SECTION 00100

INVI TATION FOR BID

3/05

IN VITATION FOR BID

OFFICE of ADMINISTRATION
Facilities Management, Design & Construction

STATE of MISSOURI

OFFICE of ADMINISTRATION
Facilities Management, Design & Construction

PROJECT MANUAL

Foundation Stabilization
Bollinger Mill
Bollinger Mill State Historic Site
Burfordville, Missouri

Designed By: TAP ENGINEERS LLC
1427 Missouri Ave.
St. Louis, MO 63104

Date Issued: December 1, 2020

Project No.: X1804-01
SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: X1804-01

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:

TAP Engineers LLC  MO APELSLA  COA 2013007176

Theodore A Pruess, P.E.  MO E-22830
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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:

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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. Foundation Stabilization
      Bollinger Mill
      Bollinger Mill State Historic Site
      Burfordville, Missouri
      Project No.: X1804-01

3.0  BIDS WILL BE RECEIVED:
   A. Until: 1:30 PM, Thursday, January 28, 2021
   B. Only electronic bids on MissouriBUYS shall be accepted: https://missouribuys.mo.gov. Bidder must be registered to bid.

4.0  DESCRIPTION:
   A. Scope: The project consists of the restoration of selected portions of the Bollinger Mill building and retaining walls both upstream and downstream of the building. The existing dam and covered bridge are not included in this project.
   B. Estimate: $2,110,000 to $2,900,000
   C. 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.
   D. **NOTE: Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0  PRE-BID MEETING:
   A. 1:00 PM, Monday, January 11, 2021, at Trail of Tears State Park Visitor Center, 429 Moccasin Springs Road, Jackson, MO, 63755.
   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 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 requestors 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: TAP ENGINEERS LLC, Theodore Pruess, phone # (314) 378-9731
   B. Project Manager: Eric Hibdon, phone # (573) 522-0322

8.0  GENERAL INFORMATION:
   A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.
   B. Bid results will be available at https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans after it is verified that at least one bid is awardable and affordable.
Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to https://missouribuys.mo.gov and register. The bidder must register before access is granted to the solicitation details and bidding is possible, however, the bidder can review a summary of the project by selecting “Bid Board” and then checking off “Open” under “Status” and “OA-FMDC-Contracts Chapter 8” under “Organization” in the boxes shown on the left margin.

B. Once registered, log in.
2. Under “Filter by Agency” select “OA-FMDC-Contracts Chapter 8.”
4. Above the dark blue bar, select “Other Active Opportunities.”
5. To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information.

C. Here are simplified instructions for uploading the bid to MissouriBUYS:
1. Find the solicitation by completing Steps 1 through 4 above.
2. Select the three dots under “Actions.” Select “Add New Response.”
3. When the Quote box opens, give the response a title and select “OK.”
4. The detailed solicitation will open. Select “Check All” for the Original Solicitation Documents, open each document, and select “Accept.” If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select “Add Attachments.” If you do not see this command, not all documents have been opened and accepted.
5. The Supplier Attachments box will open. Select “Add Attachment” again.
6. The Upload Documents box will open. Read the instructions for uploading. Disregard the “Confidential” check box.
7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select “Upload.” The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
8. When the Supplier Attachments box opens again and uploading is complete, select “Done.” A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select “Submit.”
9. The detailed solicitation will open. At the bottom select “Close.”

D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.

E. If you want to verify that you are uploading documents correctly, we encourage you to submit a fake bid early. Label the fake bid as such to distinguish it from the real bid. The contracts person you contact will let you know if your “bid” was received successfully. Please contact Paul Girouard: 573-751-4797, paul.girouard@oa.mo.gov OR Mandy Roberson: 573-522-0074.

F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an “inactive” message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: cathy.holliday@oa.mo.gov.
IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

A. SECTION 002113 – INSTRUCTIONS TO BIDDERS: Article 14.0, Section D1:

**As of July 1, 2020**, all MBE, WBE, and MBE/WBE contractors, subcontractors, and suppliers must be certified by the State of Missouri, Office of Equal Opportunity. No certifications from other Missouri certifying agencies will be accepted.
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, will be required to undergo a fingerprint background check and obtain a State of Missouri identification badge prior to beginning work on site. The Bidder should review the information regarding this requirement in Section 013513 – Site Security and Health Requirements prior to submitting a bid.
B. The Bidder’s prices shall include all city, state, and federal sales, excise, and similar taxes that may lawfully be assessed in connection with the performance of work, and the purchased of materials to be incorporated in the work. THIS PROJECT IS NOT TAX EXEMPT.

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

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

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

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

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

Bid Submittal – due before stated date and time of bid opening (see IFB):
004113 Bid Form (all pages are always required)
004322 Unit Prices Form
004336 Proposed Subcontractors Form
004337 MBE/WBE/SDVE Compliance Evaluation Form
004338 MBE/WBE/SDVE Eligibility Determination for Joint Ventures
004339 MBE/WBE/SDVE GFE Determination
004340 SDVE Business Form
004541 Affidavit of Work Authorization
004545 Anti-Discrimination Against Israel Act Certification form

B. All bids shall be submitted without additional terms and conditions, modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.

C. All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 004113. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within ten (10) working days after such tender.

D. The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

6.0 - SIGNING OF BIDS

A. A bid from an individual shall be signed as noted on the Bid Form.

B. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.

C. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.

D. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.
E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder’s name on the bid form should appear as shown in the Secretary of State’s records.

F. The Bidder should include its corporate license number on the Bid Form and, if the corporation is organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached to the bid form.

7.0 - RECEIVING BID SUBMITTALS

A. It is the bidder’s sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.

B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (https://www.missouribuys.mo.gov/) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.

C. To respond to an Invitation for Bid, the Bidder must first register with MissouriBUYS by going through the MissouriBUYS Home Page (https://www.missouribuys.mo.gov/), clicking the “Register” button at the top of the page, and completing the Vendor Registration. Once registered, the Bidder accesses its account by clicking the “Login” button at the top of the MissouriBUYS Home Page. Enter your USERID and PASSWORD, which the Bidder will select. Under Solicitations, select “View Current Solicitations.” A new screen will open. Under “Filter by Agency” select “OA-FMDC-Contracts Chapter 8.” Under “Filter by Opp. No.” type in the State Project Number. Select “Submit.” Above the dark blue bar, select “Other Active Opportunities.” To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information. The Bidder must read and accept the Original Solicitation Documents and complete all identified requirements. The Bidder should download and save all of the Original Solicitation Documents on its computer so that the Bidder can prepare its response to these documents. The Bidder should upload its completed response to the downloaded documents as an attachment to the electronic solicitation response.

D. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are provided in Section 001116 – Invitation For Bid.

E. The Bidder shall submit its bid on the forms provided by the Owner on MissouriBUYS with each space fully and properly completed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner may reject bids that are not on the Owner’s forms or that do not contain all requested information.

F. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor’s bid to rejection.

G. The completed forms shall be without interlineations, alterations or erasures.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.

B. The Bidder shall modify his or her original bid by submitting a revised bid on MissouriBUYS.

9.0 - AWARD OF CONTRACT

A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.

B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.
C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his bid. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.

D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the low bidder.

E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.

F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.

G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.

H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.

I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.

J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of $5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding a E-Verify is located at https://www.uscis.gov/e-verify/. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion:


13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

A. By signing the bid form and submitting a bid on this project, the Bidder certifies that it will use American and Missouri products as set forth in Article 1.7 of the General Conditions. Bidders are advised to review those requirements carefully prior to bidding.

B. A preference shall be given to Missouri firms, corporations or individuals, or firms, corporations or individuals that maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.

