in the permit or controls any pollutant not limited in the permit. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, termination, notice of planned changes, or anticipated non-compliance does not stay any permit condition.

#### **IV. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MANAGEMENT REQUIREMENTS**

1. The primary requirement of this permit is the development and implementation of a SWPPP which incorporates site specific practices to best minimize the soil exposure, soil erosion, and the discharge of pollutants, including solids for each site covered under this permit.

The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of BMPs in order to prevent sediment and other pollutants in stormwater discharges associated with the land disturbance activities [40 CFR 122.44 (k)(4)] from entering waters of the state above established general and narrative criteria; compliance with Missouri Water Quality Standards; and compliance with the terms and conditions of this general permit.

- (a) **The SWPPP must be developed and implemented prior to conducting any land disturbance activities and must be specific to the land disturbance activities at the site.**
- (b) The permittee shall fully implement the provisions of the SWPPP required under this permit as a condition of this general permit throughout the term of the land disturbance project. Failure to develop, implement, and maintain a SWPPP may lead to immediate enforcement action.



- (c) The SWPPP shall be updated any time site conditions warrant adjustments to the project or BMPs.
  - (d) Either an electronic copy or a paper copy of the SWPPP, and any required reports, must be accessible to anyone on site at all times when land disturbance operations are in process or other operational activities that may affect the maintenance or integrity of the BMP structures and made available as specified under Part VIII. STANDARD PERMIT CONDITIONS, Condition 1 of this permit. The SWPPP shall be readily available upon request and should not be sent to the Department unless specifically requested
2. Failure to implement and maintain the BMPs chosen, which can be revised and updated, is a permit violation. The chosen BMPs will be the most reasonable and cost effective while also ensuring the highest quality water discharged attainable for the facility. Facilities with established SWPPPs and BMPs shall evaluate BMPs on a regular basis and change the BMPs as needed if there are BMP deficiencies.
  3. The SWPPP must:
    - (a) List and describe the location of all outfalls;
    - (b) List any allowable non-stormwater discharges occurring on site and where these discharges occur;
    - (c) Incorporate required practices identified below;
    - (d) Incorporate sediment and erosion control practices specific to site conditions;
    - (e) Discuss whether or not a 404 Permit is required for the project; and
    - (f) Name the person(s) responsible for inspection, operation, and maintenance of BMPs. The SWPPP shall list the names and describe the role of all owners/primary operators (such as general contractor, project manager) responsible for environmental or sediment and erosion control at the land disturbance site.
  4. The SWPPP briefly must describe the nature of the land disturbance activity, including:
    - (a) The function of the project (e.g., low density residential, shopping mall, highway, etc.);
    - (b) The intended sequence and timing of activities that disturb the soils at the site; and
    - (c) Estimates of the total area expected to be disturbed by excavation, grading, or other land disturbance support activities including off-site borrow and fill areas;
  5. In order to identify the site, the SWPPP shall include site information including size in acres. The SWPPP shall have sufficient information to be of practical use to contractors and site construction workers to guide the installation and maintenance of BMPs.
  6. The function of the SWPPP and the BMPs listed therein is to prevent or minimize pollution to waters of the state. A deficiency of a BMP means it was not effective in preventing or minimizing pollution of waters of the state.

The permittee shall select, install, use, operate and maintain appropriate BMPs for the permitted site. The following manuals are acceptable resources for the selection of appropriate BMPs.

*Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the United States Environmental Protection Agency (USEPA) in May 2007. This manual as well as other information, including examples of construction SWPPPs, is available at the USEPA internet site at [https://www.epa.gov/sites/production/files/2015-10/documents/sw\\_swppp\\_guide.pdf](https://www.epa.gov/sites/production/files/2015-10/documents/sw_swppp_guide.pdf); and <https://www.epa.gov/npdes/developing-stormwater-pollution-prevention-plan-swppp>.

The latest version of *Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri*, published by the Department. This manual is available at: <https://dnr.mo.gov/document-search/protecting-water-quality-field-guide>.

The permittee is not limited to the use of these guidance manuals. Other guidance publications may be used to select appropriate BMPs. However, all BMPs must be described and justified in the SWPPP. Although the use of these manuals or other resources is recommended and may be used for BMP selection, they do not supersede the conditions of this permit. They may be used to inform in the decision making process for BMP selection but they are not themselves part of the permit conditions.

The permittee may retain the SWPPP, inspection reports, and all other associated documents (including a copy of this permit) electronically pursuant to RSMo 432.255. The documents must be made available to all interested persons in either paper or electronic format as required by this permit and the permittee must remit a copy (electronic or otherwise) of the SWPPP and inspection reports to the Department upon request.