C. Pursuant to Section 34.076, RSMo, a contractor or Bidder domiciled outside the boundaries of the State of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or Bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or Bidder to succeed over the bidding contractor or Bidder domiciled outside Missouri on a like contract or bid being let in the person's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the domiciliary state of that contractor or Bidder.

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

A. Pursuant to section 34.600, RSMo, if the Bidder meets the section 34.600, RSMo, definition of a “company” and the Bidder has ten or more employees, the Bidder must certify in writing that the Bidder is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The Bidder is requested to complete and submit the applicable portion of Section 004545 - Anti-Discrimination Against Israel Act Certification with their Bid Form. The applicable portion of the exhibit must be submitted prior to execution of a contract by the Owner and issuance of Notice to Proceed. If the exhibit is not submitted, the Owner shall rescind its Intent to Award and move to the next lowest, responsive, responsible bidder.

15.0 - MBE/WBE/SDVE INSTRUCTIONS

A. Definitions:

1. “MBE” means a Minority Business Enterprise.

2. “MINORITY” has the same meaning as set forth in 1 C.S.R. 10-17.010.

3. “MINORITY BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


5. “WOMEN’S BUSINESS ENTERPRISE” has the same meaning as set forth in section 37.020, RSMo.


7. “SERVICE-DISABLED VETERAN” has the same meaning as set forth in section 34.074, RSMo.

8. “SERVICE-DISABLED VETERAN ENTERPRISE” has the same meaning as “Service-Disabled Veteran Business” set forth in section 34.074, RSMo.
B. MBE/WBE/SDVE General Requirements:

1. For all bids greater than $100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be non-responsive, and its bid shall be rejected.

2. The Bidder should submit with its bid all of the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all appropriate MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.

3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder’s proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) Working Days of receiving the request for clarification.

4. Pursuant to section 34.074, RSMo, a Bidder that is a SDVE doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive bidder’s bid. Based on this calculation, if the eligible SDVE’s evaluation is less than the apparent low responsive bidder’s bid, the eligible SDVE’s bid becomes the apparent low responsive bid. This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service Disabled Veteran Business Form, and any information required by the form. The form is available on the MissouriBUYS solicitation for this project.

C. Computation of MBE/WBE/SDVE Goal Participation:

1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: A MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) In order for the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.

2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.

3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.

4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder’s MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.

5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.

6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials.
D. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.

2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)’s online MBE/WBE directory (https://apps1.mo.gov/oeo/). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management’s online SDVE directory (http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteranbusiness-enterprise-sdve-information) or the Department of Veterans Affairs’ directory (https://www.vip.vetbiz.gov/).

3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

1. If a Bidder has made a good faith effort to secure the required MBE, WBE and/or SDVE participation and has failed, the Bidder shall submit with its bid the information requested in MBE/WBE/SDVE Good Faith Effort (GFE) Determination form. The GFE forms are located on the MissouriBUYS solicitation for this project. The Director will determine if the Bidder made a good faith effort to meet the applicable goals. If the Director determines that the Bidder did not make a good faith effort, the bid shall be rejected as being nonresponsive to the bid requirements. Bidders who demonstrate that they have made a good faith effort to include MBE, WBE, and/or SDVE participation will be determined to be responsive to the applicable participation goals, regardless of the percent of actual participation obtained, if the bid is otherwise acceptable.

2. In determining whether a Bidder has made a good faith effort to obtain MBE, WBE and/or SDVE participation, the Director may evaluate the factors set forth in 1 CSR 30-5.010(6)(C) and the following:
   a. The amount of actual participation obtained;
   b. How and when the Bidder contacted potential MBE, WBE, and SDVE subcontractors and suppliers;
   c. The documentation provided by the Bidder to support its contacts, including whether the Bidder provided the names, addresses, phone numbers, and dates of contact for MBE/WBE/SDVE firms contacted for specific categories of work;
   d. If project information, including plans and specifications, were provided to MBE/WBE/SDVE subcontractors;
   e. Whether the Bidder made any attempts to follow-up with MBE, WBE or SDVE firms prior to bid;
   f. Amount of bids received from any of the subcontractors and/or suppliers that the Bidder contacted;
   g. The Bidder’s stated reasons for rejecting any bids;

3. If no bidder has obtained any participation in a particular category (MBE/WBE/SDVE) or made a good faith effort to do so, the Director may waive that goal rather than rebid.
F. Contractor MBE/WBE/SDVE Obligations

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

2. If the Contractor fails to meet or maintain the participation requirements contained in the Contractor’s bid, the Contractor must satisfactorily explain to the Director why it cannot comply with the requirement and why failing meeting the requirement was beyond the Contractor’s control. If the Director finds the Contractor's explanation unsatisfactory, the Director may take any appropriate action including, but not limited to:
   a. Declaring the Contractor ineligible to participate in any contracts with the Division for up to twelve (12) months (suspension); and/or
   b. Declaring the Contractor be non-responsive to the Invitation for Bid, or in breach of contract and rejecting the bid or terminating the contract.

3. If the Contractor replaces an MBE, WBE, or SDVE during the course of this contract, the Contractor shall replace it with another MBE, WBE, or SDVE or make a good faith effort to do so. All MBE, WBE and SDVE substitutions must be approved by the Director.

4. The Contractor shall provide the Owner with regular reports on its progress in meeting its MBE/WBE/SDVE obligations. At a minimum, the Contractor shall report the dollar-value of work completed by each MBE, WBE, or SDVE during the preceding month and the cumulative total of work completed by each MBE, WBE or SDVE to date with each monthly application for payment. The Contractor shall also make a final report, which shall include the total dollar-value of work completed by each MBE, WBE, and SDVE during the entire contract.
The MBE/WBE Directory for goods and services is maintained by the Office of Equal Opportunity (OEO). The current Directory can be accessed at the following web address:

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

Please note that you may search by MBE, WBE, or both as well as by region, location of the business by city or state, as well as by commodity or service.

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

https://oa.mo.gov/sites/default/files/sdvelisting.pdf

https://www.vip.vetbiz.va.gov
THIS AGREEMENT, made (DATE) by and between:

**Contractor Name and Address**

hereinafter called the "Contractor,"

and the **State of Missouri**, hereinafter called the "Owner", represented by the Office of Administration, Division of Facilities Management, Design and Construction, on behalf of the Department of Natural Resources Division of State Parks.

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

**ARTICLE 1. STATEMENT OF WORK**

The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the plans and specifications for the proper execution of the work for:

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Foundation Stabilization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bollinger Mill</td>
</tr>
<tr>
<td></td>
<td>Bollinger Mill State Historic Site</td>
</tr>
<tr>
<td></td>
<td>Burfordville, Missouri</td>
</tr>
</tbody>
</table>

| Project Number: | X1804-01 |

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 **300 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 $1,500 per day** for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.
ARTICLE 4. CONTRACT SUM
The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds the sum of:

Base Bid:  

TOTAL CONTRACT AMOUNT:  ($CONTRACT AMOUNT)

UNIT PRICES:  The Owner accepts the following Unit Prices:
For changing specified quantities of work from those indicated by the contract drawings and specifications, upon written instructions of Owner, the following unit prices shall prevail. The unit prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover the finished work of the several kinds of work called for. Only a single unit price shall be given and it shall apply for either MORE or LESS work than that shown on the drawings and called for in the specifications or included in the Base Bid. In the event of more or less units than so indicated or included, change orders may be issued for the increased or decreased amount.

ARTICLE 5. PREVAILING WAGE RATE
It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed employed directly on the project and entitled to the prevailing wage.

ARTICLE 6. MINORITY/WOMEN/SERVICE DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION
The Contractor has been granted a waiver of the 10% MBE and 10% WBE and 3% SDVE participation goals. The Contractor agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows: (OR)

The Contractor has met the MBE/WBE/SDVE participation goals and agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows:

MBE/WBE/SDVE Firm: Subcontract Amt:$
MBE/WBE/SDVE Firm: Subcontract Amt:$
MBE/WBE/SDVE Firm: Subcontract Amt:$

Total $ 

MBE/WBE/SDVE assignments identified above shall not be changed without a Contract Change signed by the Owner.

The Director of the Division of Facilities Management, Design and Construction or his Designee shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE/SDVE firms listed above when such disputes impact the subcontract amounts shown above.
ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Division 0, with executed forms
2. Division 1
3. Executed Construction Contract Form
4. The Drawings
5. The Technical Specifications
6. Addenda
7. Contractor's Proposal as accepted by the Owner

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

APPROVED:

________________________________________

_______________________________

Dale Cassmeyer, Deputy Director of Planning,  
Design and Construction
Division of Facilities Management,  
Design and Construction

Contractor’s Authorized Signature

DELETE IF PRIVATE OR PARTNERSHIP

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

NAME

First being duly sworn on oath states: that

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

NAME

a □ sole proprietorship □ partnership
□ limited liability company (LLC)

or □ corporation, and as such, said proprietor, partner, or officer is duly authorized to make this

affidavit on behalf of said sole proprietorship, partnership, or corporation; that under the contract known as

PROJECT TITLE

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

PRINT NAME & SIGNATURE

DATE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER SEAL

STATE OF

COUNTY (OR CITY OF ST. LOUIS)

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF

YEAR

NOTARY PUBLIC SIGNATURE

MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

MO 300-1401 (05/18) FILE/Construction Contract

SECTION 005414 – AFFIDAVIT FOR AFFIRMATIVE ACTION  05/18  Page 1 of 1
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

<table>
<thead>
<tr>
<th>SPECIFIED PRODUCT</th>
<th>SUBSTITUTION REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME, BRAND</td>
<td></td>
</tr>
<tr>
<td>CATALOG NO.</td>
<td></td>
</tr>
<tr>
<td>MANUFACTURER</td>
<td></td>
</tr>
<tr>
<td>VENDOR</td>
<td></td>
</tr>
</tbody>
</table>

PREVIOUS INSTALLATIONS

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>ARCHITECT/ENGINEER</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION</td>
<td>DATE INSTALLED</td>
</tr>
</tbody>
</table>

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

SECTION 006325 – SUBSTITUTION REQUEST
07/16
### REASON FOR SUBSTITUTION


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

- [ ] YES
- [ ] NO

**IF YES, EXPLAIN**


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

- [ ] YES
- [ ] NO

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

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

### REVIEW AND ACTION

- [ ] Resubmit Substitution Request with the following additional information:

- [ ] Substitution is accepted.

- [ ] Substitution is accepted with the following comments:

- [ ] Substitution is not accepted.

### BIDDER/CONTRACTOR

**DATE**

### ARCHITECT/ENGINEER

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

(ADDRESS OF PROJECT)

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

DOES HEREBY:

1. ACKNOWLEDGE that they have been PAID IN FULL all sums due for work and materials contracted or done by their Subcontractors, Material Vendors, Equipment and Fixture Suppliers, Agents and Employees, or otherwise in the performance of the Work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.

2. RELEASE and fully, finally, and forever discharge the Owner from any and all suits, actions, claims, and demands for payment for work performed or materials supplied by Subcontractor in accordance with the requirements of the above referenced Contract.

1. REPRESENT that all of their Employees, Subcontractors, Material Vendors, Equipment and Fixture Suppliers, and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said Work, or anything done or omitted by them, or any of them in connection with the construction of said improvements, or otherwise.

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents
**MBE/WBE/SDVE Progress Report**

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

**MBE/WBE/SDVE PROGRESS REPORT**
SUBMIT WITH ALL INVOICES (PLEASE CHECK APPROPRIATE BOX BELOW)

**CONSULTANT**  **CONSTRUCTION**

<table>
<thead>
<tr>
<th>INVOICE NO.</th>
<th>PROJECT NUMBER</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tr>
</tbody>
</table>

**CHECK IF FINAL**

- [ ] FINAL

**DATE**


---

**PROJECT TITLE**


---

**PROJECT LOCATION**


---

**FIRM**


---

**TOTAL CONTRACT AMOUNT**

$  

---

**THE PERCENTAGE AND DOLLAR AMOUNT OF THIS PROJECT THAT ARE TO BE MBE/WBE/SDVE AS INDICATED IN THE ORIGINAL CONTRACT:**  

% and $  

---

<table>
<thead>
<tr>
<th>CHECK</th>
<th>MBE</th>
<th>WBE</th>
<th>SDVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM OF WORK</td>
<td>MBE WBE SDVE</td>
<td>TOTAL AMOUNT OF SUBCONTRACT</td>
<td>$ AMOUNT &amp; % COMPLETE (PAID-TO-DATE)</td>
</tr>
<tr>
<td>MBE</td>
<td>$</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>WBE</td>
<td>$</td>
<td>$</td>
<td>%</td>
</tr>
<tr>
<td>SDVE</td>
<td>$</td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

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**ORIGINAL:** Attach to ALL Progress and Final Payments

SECTION 006519.18 - MBE/WBE/SDVE Progress Report 07/16  
Page 1 of 1
STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION

AFFIDAVIT – COMPLIANCE WITH PREVAILING WAGE LAW

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

State of ________________ personally came and appeared ___________________________

(NAME)

of the

(POSITION)

(NAME OF THE COMPANY)

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

(NAME OF PROJECT)

Located at ________________________________ in ________________________________ County

(NAME OF THE INSTITUTION)

Missouri, and completed on the _______ day of _______ 20___

SIGNATURE

NOTARY INFORMATION

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

FILE: Closeout Documents
# GENERAL CONDITIONS

## INDEX

### ARTICLE:

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

2. Owner/Designer Responsibilities

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

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

5. Construction and Completion
   5.1. Construction Commencement
   5.2. Project Construction
   5.3. Project Completion
   5.4. Payments

6. Bond and Insurance

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.


8. “INCIDENTAL JOB BURDENS”: Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.

9. "JOINT VENTURE": An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.

10. "OWNER": Whenever the term “Owner” is used, it shall mean the State of Missouri.

11. “PROJECT”: Wherever the term “Project” is used, it shall mean the work required to be completed by the construction contract.


13. "SUBCONTRACTOR": Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.

14. "WORK": Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.


ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

A. In case of discrepancy between drawings and specifications, specifications shall govern. Should discrepancies in architectural drawings, structural drawings and mechanical drawings occur, architectural drawings shall govern and, in case of
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:

1. Employment, upgrading, demotion and transfer;
2. Recruitment or recruitment advertising;
3. 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 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 negotiated, and may vary according to the nature, extent, and complexity of the work involved. However, the overhead and profit for the Contractor or subcontractor actually performing the work shall not exceed 14%. When one or more tiers of subcontractors are used, in no event shall any Contractor or subcontractor receive as overhead and profit more than 3% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the Owner on any Contract Changes exceed twenty percent (20%) of the cost of materials, labor and equipment (exclusive of Contractor or any Subcontractor overhead and profit) necessary to put the contract change work in place.

3. The Contractor will be allowed to add the cost of bonding and insurance to their cost of work. This bonding and insurance cost shall not exceed 2% and shall be allowed on the total cost of the added work, including overhead and profit.

4. On proposals covering both increases and decreases in the amount of this contract, the application of overhead and profit shall be on the net change in the cost of the work.