7. The SWPPP must contain a legible site map, multiple maps if necessary, identifying:
  - (a) Site boundaries of the property;
  - (b) Locations of all waters of the state (including wetlands) within the site and half a mile downstream of the site's outfalls;
  - (c) Location of all outfalls;
  - (d) Direction(s) of stormwater flow (use arrows) and approximate slopes before and after grading activities;
  - (e) Areas of soil disturbance and areas that will not be disturbed (or a statement that all areas of the site will be disturbed unless otherwise noted);
  - (f) Location of structural and non-structural BMPs, including natural buffer areas, identified in the SWPPP;
  - (g) Locations where stabilization practices are expected to occur;
  - (h) Locations of on-site and off-site material, waste, borrow, or equipment storage areas and stockpiles;
  - (i) Designated points where vehicles will exit the site;
  - (j) Location of stormwater inlets and conveyances including ditches, pipes, man-made conduits, and swales; and
  - (k) Areas where final stabilization has been achieved.
8. An individual shall be designated by the permittee as the environmental lead. This environmental lead shall have knowledge in erosion, sediment, and stormwater control principles, knowledge of the permit, and the site's SWPPP. The environmental lead shall ensure all personnel and contractors understand any requirements of this permit may be affected by the work they are doing. The environmental lead or designated inspector(s) knowledgeable in erosion, sediment, and stormwater control principles shall inspect all structures that function to prevent or minimize pollution of waters of the state.
9. Throughout coverage under this permit, the permittee shall amend and update the SWPPP as appropriate during the term of the land disturbance activity. All SWPPP modifications shall be signed and dated. The permittee shall amend the SWPPP to incorporate any significant site condition changes which impact the nature and condition of stormwater discharges. At a minimum, these changes include whenever the:
  - (a) Location, design, operation, or maintenance of BMPs is changed;
  - (b) Design of the construction project is changed that could significantly affect the quality of the stormwater discharges;
  - (c) The permittee's inspections indicate deficiencies in the SWPPP or any BMP;
  - (d) Department notifies the permittee in writing of deficiencies in the SWPPP;
  - (e) SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence of excessive site erosion or sediment deposits in streams, lakes, or downstream waterways, sediment or other wastes off site); and/or
  - (f) Department determines violations of water quality standards may occur or have occurred.
10. Site Inspections: The environmental lead, or a designated inspector, shall conduct regularly scheduled inspections. These inspections shall be conducted by a qualified person, one who is responsible for environmental matters at the site, or a person trained by and directly supervised by the person responsible for environmental matters at the site. Site inspections shall include, at a minimum, the following:
  - (a) For disturbed areas that have not achieved final stabilization, all installed BMPs and other pollution control measures shall be inspected to ensure they are properly installed, appear to be operational, and are working as intended to minimize the discharge of pollutants.
  - (b) For areas on site that have achieved either temporary or final stabilization, while at the same time active construction continues on other areas, ensure that all stabilization measures are properly installed, appear to be operational, and are working as intended to minimize the discharge of pollutants.
  - (c) Inspect all material, waste, borrow, and equipment storage and maintenance areas that are covered by this permit. Inspect for conditions that could lead to spills, leaks, or other accumulations of pollutants on the site.
  - (d) Inspect all areas where stormwater typically flows within the site, including drainage ways designed to divert, convey, and/or treat stormwater.

- (e) All stormwater outfalls shall be inspected for evidence of erosion, sediment deposition, or impacts to the receiving stream. If a discharge is occurring during an inspection, the inspector must observe and document the visual quality of the discharge and take note of the characteristics of the stormwater discharge, including turbidity, color; odor; floating, settled, or suspended solids; foam; oil sheen; and other indicators of stormwater pollutants.
  - (f) When practicable the receiving stream shall also be inspected for a minimum of 50 feet downstream of the outfall.
  - (g) The perimeter of the site shall be inspected for evidence of BMP failure to ensure concentrated flow does not develop a new outfall.
  - (h) The SWPPP must explain how the environmental lead will be notified when stormwater runoff occurs.
11. Inspection Frequency: All BMPs must be inspected in accordance to one of the schedules listed below. The inspection frequency shall be documented in the SWPPP, and any changes to the frequency of inspections, including switching between the options listed below, must be documented on the inspection form:
- (a) At least once every seven (7) calendar days and within 48 hours after any storm event equal to or greater than a 2-year, 24-hour storm has ceased during a normal work day or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday; or
  - (b) Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches of precipitation or greater, or the occurrence of runoff from snowmelt. To determine if a storm event of 0.25 inches or greater has occurred on the site, the permittee shall either keep a properly maintained rain gauge on site, or obtain the storm event information from a weather station near the site location.
    - 1) Inspections are only required during the project's normal working hours.
    - 2) An inspection must be conducted within 24 hours of a storm event which has produced 0.25 inches. The inspection shall be conducted within 24 hours of the event end, or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday.
    - 3) If it is elected to inspect every 14 calendar days and there is a storm event at the site that continues for multiple days, and each day of the storm produces 0.25 inches or more of rain, the permittee shall conduct an inspection within 24 hours of the end of the storm or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday.
  - (c) Areas on site that have achieved stabilization, while at the same time active construction continues on other areas, may reduce inspection frequency to monthly, for those stabilized areas, if the following conditions exist:
    - 1) For areas where disturbed portions have undergone temporary stabilization, inspections shall occur at least once a month while stabilized and when re-disturbed shall follow either frequency outlined in (a),(b), or (c) above.
    - 2) Areas on site that have achieved final stabilization must be inspected at least once per month until the permit is terminated.
  - (d) If construction activities are suspended due to frozen conditions, the permittee may temporarily reduce site inspections to monthly until thawing conditions begin to occur if all of the following are met:
    - 1) Land disturbances have been suspended; and
    - 2) All disturbed areas of the site have been stabilized in accordance with Part V. BMP REQUIREMENTS, Condition 13.
    - 3) The change shall be noted in the SWPPP.
  - (e) Any basin dewatering shall be inspected daily when discharge is occurring. The discharge shall be observed and dewatering activities shall be ceased immediately if the receiving stream is being impacted. These inspections shall be noted on a log or on the inspection report.

If weather conditions or other issues prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (including pictures), and there must be a narrative explaining why the work cannot be accomplished within the seven day time period. The documentation must be filed with the regular inspection reports. The corrections shall be made as soon as weather conditions or other issues allow.

12. Site Inspection Reports: A log of each inspection and/or copy of the inspection report shall be kept readily accessible and must be made available upon request by the Department. Electronic logs are acceptable as long as reports can be provided within 24 hours. If inspection reports are kept off site, the SWPPP must indicate where they are stored. The inspection report shall be signed by the environmental lead or designated inspector (electronically or otherwise).
- (a) The inspection report is to include the following minimum information:
    - 1) Inspector's name and title.
    - 2) Date and time of inspection.
    - 3) Observations relative to the effectiveness of the BMPs and stabilization measures. The following must be

- documented:
- a. Whether BMPs are installed, operational, and working as intended;
  - b. Whether any new or modified stormwater controls are needed;
  - c. Facilities examined for conditions that could lead to spill or leak;
  - d. Outfalls examined for visual signs of erosion or sedimentation at outfalls. Excessive erosion or sedimentation may be due to BMP failure or insufficiency. Response to observations should be addressed in the inspection report.
- 4) Corrective actions taken or necessary to correct the observed problem.
  - 5) Listing of areas where land disturbance operations have permanently or temporarily stopped.
13. Any structural or maintenance deficiencies for BMPs or stabilization measures shall be documented and corrected as soon as possible but no more than seven (7) calendar days after the inspection.
- (a) Corrective action documentation shall be stored with the associated site inspection report.
  - (b) Immediately take all reasonable steps to address the condition, including cleaning up any contaminated surfaces so the material will not discharge in subsequent storm events.
  - (c) If weather conditions or other issues prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (this may include pictures) and there must be a narrative explaining why the work cannot be accomplished within the seven day time period. The permittee shall correct the problem as soon as weather conditions or issues allow.
  - (d) Corrective actions may be required by the Department. The permittee must comply with any corrective actions required by the Department as a result of permit violations found during an inspection.