5. The percentage for overhead and profit to be credited to the Owner on Contract Changes that are solely decreases in the quantity of work or materials shall be negotiated, and may vary according to the nature, extent and complexity of the work involved, but in no case shall be less than ten percent (10%). If the percentage for overhead and profit charged for work added by Contract Changes for this contract has been negotiated to less than 10%, the negotiated rate shall then apply to credits as well.

E. No claim for an addition to this contract sum shall be valid unless authorized as aforesaid in writing by the Owner. In the event that none of the foregoing methods are agreed upon, the Owner may order the Contractor to perform work on a time and material basis. The cost of such work shall be determined by the Contractor's actual labor and material cost to perform the work plus overhead and profit as outlined herein. The Designer and Construction Representative shall approve the Contractor's daily time and material invoices for the work involved.

F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner’s Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.

G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner’s Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:

1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR

2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR

3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.

B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:

1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 012100-Allowances, OR

2. Labor strikes or acts of God occur, OR

3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.

C. No time extension or compensation will be provided for delays caused by or within the control
of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.

D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner’s Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by the Contractor of any claim. Requests for extensions of time shall be for working days only.

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

A. Upon receipt of the "Intent to Award" letter, the Contractor must submit the following properly executed instruments to the Owner:

1. Contract;
2. Performance/payment bond as described in Article 6.1;
3. Certificates of Insurance, or the actual policies themselves, showing that the Contractor has obtained the insurance coverage required by Article 6.2.

Above referenced items must be received by the Owner within ten (10) working days after the effective date of the contract. If not received, the Owner may treat the failure to timely submit them as a refusal by the Contractor to accept a contract for this work and may retain as liquidated damages the Contractor's bid bond, cashier's check or certified check as provided in the Instructions to Bidders. Upon receipt the Owner will issue a "Notice to Proceed" with the work to the Contractor.

B. Within the time frame noted in Section 013200 – Schedules, following receipt of the "Notice to Proceed", the Contractor shall submit to the Owner a progress schedule and schedule of values, showing activities through the end of the contract period. Should the Contractor not receive written notification from the Owner of the disapproval of the schedule of values within fifteen (15) working days, the Contractor may consider it approved for purpose of determining when the first monthly Application and Certification for Payment may be submitted.

C. The Contractor may commence work upon receipt of the Division of Facilities Management, Design and Construction’s "Notice to Proceed" letter. Contractor shall prosecute the work with faithfulness and energy, and shall complete the entire work on or before the completion time stated in the contract documents or pay to the Owner the damages resulting from the failure to timely complete the work as set out within Article 5.4.

ARTICLE 5.2 -- PROJECT CONSTRUCTION

A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 013200 – Schedules.

B. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any worker, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

ARTICLE 5.3 -- PROJECT COMPLETION

A. Substantial Completion. A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner’s ability to use the Project for its intended purpose.

1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
   a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the “Contractor’s Punch.”
   b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
   c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working
2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.

3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer’s and Owner’s costs of re-inspection, including time and travel.

B. Partial Occupancy. Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner’s best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.

C. Final Completion. The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contractor to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor’s estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 150% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 5.3 FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.

D. Liquidated Damages. Contractor agrees that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in this contract for each work day after the Contract Completion Day on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.

E. Early Completion. The Contractor has the right to finish the work before the contract completion date; however, the Owner assumes no liability for any hindrances to the Contractor unless Owner caused delays result in a time extension to the contract completion date. The Contractor shall not be entitled to any claims for lost efficiencies or for delay if a Certificate of Substantial Completion is given on or before the Contract Completion Date.

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

1. Updated construction schedule
2. Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project

B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.

C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.

D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:

1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
2. Delivery is made in accordance with the time frame on the approved schedule.
3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.

4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.

E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:

1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
2. Materials stored in one location off site are valued in excess of $25,000.
3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
4. The materials are stored in a facility approved and inspected, by the Construction Representative.
5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.

F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or
items. The cost of corrective action(s) shall be borne by the Contractor.

2. A reasonable doubt that this contract can be completed for the unpaid balance.

3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.

4. Failure of the Contractor to update the construction schedule.

When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.

H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.

1. Where the specifications provide for the performance by the Contractor of certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial. Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.

2. The final payment shall not become due until the Contractor delivers to the Construction Representative:

a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.

b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor

c) Certified copies of all payrolls

d) As-built drawings

3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.

4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his subcontractors within fifteen calendar days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.

5. The value of all unused unit price allowances and/or 150% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

A. Contractor shall furnish a performance/payment bond in an amount equal to 100% of the contract price to guarantee faithful performance of the contract and 100% of the contract price to guarantee the payment of all persons performing labor on the project and furnishing materials in connection therewith under this contract as set forth in the standard form of performance and payment bond included in the contract documents. The surety on such bond shall be issued by a surety company authorized by the Missouri Department of Insurance to do business in the state of Missouri.

B. All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.
ARTICLE 6.2 – INSURANCE

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

B. Minimum Scope and Extent of Coverage

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

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

2. Automobile Liability
   Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".

3. Workers' Compensation and Employer's Liability
   Statutory Workers' Compensation Insurance for Missouri and standard Employer's Liability Insurance, or the authorization to self-insure for such liability from the Missouri Division of Workers’ Compensation.

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

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

C. Minimum Limits of Insurance

1. General Liability
   Contractor
   $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage
   $2,000,000 annual aggregate

2. Automobile Liability
   $2,000,000 combined single limit per occurrence for bodily injury and property damage

3. Workers' Compensation and Employers Liability
   Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of $1,000,000 limit per accident for Employer's Liability.
   General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.

D. Deductibles and Self-Insured Retentions

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions, as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing
payment of losses and related investigations, claims administration, and defense expenses.

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:
   1. If the Contractor shall file for bankruptcy, or should make a general assignment for the benefit of the creditors, or if a receiver should be appointed on account of insolvency, or if the contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this contract, then the Owner may serve notice on the Contractor and the surety setting forth the violations and demanding compliance with this contract. Unless within ten (10) consecutive calendar days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the Owner may suspend the Contractor's right to proceed with the work or terminate this contract.
   2. In the event the Owner suspends Contractor's right to proceed with the work or terminates the contract, the Owner may demand that the Contractor's surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety's failure or refusal to do so within ten (10) consecutive calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.

B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.

C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director, such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.

D. In exercising Owner's right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the work.

E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.

F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

ARTICLE 7.3 -- FOR CONVENIENCE

A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner's convenience. Notification of a termination or suspension shall be in writing
and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.

B. Upon receipt of notification, the Contractor shall:

1. Cease operations when directed.

2. Take actions to protect the work and any stored materials.

3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.

4. Terminate all existing subcontracts, rentals, material, and equipment orders.

5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.

6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.
SECTION 007300 - SUPPLEMENTARY CONDITIONS

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

2.0 CONTACTS:
Designer: Theodore Pruess, PE  
TAP ENGINEERS LLC  
1427 Missouri Avenue  
St. Louis, Missouri  63104  
Telephone: (314) 378-9731  
Email: tpruess@tapengr.com

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

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

Contract Specialist: Mandy Roberson  
Division of Facilities Management, Design and Construction  
301 West High Street, Room 730  
Jefferson City, Missouri  65102  
Telephone: (573) 522-0074  
Email: 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 6 complete sets of drawings and specifications at no charge.
B. The Owner will furnish the Contractor with approximately 6 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. 27
Section 016
CAPE GIRARDEAU 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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: ____________________________ March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations
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*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title.

Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.
**Heavy Construction Rates for CAPE GIRARDEAU County**

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<td>Truck Control Service Driver</td>
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<td>Group III</td>
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<td>Group IV</td>
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</table>

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

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

*The Division of Labor Standards received less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.
OVERTIME
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.
PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. The Project consists of work on selected areas of the Bollinger Mill State Historic Site.
   1. Project Location: Bollinger Mill State Historic Site, Burfordville, Missouri.
   2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, 301 West High Street, Jefferson City, Missouri 65102.

B. Contract Documents, dated December 1, 2020 were prepared for the Project by TAP Engineers LLC, 1427 Missouri Ave, St. Louis, MO 63104.

C. The Work consists of the restoration of selected portions of the Bollinger Mill building and the retaining walls both upstream and downstream of the building. The existing dam and covered bridge are not included in this project.
   1. The Work includes the following major components:
      a. Employ a registered land surveyor to record the existing ground elevations in the project area, and to monitor the mill building and bridge abutments while the cofferdam is in place.
      b. Locate existing plumbing and electric lines in the project area, remove as required, and replace with new lines.
      c. Removal and temporary storage of the existing stones removed from the existing stone retaining walls along the river on the north and south sides of the mill building.
      d. The construction of retaining walls upstream and downstream of the mill building. These retaining walls will be constructed behind the location of the existing stone walls, and will consist of cast-in-place drilled piers, cast-in-place concrete deadman anchors, and cast-in-place concrete tension ties connecting these two components.
      e. Re-installation of the original retaining wall stones on the face of the new concrete retaining walls.
      f. Construction of a temporary cofferdam in the river around the work area to allow dewatering of the river area around Bollinger Mill and retaining walls.
      g. The temporary removal of the existing stone retaining walls along the river. This stone will be reused.
      h. The construction of a concrete wall across the river side of the drilled pier retaining walls.
      i. The re-installation of the existing stone retaining walls as facing on the drilled pier retaining walls. Additional stone may be required.
      j. Repointing stone masonry walls inside and outside of the forebay of the mill building.
      k. The removal and disposal of silt inside the forebay and in the headrace channel.
      l. The rebuilding of the headrace and tailrace gates and supporting concrete below the gates.
      m. Contractor design and installation of new gearing to replace existing gearing of the existing gearing lift mechanism at the headrace gate. This gearing is located outside the mill building.
      n. Contractor design of a new gearing lift mechanism for the tailrace gate. This mechanism will be located inside the mill building.
o. Repair of stone masonry walls on the mill building below the normal river level. Additional stone may be required to replace missing stones.
p. Dewatering of the forebay and repair of stone masonry walls outside and inside the forebay.
q. Construction of a new 6 inch slab-on-grade in the forbay.
r. Construction of a concrete slab with stop blocks in the headrace channel to support the trash grate.
s. Removal and disposal of the existing foot bridge across the headrace channel.
t. Construction of a new footbridge across the headrace channel.
u. Temporary removal of the existing trash grate, construction of an extension to the existing trash grate, and reinstallation of the modified trash grate.
v. Repair of a small area of brick masonry at the second story on the south side of the mill.
w. Construction of a wood guard rail fence behind both the upstream and downstream retaining walls.
x. Temporary relocation of the existing wood access ramp to the mill building.
y. Relocation of water and electric lines in the project area.
z. Construction of a new concrete slab-on-grade within the forebay.

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

1.2 DESIGNER’S ESTIMATE OF CONSTRUCTION COST RANGE

A. The project designer has prepared this cost estimate range. It is intended to provide a range of costs for this project. The project construction costs are estimated to be between $2,110,000 and 2,900,000.

1.3 WORK SEQUENCE

A. The Work will be completed in one phase.

B. The work on the north side of the building will be completed first.

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.

1.6 CONSTRUCTION RESTRICTIONS

A. The Missouri Department of Conservation has imposed a restriction on in-stream work due to fish spawning. The restriction period is from February 01 to May 31. The cofferdam may not be constructed or removed during this period. Work inside the cofferdam may proceed during this period. See Appendix E for additional information.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 011000
PART 1 - GENERAL

1.1 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 Contract Change.

B. Types of allowances include the following:
   1. Weather allowances.
   2. Historic Review allowances.
   3. Archeological Review allowances.

1.2 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 Contract Change time extension will be executed for “bad weather” days, as defined above, encountered during the remainder of the Project.
1.3 HISTORIC REVIEW ALLOWANCE

A. Included within the completion period for this project are a specified number of Historic Review Days (see Schedule of Allowances).

B. The State Historic Preservation Office has a 5 working day turnaround time to review if they perceive any adverse affects of the cofferdam construction on the dam and mill building.

C. The State Historic Preservation Office has an additional 5 working day turnaround time to review changes made to the cofferdam in response to their first review.

D. Once this allowance is depleted, a no cost Contract Change time extension will be executed for additional Historic Review days, as defined above, encountered during the remainder of the Project.

E. Adverse effects are defined in 36 CFR 800.9 as:

1. An undertaking is considered to have an adverse effect when the effect on a historic property may diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association. Adverse effects on historic properties include, but are not limited to:

   a. Physical destruction, damage, or alteration of all or part of the property (limited to the mill and the dam in this project);

1.4 ARCHEOLOGICAL REVIEW OF EXCAVATIONS

A. The state will employ an archeologist to observe any excavations outside the mill building. The state archeologist may request the contractor to pause work for 10 working days if any archeological find is uncovered.

B. Once this allowance is depleted, a no cost Contract Change time extension will be executed for additional Historic Review days, as defined above, encountered during the remainder of the Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

A. Weather Allowance:

1. Included within the completion period for this Project are 24 “bad weather” days.

B. Historic Review Allowance:

1. Included within the completion period for this Project are 5 working days for Historic Review of proposed construction activities.
C. Archeological Examination:

1. Included within the completion period for this Project are 10 working days for archeological examinations.

END OF SECTION 012100
SECTION 012200 – UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Unit Prices.

B. Related Sections include the following:
   1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Contract Changes.

1.2 DEFINITIONS

A. Unit Price is an amount proposed by bidders, stated on the Bid Form Attachment 004322, which states a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

A. Unit Prices include all necessary material plus cost for delivery, installation, insurance, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of Unit Prices. Methods of measurement and payment for Unit Prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of Work in-place that involves use of established Unit Prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list of Unit Prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each Unit Price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1 – Offsite acquisition and installation of 12” thick face stone for the Mill building foundation.
   1. Description: Acquisition and installation of replacement stone to match the existing stone in stone type, color, and texture according to Division 4 Section "040140 Maintenance of Stone Assemblies."
   2. Unit of Measurement: Square Feet of vertical face
   3. Base Bid Quantity: 100 square feet
B. Unit Price No. 2 - Offsite acquisition and installation of 12” thick face stone for the upstream and downstream retaining walls.
   1. Description: Acquisition and installation of replacement stone to match the existing stone in stone type, color, and texture according to Division 4 Section "040140 Maintenance of Stone Assemblies."
   2. Unit of Measurement: Square Feet of vertical face.
   3. Base Bid Quantity: 0 square feet

C. Unit Price No. 3 – Drilled Piers in dirt & shale.
   1. Description: Additional drilling, reinforcing steel, and concrete placement according to Division 31 Section "316329 Drilled Concrete Piers and Shafts."
   2. Unit of Measurement: Vertical Feet.
   3. Base Bid Quantity: 442 vertical feet

D. Unit Price No. 4 – Drilled Piers in rock.
   1. Description: Additional drilling, reinforcing steel, and concrete placement according to Division 31 Section "316329 Drilled Concrete Piers and Shafts."
   2. Unit of Measurement: Vertical Feet.
   3. Base Bid Quantity: 51 vertical feet

E. Unit Price No. 5 - Repointing Mill Building Stone Foundation Walls. This includes tuckpointing both inside and outside the mill building See Drawings for locations:
   1. Description: Repointing of stone foundation walls according to Division 3 Section "040140 Maintenance of Stone Assemblies."
   2. Unit of Measurement: Surface Square Feet.
   3. Base Bid Quantity: 700 square feet

END OF SECTION 012200
PART 1 - GENERAL

1.1 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 0, Section 007213, Article 3.1 "Acceptable Substitutions" for administrative procedures for handling Requests for Substitutions made after Contract award.
   4. Division 0, Section 007213, Article 4.0 "Changes in the Work" for Contract Change requirements.