#### **V. BMP REQUIREMENTS**

1. The information, practices, and BMP requirements in this section shall be implemented on site and, where noted, provided for in the SWPPP.
2. Existing vegetation and trees shall be preserved where practicable. The permittee is encouraged to preserve topsoil where practicable.
3. The permittee shall select appropriate BMPs for use at the site and list them in the SWPPP. When selecting effective BMPs, the permittee shall consider stormwater volume and velocity. A BMP that has demonstrated ineffectiveness in preventing or minimizing sediment or other pollutants from leaving a given site shall be replaced with a more effective BMP, or additional and sequential BMPs and treatment devices may be incorporated as site conditions allow. The permittee should consider a schedule for performing erosion control measures when selecting BMPs.
4. The SWPPP shall include a description of both structural and non-structural BMPs that will be used at the site.
  - (a) The SWPPP shall provide the following general information for each BMP which will be used one or more times at the site:
    - 1) Physical description of the BMP;
    - 2) Site conditions that must be met for effective use of the BMP;
    - 3) BMP installation/construction procedures, including typical drawings; and
    - 4) Operation and maintenance procedures and schedules for the BMP.
  - (b) The SWPPP shall provide the following information for each specific instance where a BMP is to be installed:
    - 1) Whether the BMP is temporary or permanent;
    - 2) When the BMP will be installed in relation to each phase of the land disturbance procedures to complete the project; and
    - 3) Site conditions that must be met before removal of the BMP if the BMP is not a permanent BMP.
5. Structural BMP Installation: The permittee shall ensure all BMPs are properly installed and operational at the locations and relative times specified in the SWPPP.
  - (a) Perimeter control BMPs for runoff from disturbed areas shall be installed before general site clearing is started. Note this requirement does not apply to earth disturbances related to initial site clearing and establishing entry, exit, or access of the site, which may require that stormwater controls be installed immediately after the earth



- disturbance.
- (b) For phased projects, BMPs shall be properly installed as necessary prior to construction activities.
  - (c) Stormwater discharges which leave the site from disturbed areas shall pass through an appropriate impediment to sediment movement such as a sedimentation basin, sediment traps (including vegetative buffers), or silt fences prior to leaving the land disturbance site.
  - (d) A drainage course change shall be clearly marked on a site map and described in the SWPPP.
  - (e) If vegetative stabilization measures are being implemented, stabilization efforts are considered “installed” when all activities necessary to seed or plant the area are completed. Vegetative stabilization is not considered “operational” until the vegetation is established.
6. Install sediment controls along any perimeter areas of the site that are downgradient from any exposed soil or other disturbed areas. Prevent stormwater from circumventing the edge of the perimeter control. For sites where perimeter controls are infeasible, other practices shall be implemented to minimize discharges to perimeter areas of the site.
7. For surface waters of the state, defined in Section 644.016.1(27) RSMo, located on or adjacent to the site, the permittee must maintain a riparian buffer or structural equivalent in accordance with at least one of the following options. The selection and location must be described in the SWPPP.
- (a) Provide and maintain a 50-foot undisturbed natural buffer; or
  - (b) Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or
  - (c) If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.
  - (d) The permittee is not required to comply with (a), (b), or (c) above if one or more of the following exceptions apply and documentation is provided in the SWPPP:
    - 1) As authorized per CWA Section 404 Department of the Army permit and its associated Section 401 Water Quality Certification from the Department.
    - 2) If there is no discharge of stormwater to waters of the state through the area between the disturbed portions of the site and waters of the state located within 50 feet of the site. This includes situations where the permittee has implemented permanent control measures that will prevent such discharges, such as a berm or other barrier.
    - 3) Where no natural buffer exists due to preexisting development disturbances that occurred prior to the initiation of planning for the current development of the site.
      - a. Where some natural buffer exists but portions of the area within 50 feet of the waters of the state are occupied by preexisting development disturbances the permittee is required to comply with (a), (b), or (c) above.
    - 4) For linear projects where site constraints make it infeasible to implement a buffer or equivalent provided the permittee limit disturbances within 50 feet of any waters of the state and/or the permittee provides supplemental erosion and sediment controls to treat stormwater discharges from earth disturbances within 50 feet of the water of the state. The permittee must also document in the SWPPP the rationale for why it is infeasible for the permittee to implement (a), (b), or (c) and describe any buffer width retained and supplemental BMPs installed.
  - (e) Where the permittee is retaining a buffer of any size, the buffer should be measured perpendicularly from any of the following points, whichever is further landward from the water:
    - 1) The ordinary high water mark of the water body, defined as the line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris; or
    - 2) The edge of the stream or river bank, bluff, or cliff, whichever is applicable.
8. Slopes for disturbed areas must be identified in the SWPPP. A site map or maps defining the sloped areas for all phases of the project must be included in the SWPPP. The disturbance of steep slopes shall be minimized.
9. Manage stockpiles or land clearing debris piles composed, in whole or in part, of sediment and/or soil.
- (a) Locate the piles outside of any natural buffers zones, established under the condition above, and away from any stormwater conveyances, drain inlets, and areas where stormwater flow is concentrated;
  - (b) Install a sediment barrier along all downgradient perimeter areas;
  - (c) Divert surface flows around stockpiles to reduce and minimize erosion of the stockpile.