1.2 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 Contract Change 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.
1.3 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).

1.4 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 Contract Change Detailed Breakdown form. Subcontractors may use the appropriate Contract Change 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.

1.5 CONTRACT CHANGE PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REFERENCED FORMS

A. The following forms can be found on our website at [oa.mo.gov/fmde/dc/aeforms.htm](http://oa.mo.gov/fmde/dc/aeforms.htm) or [oa.mo.gov/fmde/dc/contractorforms.htm](http://oa.mo.gov/fmde/dc/contractorforms.htm):

1. Request for Information
2. Designer’s Supplemental Instructions
3. Request for Proposal
4. Contract Change
5. Contract Change Detailed Breakdown – SAMPLES
6. Contract Change Detailed Breakdown – General Contractor (GC)
7. Contract Change Detailed Breakdown – Subcontractor (SUB)

END OF SECTION 012600
SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Projects including, but not limited to, the following:
   1. Coordination Drawings.
   2. Administrative and supervisory personnel.
   3. Project meetings.

B. Each Contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific Contractor.

C. Related Sections include the following:
   1. Division 013216, Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
   3. Article 5.4.H of Section 007213 "General Conditions" for coordinating Closeout of the Contract.

1.2 COORDINATION

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

B. Coordination: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.

   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components including mechanical and electrical.
C. Prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other Contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Startup and adjustment of systems.
8. Project Closeout activities.

E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.3 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

B. Key Personnel Names: Within fifteen (15) work days of starting construction operations, submit a list of key personnel assignments including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.4 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 Contract Changes
   e. Purchases
   f. Deliveries
   g. Submittals
   h. Review of mockups
   i. Possible conflicts
   j. Compatibility problems
   k. Time schedules
   l. Weather limitations
   m. Manufacturer's written recommendations
   n. Warranty requirements
   o. Compatibility of materials
   p. Acceptability of substrates
   q. Temporary facilities and controls
   r. Space and access limitations
   s. Regulations of authorities having jurisdiction
   t. Testing and inspecting requirements
   u. Installation procedures
v. Coordination with other Work
w. Required performance results
x. Protection of adjacent Work
y. Protection of construction and personnel
3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
6. Revise paragraph below if Project requires holding progress meetings at different intervals. Insert special intervals such as "every third Tuesday" to suit special circumstances.
7. Project name
8. Name and address of Contractor
9. Name and address of Designer
10. RFI number including RFIs that were dropped and not submitted
11. RFI description
12. Date the RFI was submitted
13. Date Designer's response was received
14. Identification of related DSI or Proposal Request, as appropriate

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Division 1, Section 013300 - Submittals

C. Division 1, Section 012600 – Contract Modification Procedures

1.2 SUMMARY

A. Project Management Communications: The Contractor shall use the Internet web based project management communications tool, E-Builder® ASP software, and protocols included in that software during this project. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

1. Project management communications is available through E-Builder® as provided by "e-Builder®" in the form and manner required by the Owner.

2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited

B. Support: E-Builder® will provide on-going support through on-line help files.

C. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties’ obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.

D. Purpose: The intent of using E-Builder® is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files

E. Authorized Users: Access to the web site will be by individuals who are authorized users.

1. Individuals shall complete the E-Builder New Company/User Request Form located at the following web site: https://oa.mo.gov/facilities/vendor-links/contractor-forms.
Completed forms shall be emailed to the following email address: OA.FMDCE-BuilderSupport@oa.mo.gov.

2. Authorized users will be contacted directly and assigned a temporary user password.
3. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.

F. Administrative Users: Administrative users have access and control of user licenses and all posted items. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE! Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

G. Communications: The use of fax, email and courier communication for this project is discouraged in favor of using E-Builder® to send messages. Communication functions are as follows:

1. Document Integrity and Revisions:
   a. Documents, comments, drawings and other records posted to the system shall remain for the project record. The authorship time and date shall be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp shall be the method used to make modifications or corrections.
   b. The system shall make it easy to identify revised or superseded documents and their predecessors.
   c. Server or Client side software enhancements during the life of the project shall not alter or restrict the content of data published by the system. System upgrades shall not affect access to older documents or software.

2. Document Security:
   a. The system shall provide a method for communication of documents. Documents shall allow security group assignment to respect the contractual parties communication except for Administrative Users. DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!

3. Document Integration:
   a. Documents of various types shall be logically related to one another and discoverable. For example, requests for information, daily field reports, supplemental sketches and photographs shall be capable of reference as related records.

4. Reporting:
   a. The system shall be capable of generating reports for work in progress, and logs for each document type. Summary reports generated by the system shall be available for team members.

5. Notifications and Distribution:
   a. Document distribution to project members shall be accomplished both within the extranet system and via email as appropriate. Project document distribution to parties outside of the project communication system shall be
accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

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

H. Record Keeping: Except for paper documents, which require original signatures and large format documents (greater than 8½ x 11 inches), all other 8½ x 11 inches documents shall be submitted by transmission in electronic form to the E-Builder® web site by licensed users.
   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\(^1\) 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\(^2\) 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

\(^1\) The normal work location is the place where the user is assigned for more than one-half of his time working on this project.

\(^2\) The minimum system herein will not be sufficient for many tasks and may not be able to process all documents and files stored in the E-Builder® Documents area.
PART 1 - GENERAL

1.1 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 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.

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 01 21 00 – 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.
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.
10. Adjusting.
11. Curing.
12. Startup and placement into final use and operation.

D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a “major area” is a story of construction, a separate building, or a similar significant construction element.

1. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Structural Completion.
   b. Permanent space enclosure.
   c. Completion of mechanical installation.
   d. Completion of the electrical portion of the Work.
   e. Substantial Completion.

3.3 SCHEDULE OF SUBMITTALS

A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 01 13 00 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
PART 1 - GENERAL

1.1 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.
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. Notification, 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.

1.2 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

1.3 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. Include 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 8-1/2 by 11 inches but no larger than 36 by 48 inches.

1.4 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. Include 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.

1.5 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. Include 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 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 on-site 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.

1.6 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 week prior to submitting.
4. The Contractor shall take four site photographs from differing directions and a minimum of five interior photographs indicating the relative progress of the work.

1.7 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 and this and other sections of the Contract Documents.

PART 2 - PRODUCTS (Not Applicable)
PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

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

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<tr>
<th>SECTION</th>
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<td>012100</td>
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<td>Progress schedule-Archeology Review delays</td>
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END OF SECTION 013300
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.

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.

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS
   A. The Contractor shall take all necessary precautions to guard against and eliminate possible
      fire hazards.
      1. Onsite burning is prohibited.
      2. The Contractor shall store all flammable or hazardous materials in proper
         containers located outside the buildings or offsite, if possible.
      3. The Contractor shall provide and maintain, in good order, during construction fire
         extinguishers as required by the National Fire Protection Association. In areas of
         flammable liquids, asphalt, or electrical hazards, 15-pound carbon dioxide or 20-
         pound dry chemical extinguishers shall be provided.
   B. The Contractor shall not obstruct streets or walks without permission from the Owner’s
      Construction Representative and Facility Representatives.
C. The Contractor’s personnel shall not exceed the speed limit of 15 mph while at the Facility unless otherwise posted.

D. The Contractor shall take all necessary, reasonable measures to reduce air and water pollution by any material or equipment used during construction. The Contractor shall keep volatile wastes in covered containers, and shall not dispose of volatile wastes or oils in storm or sanitary drains.

E. The Contractor shall keep the project site neat, orderly, and in a safe condition at all times. The Contractor shall immediately remove all hazardous waste, and shall not allow rubbish to accumulate. The Contractor shall provide onsite containers for collection of rubbish and shall dispose of it at frequent intervals during the progress of the Work.

F. Fire exits, alarm systems, and sprinkler systems shall remain fully operational at all times, unless written approval is received from the Owner’s Construction Representative and the appropriate Facility Representative at least twenty-four (24) hours in advance. The Contractor shall submit a written time schedule for any proposed shutdowns.

G. For all hazardous materials brought onsite, Material Safety Data Sheets shall be on site and readily available upon request at least a day before delivery.

H. Alcoholic beverages or illegal substances shall not be brought upon the Facility premises. The Contractor’s workers shall not be under the influence of any intoxicating substances while on the Facility premises.

3.3 DISRUPTION OF UTILITIES

A. The Contractor shall give a minimum of seventy-two (72) hours written notice to the Construction Representative and the Facility Representative before disconnecting electric, gas, water, fire protection, or sewer service to any building.

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

END OF SECTION 013513.31
SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL.

1.1 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.

B. Temporary utilities include, but are not limited to, the following:

1. Water service and distribution.
2. Temporary electric power and light.
3. Temporary heat.
4. Ventilation.
5. Telephone service.
6. Sanitary facilities, including drinking water.
7. Storm and sanitary sewer.

C. Support facilities include, but are not limited to, the following:

1. Field offices and storage sheds.
2. Temporary roads and paving.
3. Dewatering facilities and drains.
4. Temporary enclosures.
5. Hoists and temporary elevator use.
6. Temporary project identification signs and bulletin boards
7. Waste disposal services.
8. Rodent and pest control
9. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities include, but are not limited to, to following:

1. Temporary fire protection.
2. Barricades, warning signs, and lights.
3. Sidewalk bridge or enclosure fence for the site.
4. Environmental protection.

1.2 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.

1.3 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations including, but not limited to, the following:

1. Building code requirements.
2. Health and safety regulations.
3. Utility company regulations
4. Police, fire department and rescue squad rules.
5. Environmental protection regulations.


1. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 “National Electric Code.”

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

1.4 PROJECT CONDITIONS

A. 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 on-site.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry”.

1. For 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 inch (9.5 mm) thick exterior plywood.
3. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8 inch (16 mm) thick exterior plywood.
4. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
5. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
6. For interior walls of temporary offices, provide 2 quarts interior latex-flat wall paint.

C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

D. Water: Provide potable water approved by local health authorities.
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. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110 to 120 Volt 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.

C. 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.

D. 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.

E. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.

F. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

G. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

H. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.

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

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to the site where the Owner’s easements cannot be used for that purpose.
4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Contract Change.

B. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.

1. Install electric power service underground, except where overhead service must be used.
2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.

C. Temporary Lighting: When overhead floor or roof deck has been installed, provide temporary lighting with local switching.

1. Install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system. Provide temporary lighting that will provide adequate illumination for construction operations and traffic conditions.

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: Install self-contained toilet units. Use of pit-type privies will not be permitted. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project’s needs.

1. Shield toilets to ensure privacy.
2. Provide separate facilities for male and female personnel.
3. Provide toilet tissue materials for each facility.
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: Provide drinking-water fountains where indicated, including paper cup supply.

H. Add any other temporary facilities as required. Add janitorial services if required. Add gas or other utility services as required. Add ventilation or humidity control as required.

I. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

3.3 SUPPORT FACILITIES INSTALLATION

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

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

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

1. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table, plan rack, and a 6-shelf bookcase.
2. Equip with a water cooler.

C. Storage facilities: Install storage sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.

D. Storage Facilities: The Owner will provide storage on site as designated by the facility representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.

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

F. 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.
G. 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.

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

I. 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 7 days during normal weather or 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.

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

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.

B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

C. 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.

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. Compete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the Contractor’s property. The Owner reserves the right to take possession of project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances, as required by the governing authority.
3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
   a. Replace air filters and clean inside of ductwork and housing.
   b. Replace significantly worn parts and parts subject to unusual operating conditions.
   c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 015000
SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 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, in the river and tributary streams, or on the ground.

2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General

1. Retain all stored items in an orderly arrangement allowing maximum access, not impending drainage or traffic, and providing the required protection of materials.

2. Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

3. At least once each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.

4. Provide adequate storage for all items awaiting removal from the job site, 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 on the site. 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.

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. 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.
9. Leave the Project clean and ready for occupancy.

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

D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after Final Acceptance by the Owner, they become the Owner’s property.

END OF SECTION 017400
SECTION 022100 SITE SURVEY

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Provide topographic surveys of the work area at the start of and at the completion of construction.

B. Provide record photographs of the existing mill and bridge prior to the start of construction.

C. Survey the mill building and covered bridge west abutment during the dewatering and while the cofferdam is in place.

1.2 QUALITY CONTROL

A. Employ a land surveyor licensed in the State of Missouri as a Licensed Land Surveyor.

1.3 DELIVERABLE

A. Provide the owner with a record copy of each survey in electronic PDF format, electronic Autoad format, and hard copies. Autocad electronic copy should be in conformance with State of Missouri Facilities Management, Design and Construction standards.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TOPOGRAPHIC SURVEY

A. Prior to the start of construction, perform a topographic site survey of the work areas on the north and south sides of the mill building. The survey area is to extend from the road on the west side of the mill building to the retaining wall on the west side of the river, and from the Covered Bridge on the north to the south end of the work area.

B. Locate the mill building, trees, existing retaining wall and stairs, and water outlets. Provide spot elevations of the tops of the existing stone retaining walls.

C. Contour interval 12 inches.

D. After completion of the work, perform a topographic site survey of finished grades, and locate buried utilities on the topographic survey.

3.2 RECORD PHOTOGRAPHS

A. Provide record photographs showing the condition of all four sides of the building prior to the start on construction.
3.3 SURVEYS DURING DEWATERING

A. Prior to dewatering, engage a qualified land surveyor or professional engineer to provide benchmarks and survey and record the exact locations (vertically and horizontally, of the following:

1. Mill building at the corners and at third points along the mill walls at the top of the stone foundations walls.

2. Covered Bridge west abutment and north and south sides.

B. During dewatering and while the cofferdam is in place, survey benchmarks at 7 day intervals maintaining an accurate log of surveyed benchmarks for comparison with original elevations.

C. Promptly notify the Owner and Engineer if changes in elevations or plan locations occur, or if cracks, sags, or other damage is evident on the mill building or bridge.

END OF SECTION 022100
SECTION 022113.23 – ARCHEOLOGY SURVEYS

PART 1 - GENERAL

1.1 SUMMARY

1. The owner will furnish an archeologist to monitor excavations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PROCEDURES FOR UNANTICIPATED DISCOVERY OF ARCHEOLOGICAL MATERIALS

A. If during the course of work, any objects or remains of potential historical, archaeological, or scientific significance are unexpectedly encountered, the following actions shall be undertaken to ensure compliance with state and federal laws, as applicable:

1. Work shall be suspended within a 50 foot radius of the discovery to prevent further disturbance or unauthorized removal of such items;
2. The Missouri State Parks Cultural Resource Management (CRM) Section shall be notified immediately (Michael Ohnersorgen, Archaeologist, 573-751-8258; Kim Dillon, CRM Section Chief, 573-526-0976);
3. Sufficient action shall be taken to secure and protect the integrity of the discovery without further damaging or disturbing it.