- (d) For piles that will be unused for 14 or more days, provide cover with appropriate temporary stabilization in accordance with Part V. BMP REQUIREMENTS, Condition 13.
  - (e) Rinsing, sweeping, or otherwise placing any soil, sediment, debris, or stockpiled product which has accumulated on pavement or other impervious surfaces into any stormwater conveyance, storm drain inlet, or water of the state is prohibited.
10. The site shall include BMPs for pollution prevention measures and shall be noted in the SWPPP. At minimum such measures must be designed, installed, implemented, and maintained to:
- (a) Minimize the discharge of pollutants from equipment and vehicle rinsing; no detergents, additives, or soaps of any kind shall be discharged. Rinse waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
  - (b) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater;
  - (c) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures, including, but not limited to, the installation of containment berms and use of drip pans at petroleum product and liquid storage tanks and containers; and
  - (d) Prevent discharges from causing or contributing to an exceedance of water quality standards including general criteria.
11. Sedimentation Basins: The SWPPP shall include a sedimentation basin for each drainage area with ten or more acres disturbed at one time.
- (a) The sedimentation basin shall be sized, at a minimum, to treat a local 2-year, 24-hour storm.
  - (b) Sediment basins shall not be constructed in any waters of the state or natural buffer zones.
  - (c) Discharges from dewatering activities shall be managed by appropriate controls. The SWPPP shall include a description of any anticipated dewatering methods and specific BMPs designed to treat dewatering water.
    - 1) Appropriate controls include, but are not limited to, sediment socks, dewatering tanks, tube settlers, weir tanks, filtration systems (e.g. bag or sand filters), and passive treatment systems that are designed to remove or retain sediment.
    - 2) Erosion controls and velocity dissipation devices (e.g., check dams, riprap, and vegetated buffers) to minimize erosion at inlets, outlets, and discharge points from shall be utilized.
    - 3) Water with an oil sheen shall not be discharged and shall be marked in SWPPP.
    - 4) Visible floating solids and foam shall not be discharged.
  - (d) Until final stabilization has been achieved, sediment basins and impoundments shall utilize outlet structures or floating skimmers that withdraw water from the surface when discharging.
    - 1) Under frozen conditions, it may be considered infeasible to withdraw water from the surface and an exception can be made for that specific period as long as discharges that may contain sediment and other pollutants are managed by appropriate controls. If determined infeasible due to frozen conditions, documentation must be provided in the SWPPP to support the determination, including the specific conditions or time period when this exception applies.
  - (e) Accumulated sediment shall not exceed 50% of total volume or as prescribed in the design, whichever is less. Note in the SWPPP the locations for disposal of the material removed from sediment basins.
  - (f) Prevent discharges to the receiving stream causing excessive visual turbidity. For the purposes of this permit, visual turbidity refers to a sediment plume or other cloudiness in the water caused by sediment that can be identified by an observer.
  - (g) The SWPPP shall require the basin be maintained until final stabilization of the disturbed area served by the basin.

Where use of a sediment basin is infeasible, the SWPPP shall evaluate and specify other similarly effective BMPs to be employed to control erosion and sediment. These similarly effective BMPs shall be selected from appropriate BMP guidance documents authorized by this permit. The BMPs must provide equivalent water quality protection to achieve compliance with this permit. The SWPPP shall require both temporary and permanent sedimentation basins to have a stabilized spillway to minimize the potential for erosion of the spillway or basin embankment.

12. Soil disturbing activities on site that have ceased either temporarily or permanently shall initiate stabilization immediately in accordance with the options below. For soil disturbing activities that have been temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days:
  - (a) The permittee shall construct BMPs to establish interim stabilization; and
  - (b) Stabilization must be initiated immediately and completed within 14 calendar days.
  - (c) For soil disturbing activities that have been permanently ceased on any portion of the site, final stabilization of disturbed areas must be initiated immediately and completed within 14 calendar days.
    - 1) Allowances to the 14-day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. The use of allowances shall be documented in the SWPPP. Allowances may be determined unnecessary after review by the Department.
  - (d) Until stabilization is complete, interim sediment control shall consist of well-established and maintained BMPs that are reasonably certain to protect waters of the state from sediment pollution over an extended period of time. This may require adding more BMPs to an area than is normally used during daily operations. The types of BMPs used must be suited to the area disturbed, taking into account the number of acres exposed and the steepness of the slopes. If the slope of the area is greater than 3:1 (three feet horizontal to one foot vertical), then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site. The following activities would constitute the immediate initiation of stabilization:
    - 1) Prepping the soil for vegetative or non-vegetative stabilization as long as seeding, planting, and/or installation of non-vegetative stabilization products takes place as soon as practicable;
    - 2) Applying mulch or other non-vegetative product to the exposed areas;
    - 3) Seeding or planting the exposed areas;
    - 4) Finalizing arrangements to have stabilization product fully installed in compliance with the deadlines for completing stabilization.
  - (e) If vegetative stabilization measures are being implemented, stabilization is considered “installed” when all activities necessary to seed or plant the area are completed. Installed does not mean established.
  - (f) If non-vegetative stabilization measures are being implemented, stabilization is considered “installed” when all such measures are implemented or applied.
    - 1) Non-vegetative stabilization shall prevent erosion and shall be chosen for site conditions, such as slope and flow of stormwater.
  - (g) Final stabilization is not considered achieved until vegetation has grown and established to meet the requirements below.
13. Prior to removal of BMPs, ceasing site inspections, and removing from the quarterly report, final stabilization must be achieved. Final stabilization shall be achieved as soon as possible once land disturbance activities have ceased. Document in the SWPPP the type of stabilization and the date final stabilization is achieved.
  - (a) The project is considered to have achieved final stabilization when perennial vegetation (excluding volunteer vegetation), pavement, buildings, or structures using permanent materials (e.g., riprap, gravel, etc.) cover all areas that have been disturbed. With respect to areas that have been vegetated, vegetation must be at least 70% coverage of 100% of the vegetated areas on site. Vegetation must be evenly distributed.
  - (b) Disturbed areas on agricultural land are considered to have achieved final stabilization when they are restored to their preconstruction agricultural use. If former agricultural land is changing to non-agricultural use, this is no longer considered agricultural land and shall follow condition (a).
  - (c) If the intended function of a specific area of the site necessitates that it remain disturbed, final stabilization is considered achieved if all of the following are met:
    - 1) Only the minimum area needed remains disturbed (i.e., dirt access roads, motocross tracks, utility pole pads, areas being used for storage of vehicles, equipment, materials). Other areas must meet the criteria above.

- 2) Permanent structural BMPs (e.g., rock checks, berms, grading, etc.) or non-vegetative stabilization measures are implemented and designed to prevent sediment and other pollutants from entering waters of the state.
- 3) Inspection requirements in Part IV. SWPPP MANAGEMENT REQUIREMENT, Condition 11 are met and documented in the SWPPP.
- (d) Winter weather and frozen conditions do not excuse any of the above final stabilization requirements. If vegetation is required for stabilization the permittee must maintain BMPs throughout winter weather and frozen conditions until thawing and vegetation meets final stabilization criteria above. Document stabilization attempts during frozen conditions in the SWPPP. Consider future freezing when removing vegetation and plan with temporary stabilization techniques before the ground becomes frozen.

#### **VI. SITE FINALIZATION & PERMIT TERMINATION**

1. Until a site is finalized, the permittee must comply with all conditions in the permit, including continuation of site inspections and reporting quarterly to the Department. To finalize the site and remove from this permit coverage, the site shall meet the following requirements:
  - (a) For any areas that (1) were disturbed during construction, (2) are not covered over by permanent structures, and (3) over which the permittee had control during the construction activities, the requirements for final vegetative or non-vegetative stabilization in Part V. BMP REQUIREMENTS, Condition 13;
  - (b) The permittee has removed and properly disposed of all construction materials, waste, and waste handling devices and has removed all equipment and vehicles that were used during construction, unless intended for long-term beyond construction phase;
  - (c) The permittee has removed all temporary BMPs that were installed and maintained during construction, except those that are intended for long-term use or those that are biodegradable; and
  - (d) The permittee has removed all potential pollutants and pollutant-generating activities associated with construction, unless needed for long-term use following the construction activities.
2. The permit may be terminated if;
  - (a) There has been a transfer of control of all areas of the site for which the current permittee is responsible under this permit to another operator, and that operator has obtained coverage under this permit;
  - (b) Active sites obtain coverage under an individual or alternative general NPDES permit, with land disturbance conditions; or
  - (c) This permit may be terminated when all projects covered under this permit are finalized. In order to terminate the permit, the permittee shall notify the Department by submitting a Request for Termination along with the final quarterly report for the current calendar quarter.

#### **VII. REPORTING AND SAMPLING REQUIREMENTS**

1. The permittee is not required to sample stormwater under this permit. The Department may require sampling and reporting as a result of illegal discharges, compliance issues related to water quality concerns, or evidence of off-site impacts from activities at a site. If such an action is needed, the Department will specify in writing the sampling requirements, including such information as location and extent. If the permittee refuses to perform sampling when required, the Department may terminate the general permit and require the facility to obtain a site-specific permit with sampling requirements.
2. Electronic Discharge Monitoring Report (eDMR) Submission System. The NPDES Electronic Reporting Rule, 40 CFR Part 127, reporting of any report required by the permit shall be submitted via an electronic system to ensure timely, complete, accurate, and nationally consistent set of data for the NPDES program. The eDMR system is currently the only Department-approved reporting method for this permit unless specified elsewhere in this permit, or a waiver is granted by the Department. The facility must register in the Department's eDMR system through the Missouri Gateway for Environmental Management (MoGEM) before the first report is due.
3. Permittees shall prepare a quarterly report with a list of active land disturbance sites including any off-site borrow or depositional areas associated with the construction project and submit the following information electronically as an



attachment to the eDMR system until such a time when the current or a new system is available to allow direct input of the data:

- (a) The name of the project;
- (b) The location of the project (including the county);
- (c) The name of the primary receiving water(s) for each project;
- (d) A description of the project;
- (e) The number of acres disturbed;
- (f) The percent of completion of the project; and
- (g) The projected date of completion.

The quarterly report(s) shall be maintained by the permittee and readily available for review by the Department at the address provided on the application as well as submitted quarterly via the Department’s eDMR system. The permittee shall submit quarterly reports according to Table A.

<b>Table A</b>	<b>Schedule for Quarterly Reporting</b>	
Activity for the months of:	Report is due:	
January, February, March (1st Quarter)	April 28	
April, May, June (2nd Quarter)	July 28	
July, August, September (3rd Quarter)	October 28	
October, November, December (4th Quarter)	January 28	

**VIII. STANDARD PERMIT CONDITIONS**

1. Records: The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site named in the State Operating Permit, results of any monitoring and analysis, and all site inspection records required by this general permit.
  - (a) The records shall be accessible during normal business hours and retained for a period of at least three (3) years from the date of termination.
  - (b) The permittee shall provide a copy (electronic or otherwise) of the SWPPP to the Department, USEPA, or any local agency or government representative if they request a copy in the performance of their official duties within 24 hours of the request (or next working day), unless given more time by the representative.
  - (c) The permittee shall provide a copy of the SWPPP to those who are responsible for installation, operation, or maintenance of any BMP. The permittee, their representative, and/or the contractor(s) responsible for installation, operation and maintenance of the BMPs shall have a current copy of the SWPPP with them when on the project site.
  
2. Land Ownership and Change of Ownership: Federal and Missouri stormwater regulations [10 CSR 20-6.200(1) (B)] require a stormwater permit and erosion control measures for all land disturbances of one or more acres. These regulations also require a permit for less than one acre lots if the lot is part of a larger common plan of development or sale where that plan is at least one acre in size.
  - (a) If the permittee sells any portion of a permitted site to a developer for commercial, industrial, or residential use, this land remains a part of the common sale and the new owner must obtain a permit prior to conducting any land disturbance activity. Therefore, the original permittee must amend the SWPPP to show that the property has been sold and, therefore, no longer under the original permit coverage.
  - (b) Property of any size which is part of a larger common plan of development where the property has achieved final stabilization and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity unless the activity is by an individual residential building lot owner on a site less than one acre.
  - (c) If a portion of a larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre. No permit is required, however, for less than one acre of land sold.
  
3. Permit Transfer: This permit may not be transferred to a new owner.

4. Termination: This permit may be terminated when the project has achieved final stabilization, defined in Part VI. **SITE FINALIZATION & PERMIT TERMINATION.**
  - (a) In order to terminate the permit, the permittee shall notify the Department by submitting the form Request for Termination of Operating Permit Form MO 780-2814. The form should be submitted to the appropriate regional office or through an approved electronic system if it should become available.
  - (b) The Cover Page (Certificate Page) of the Master General Permit for Land Disturbance specifies the “effective date” and the “expiration date” of the Master General Permit. The “issued date” along with the “expiration date” will appear on the State Operating Permit issued to the applicant. **This permit does not continue administratively beyond the expiration date.**
5. Duty to Reapply: If the project or development completion date will be after the expiration date of this general permit, then the permittee must reapply to the Department for a new permit. This permit may be applied for and issued electronically in accordance with Section 644.051.10, RSMo.
  - (a) Due to the nature of the electronic permitting system, a period of time may be granted at the discretion of the Department in order to apply for a new permit after the new version is effective. Applicants must maintain appropriate best management practices and inspections during the discretionary period.
6. Duty to Comply: The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Missouri Clean Water Law and Federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.
7. Modification, Revocation, and Reopening:
  - (a) If at any time the Department determines that the quality of waters of the state may be better protected by reopening this permit, or revoking this permit and requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may revoke a general permit and require any person to obtain such an operating permit as authorized by 10 CSR20-6.010(13) and 10 CSR 20-6.200(1)(B).
  - (b) If this permit is reopened, modified, or revoked pursuant to this Section, the permittee retains all rights under Chapter 536 and 644 Revised Statutes of Missouri upon the Department’s reissuance of the permit as well as all other forms of administrative, judicial, and equitable relief available under law.
8. Other Information: Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.
9. Duty to Provide Information: The permittee shall furnish to the Department, within 24 hours unless explicitly granted more time in writing, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.
10. Inspection and Entry: The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:
  - (a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of the permit;
  - (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
  - (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
  - (d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Federal Clean Water Act or Missouri Clean Water Law, any substances or parameters at any location.

11. Signatory Requirement:
  - (a) All permit applications, reports required by the permit, or information requested by the Department shall be signed and certified. (See 40 CFR 122.22 and 10 CSR 20-6.010)
  - (b) The Federal Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or non-compliance) shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both.
  - (c) The Missouri Clean Water Law provides that any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than ten thousand dollars, or by imprisonment for not more than six months, or by both.
12. Property Rights: This permit does not convey any property rights of any sort or any exclusive privilege.
13. Notice of Right to Appeal: If you were adversely affected by this decision, you may be entitled to pursue an appeal before the administrative hearing commission (AHC) pursuant to Sections 621.250 and 644.051.6 RSMo. To appeal, you must file a petition with the AHC within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the AHC. Any appeal should be directed to:

Administrative Hearing Commission  
U.S. Post Office Building, Third Floor  
131 West High Street, P.O. Box 1557  
Jefferson City, MO 65102-1557  
Phone: 573-751-2422  
Fax: 573-751-5018  
Website: <https://ahc.mo.gov>

PUBLIC NOTIFICATION SIGN



STORMWATER DISCHARGES FROM  
THIS LAND DISTURBANCE SITE ARE  
AUTHORIZED BY THE MISSOURI  
STATE OPERATING PERMIT NUMBER:

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ANYONE WITH QUESTIONS OR  
CONCERNS ABOUT STORMWATER  
DISCHARGES FROM THIS SITE,  
PLEASE CONTACT THE MISSOURI  
DEPARTMENT OF NATURAL  
RESOURCES AT

**1-800-361-4827**

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**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.

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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.



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**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.

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The Missouri Department of Natural Resources is responsible for ensuring that construction site operators have the proper stormwater controls in place so that construction can proceed in a way that protects your community's clean water and the surrounding environment. One way the department helps protect water quality is by issuing land disturbance permits.

Local conditions are not considered when developing conditions for a general permit. A facility may apply for a site-specific permit if they desire a review of site-specific conditions.

## **PART II – RECEIVING STREAM INFORMATION**

### **APPLICABLE DESIGNATIONS OF WATERS OF THE STATE:**

Per Missouri Effluent Regulations (10 CSR 20-7.015), the waters of the state are divided into seven (7) categories. This permit applies to facilities discharging to the following water body categories:

- ✓ Missouri or Mississippi River [10 CSR 20-7.015(2)]
- ✓ Lakes or Reservoirs [10 CSR 20-7.015(3)]
- ✓ Losing Streams [10 CSR 20-7.015(4)]
- ✓ Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- ✓ Special Streams [10 CSR 20-7.015(6)]
- ✓ Subsurface Waters [10 CSR 20-7.015(7)]
- ✓ All Other Waters [10 CSR 20-7.015(8)]

Missouri Water Quality Standards (10 CSR 20-7.031) defines the Clean Water Commission water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and/or 1<sup>st</sup> classified receiving stream's designated water uses shall be maintained in accordance with 10 CSR 20-7.031(24). A general permit does not take into consideration site-specific conditions.

### **MIXING CONSIDERATIONS:**

This permit applies to receiving streams of varying low flow conditions. Therefore, the effluent limitations must be based on the smallest low flow streams considered, which includes waters without designated uses. As such, no mixing is allowed [10 CSR 20-7.031(5)(A)4.B.(1)(a)]. No Zone of Initial Dilution is allowed. [10 CSR 20-7.031(5)(A)4.B.(1)(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.



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**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.

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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\\_table.htm](http://ag3.agebb.missouri.edu/design_storm/comparison_reports/20191117_25yr_24hr_comparison_table.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.

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**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.



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- ✓ 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.

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**SLUDGE – DOMESTIC BIOSOLIDS:**

Biosolids are solid materials resulting from domestic wastewater treatment meeting federal and state criteria for beneficial use (i.e. fertilizer). Sewage sludge is solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works; including, but not limited to, domestic septage; scum or solids removed in primary, secondary, or advanced wastewater treatment process; and material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screening generated during preliminary treatment of domestic sewage in a treatment works.

- ✓ This permit does not authorize discharge or land application of biosolids. Sludge/biosolids is not generated by this industry.

**SLUDGE – INDUSTRIAL:**

Industrial sludge is solid, semi-solid, or liquid residue generated during the treatment of industrial process wastewater in a treatment works; including, but not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment process; scum and solids filtered from water supplies and backwashed; and a material derived from industrial sludge.

- ✓ Not applicable; sludge is not generated by this industry.

**SPILL REPORTING:**

Any emergency involving a hazardous substance must be reported to the Department's 24 hour Environmental Emergency Response hotline at (573) 634-2436 at the earliest practicable moment after discovery. The Department may require the submittal of a written report detailing measures taken to clean up a spill. These reporting requirements apply when the spill results in chemicals or materials leaving the permitted property or reaching waters of the state. This requirement is in addition to the noncompliance reporting requirement found in Standard Conditions Part I. <https://dnr.mo.gov/waste-recycling/investigations-cleanups/environmental-emergency-response>.

Underground and above ground storage devices for petroleum products, vegetable oils, and animal fats may be subject to control under federal Spill Prevention, Control, and Countermeasure Regulation and are expected to be managed under those provisions, if applicable. Substances regulated by federal law under the Resource Conservation and Recovery Act (RCRA) or the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) which are transported, stored, or used for maintenance, cleaning or repair shall be managed according to the provisions of RCRA and CERCLA.

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP):**

In accordance with 40 CFR 122.44(k), BMPs must be used to control or abate the discharge of pollutants when: 1) Authorized under section 304(e) of the CWA for the control of toxic pollutants and hazardous substances from ancillary industrial activities; 2) Authorized under section 402(p) of the CWA for the control of stormwater discharges; 3) Numeric effluent limitations are infeasible; or 4) the practices are reasonably necessary to achieve effluent limitations and standards or to carry out the purposes and intent of the CWA. In accordance with the EPA's *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the EPA in 2007 [https://www.epa.gov/sites/production/files/2015-10/documents/sw\\_swppp\\_guide.pdf](https://www.epa.gov/sites/production/files/2015-10/documents/sw_swppp_guide.pdf), BMPs are measures or practices used to reduce the amount of pollution entering waters of the state from a permitted facility. BMPs may take the form of a process, activity, or physical structure. Additionally, in accordance with the Stormwater Management, a SWPPP is a series of steps and activities to 1) identify sources of pollution or contamination, and 2) select and carry out actions which prevent or control the pollution of storm water discharges. Additional information can be found in *Stormwater Management for Industrial Activities: Developing Pollution Prevention Plans and Best Management Practices* (EPA 832-R-92-006; September 1992).

A SWPPP must be prepared if the SIC code for the facility is found in 40 CFR 122.26(b)(14) and/or 10 CSR 20-6.200(2). A SWPPP may be required of other facilities where stormwater has been identified as necessitating better management.



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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.

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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.



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#### **PART IV – EFFLUENT LIMITATIONS DETERMINATION**

##### **EPA Construction General Permit (CGP)**

The CGP was used to research and support best professional judgment decisions made in establishing technology-based conditions for this general permit which are consistent with national standards. The permit writer determined the standards established by the CGP are achievable and consistent with federal regulations. Additionally, the conditions reflecting the best practicable technology currently available are utilized to implement the ELG.

In this general permit, technology-based effluent conditions are established through the SWPPP and BMP requirements. Effective BMPs should be designed on a site-specific basis. The implementation of inspections provides a tool for each facility to evaluate the effectiveness of BMPs to ensure protection of water quality. Any flow through an outfall is considered a discharge. Future permit action due to permit modification may contain new operating permit terms and conditions which supersede the terms and conditions, including effluent limitations, of this operating permit.

#### **PART V – REPORTING REQUIREMENTS**

##### **SAMPLING:**

The permittee is not required to sample stormwater under this permit. The Department may require sampling and reporting as a result of illegal discharges, compliance issues related to water quality concerns or BMP effectiveness, or evidence of off-site impacts from activities at the facility. If such an action is needed, the Department will specify in writing the sampling requirements, including such information as location and extent. If the permittee refuses to perform sampling when required, the Department may terminate the general permit and require the facility to obtain a site-specific permit with sampling requirements.

##### **REPORTING:**

There are quarterly reporting requirements for MO-R100xxx land disturbance permits. Project specific information is required to be reported to the Department through the eDMR system.

#### **PART VI – RAINFALL VALUES FOR MISSOURI & SURFACE WATER BUFFER ZONES**

Knowledge of the 2-year, 24-hour storm event is used in this permit for two main reasons:

- 1) The design, installation, and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants.
- 2) If the seven-day inspection frequency is utilized, an inspection must occur within 48 hours after any storm event equal to or greater than a 2-year, 24 hour storm has ceased.

For site-specific 2-year, 24-hour storm event information utilize the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 (NOAA Atlas 14) which is located at [https://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html](https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html). For more information visit; [https://www.weather.gov/media/owp/oh/hdsc/docs/Atlas14\\_Volume8.pdf](https://www.weather.gov/media/owp/oh/hdsc/docs/Atlas14_Volume8.pdf).

**Surface Water Buffer Zones:** In order to design controls that match the sediment removal efficiency of a 50-foot buffer, you first need to know what this efficiency is for your site. The sediment removal efficiencies of natural buffers vary according to a number of site-specific factors, including precipitation, soil type, land cover, slope length, width, steepness, and the types of erosion and sediment controls used to reduce the discharge of sediment prior to the buffer. For additional information; [https://www.epa.gov/sites/default/files/2017-02/documents/2017\\_cgp\\_final\\_appendix\\_g\\_-\\_buffer\\_reqs\\_508.pdf](https://www.epa.gov/sites/default/files/2017-02/documents/2017_cgp_final_appendix_g_-_buffer_reqs_508.pdf)



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**PART VII – ADMINISTRATIVE REQUIREMENTS**

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

**PUBLIC MEETING:**

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

**PUBLIC NOTICE:**

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

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

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

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

**DATE OF FACT SHEET:** 03/2/2022

**COMPLETED BY:**

**SARAH WRIGHT**  
**MS4 & LAND DISTURBANCE PERMITTING COORDINATOR**  
**MISSOURI DEPARTMENT OF NATURAL RESOURCES**  
**WATER PROTECTION PROGRAM**  
**OPERATING PERMITS SECTION - STORMWATER AND CERTIFICATION UNIT**  
**(573) 526-1139**  
[Sarah.wright@dnr.mo.gov](mailto:Sarah.wright@dnr.mo.gov), [dnr.generalpermits@dnr.mo.gov](mailto:dnr.generalpermits@dnr.mo.gov)

**Appendix D – Inspection Form**

General Information			
Project Name			
NPDES Tracking No.		Location	
Date of Inspection		Start/End Time	
Inspector's Name(s)			
Inspector's Title(s)			
Inspector's Contact Information			
Inspector's Qualifications			
Describe present phase of construction			
Type of Inspection: <input type="checkbox"/> Regular <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event			
Weather Information			
Has there been a storm event since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide: Storm Start Date & Time: _____ Storm Duration (hrs): _____ Approximate Amount of Precipitation (in): _____			
Weather at time of this inspection? <input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds <input type="checkbox"/> Other: _____ Temperature: _____			
Have any discharges occurred since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe: _____			
Are there any discharges at the time of inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe: _____			

**Site-specific BMPs**

- Number the structural and non-structural BMPs identified in your SWPPP on your site map and list them below (add as many BMPs as necessary). Carry a copy of the numbered site map with you during your inspections. This list will ensure that you are inspecting all required BMPs at your site.
- Describe corrective actions initiated, date completed, and note the person that completed the work in the Corrective Action Log.

	BMP	BMP Installed?	BMP Maintenance Required?	Corrective Action Needed and Notes
1		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**Overall Site Issues**

- Below are some general site issues that should be assessed during inspections. Customize this list as needed for conditions at your site.

	<b>BMP/activity</b>	<b>Implemented?</b>	<b>Maintenance Required?</b>	<b>Corrective Action Needed and Notes</b>
1	Are all slopes and disturbed areas not actively being worked properly stabilized?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Are natural resource areas (e.g., streams, wetlands, mature trees, etc.) protected with barriers or similar BMPs?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4	Are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5	Are storm drain inlets properly protected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6	Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Is trash/litter from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Are washout facilities (e.g., paint, stucco, concrete) available, clearly marked, and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Are vehicle and equipment fueling, cleaning, and maintenance areas free of spills, leaks, or any other deleterious material?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10	Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11	Are non-stormwater discharges (e.g., wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12	(Other)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**Non-Compliance**

Describe any incidents of non-compliance not described above:

**Appendix E – Site Plan Amendment Log**



**Appendix F – Contractor Certifications/Agreements**

CONTRACTOR NOTIFICATION OF  
STORMWATER POLLUTION PREVENTION PLAN

Project Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Permittee: \_\_\_\_\_

While working at a permitted job-site, you are required to comply with the Stormwater Pollution Prevention Plan (SWPPP). Any person or group who violates any condition of the SWPPP may be subject to substantial penalties or loss of contract (if under a contractual agreement). You are encouraged to advise each of your employees working on this project of the requirements of the SWPPP. A copy of the SWPPP is on-site and shall be made available upon request.

Each contractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

**I certify under the penalty of law that I have read and understand the terms and conditions of the SWPPP for the above designated project and agree to follow the practices described in the SWPPP.**

This certification is hereby signed in reference to the above named project:

Company: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of construction service to be provided: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Appendix G – Grading and Stabilization Activities Log**



## **Appendix H – Delegation of Authority**

**Instructions:**

- Appendix H should be used by the owner of the property to determine the person or position that will be authorized to sign any inspection reports, the stormwater pollution prevention plan itself, and any other documents required by the Missouri General Operating permit.
- The person making this designation must meet the following requirements:
  - ✓ For a corporation, this could be a president, secretary, treasurer, or vice president, or any other person who performs similar policy or decision making functions for the corporation.
  - ✓ For a partnership or sole proprietorship, this could be a general partner or the proprietor.
  - ✓ For a municipality, state, federal or other public agency, this could be a principal executive officer or ranking elected official.
- The designee is authorized if:
  - ✓ The authorization is made in writing by the individual making the designation.
  - ✓ The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as an operator, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company.
  - ✓ The signed and dated written authorization is included in the SWPPP.

**Delegation of Authority**

I, \_\_\_\_\_ (name), hereby designate the person or specifically described position below to be a duly authorized representative for the purpose of overseeing compliance with environmental requirements, including the Missouri State Operating Permit, at the \_\_\_\_\_ construction site. The designee is authorized to sign any reports, stormwater pollution prevention plans and all other documents required by the permit.

\_\_\_\_\_ (name of person or position)  
\_\_\_\_\_ (company)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city, state, zip)  
\_\_\_\_\_ (phone)

By signing this authorization, I confirm that I meet the requirements to make such a designation, and that the designee above meets the definition of a "duly authorized representative."

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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