B. CRM, shall, as appropriate, contact and consult with the State Historic Preservation Office (SHPO), appropriate federal agencies and/or landowners, and relevant tribal authorities, and determine an appropriate course of action for removal, treatment, or preservation of such remains. Work in the vicinity of any such discovery may be suspended until such a determination is made and/or until salvage is accomplished

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 on the site. Re-stack, tidy, or otherwise service all material arrangements.
3. Maintain the site in a neat and orderly condition at all times.

C. Such objects or remains may include, but are not limited to, ruins, buildings or structural remains, artifacts or relics (e.g., arrowheads, pottery, historic metal or glass), fossils, or unusual soil discolorations or deposits that might indicate a cultural feature, such as a cooking hearth), or other objects of antiquity that may have significance from a historical or scientific standpoint. If you are unsure about potential remains, please suspend work and contact CRM to identify and provide guidance.
3.2 PROCEDURES FOR UNANTICIPATED DISCOVERY OF HUMAN REMAINS

A. If, during the course of work, any human skeletal remains or unmarked human burials are unexpectedly encountered, the following actions shall be undertaken to ensure compliance with state and federal laws, as applicable.

1. Work shall be suspended within a 50 foot radius of the discovery to prevent further disturbance or unauthorized removal of such items;
2. The land owner shall be contacted immediately and informed, and the Missouri State Parks Cultural Resource Management (CRM) Section shall be notified immediately (Michael Ohnersorgen, Archaeologist, 573-751-8258; Kim Dillon, CRM Section Chief, 573-526-0976);
3. Sufficient action shall be taken to secure and protect the integrity of the discovery without further damaging or disturbing it.

B. The land owner or CRM shall contact the County Sheriff to determine if the site is an active crime scene. If the appropriate law enforcement officials determine the site is not an active crime scene, the owner or CRM will contact and inform the SHPO, appropriate federal agencies, and relevant tribal authorities to determine an appropriate course of action. Work in the vicinity of any such discovery may be suspended until such a determination is made and appropriate action has been completed.

END OF SECTION 022113.23
SECTION 022114 - PROCEDURES FOR UNANTICIPATED DISCOVERIES

PROCEDURES FOR UNANTICIPATED DISCOVERY OF ARCHEOLOGICAL MATERIALS

If, during the course of work, any objects or remains of potential historical, archaeological, or scientific significance are unexpectedly encountered, the following actions shall be undertaken to ensure compliance with state and federal laws, as applicable:

- Excavation work shall be suspended to prevent further disturbance or unauthorized removal of such items; work inside the mill may continue.

- The Missouri State Parks Cultural Resource Management (CRM) Section shall be notified immediately (Michael Ohnersorgen, Archaeologist, 573-751-8258; Kim Dillon, CRM Section Chief, 573-526-0976);

- Sufficient action shall be taken to secure and protect the integrity of the discovery without further damaging or disturbing it.

CRM shall, as appropriate, contact and consult with the State Historic Preservation Office (SHPO), appropriate federal agencies and/or landowners, and relevant tribal authorities, and determine an appropriate course of action for removal, treatment, or preservation of such remains. Work in the vicinity of any such discovery may be suspended until such a determination is made and/or until salvage is accomplished.

*Such objects or remains may include, but are not limited to, ruins, buildings or structural remains, artifacts or relics (e.g., arrowheads, pottery, historic metal or glass), fossils, or unusual soil discolorations or deposits that might indicate a cultural feature, such as a cooking hearth), or other objects of antiquity that may have significance from a historical or scientific standpoint. If you are unsure about potential remains, please suspend work and contact CRM to identify and provide guidance.

PROCEDURES FOR THE UNANTICIPATED DISCOVERY OF HUMAN REMAINS

If, during the course of work, any human skeletal remains or unmarked human burials are unexpectedly encountered, the following actions shall be undertaken to ensure compliance with state and federal laws, as applicable:

- Excavation work shall be suspended to prevent further disturbance or unauthorized removal of such items; work inside the mill may continue.

- The land owner shall be contacted immediately and informed, and the Missouri State Parks Cultural Resource Management (CRM) Section shall be notified immediately (Michael Ohnersorgen, Archaeologist, 573-751-8258; Kim Dillon, CRM Section Chief, 573-526-0976);

- Sufficient action shall be taken to secure and protect the integrity of the discovery without further damaging or disturbing it.

The land owner or CRM shall contact the County Sheriff to determine if the site is an active crime scene. If the appropriate law enforcement officials determine the site is not an active crime scene, the owner or CRM will contact and inform the SHPO, appropriate federal agencies, and relevant tribal authorities to...
determine an appropriate course of action. Work in the vicinity of any such discovery may be suspended until such a determination is made and appropriate action has been completed.
SECTION 029200-LAWNS AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division Specification sections, and the Approved DNR Land Disturbance Permit, apply to the Work specified in this Section.

1.2 DESCRIPTION OF WORK

A. Furnish all materials, labor, equipment and services necessary to perform all Work.

B. Work included in this Section includes clearing of weeds, seed bed preparation, installation of erosion control fabric and seeding operations required for seeding of the areas shown on Drawings.

1.3 SPECIFICATIONS AND STANDARDS


PART 2 - PRODUCTS

2.1 SEED

A. All seed shall be furnished in sealed, standard containers, unless otherwise approved. Seed which has become wet, moldy, or otherwise damaged will not be acceptable.

B. Each container of seed shall be fully labeled in accordance with the Federal Seed Act and seed certifications shall be signed and made part of seed invoices.

C. Seed shall be Fescue, 97 percent pure live seed

D. Invoices and tags for seed shall show type furnished. Upon acceptance of the seeded areas, a final check of total quantities of seed used will be made against total area seeded and if minimum rates of application or specified quantities have not been met, the Architect will require distribution of additional quantities of these materials to make up minimum application specified.

2.2 FERTILIZER

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

1. 12 percent available nitrogen
2. 12 percent available phosphoric acid
3. 12 percent available potash
B. Fertilizer application rates shall be 600 pounds per acre.

C. Invoices for fertilizer shall show grade furnished. Upon acceptance of the seeded areas, a final check of total quantities of fertilizer used will be made against total area seeded and if minimum rates of application or specified quantities have not been met, the Architect will require distribution of additional quantities of these materials to make up minimum application specified.

2.3 EROSION CONTROL FABRIC

A. Fabric shall be “Soil Saver” as is distributed by Jim Walls Company in Dallas, Texas (214) 239-8577; or “Curlex Blankets” as is distributed by Americal Excelsior Company in North Kansas City, Missouri (816) 842-3034; or approved equal.

2.4 STAPLES

A. Staples shall be a No. 11 gauge steel wire formed into a “U” shape, 6 inches long.

PART 3 - EXECUTION

3.1 GROUND PREPARATION

A. General: the ground areas are to be seeded and fertilized as indicated on the Drawings and/or as specified herein. Equipment necessary for the proper preparation of the ground surface and for handling and placing all required materials shall be on hand, in good condition and shall be approved before the Work is started.

B. Clearing: Prior to tillage, seeding or other specified operations, all vegetation which might interfere with the indicated treatment of the areas shall be mowed, grubbed, raked and the debris removed from the site. Prior to or during grading and tillage operations, the ground surface shall be cleared of materials which might hinder final operations. Areas which have been disturbed shall be finish graded and/or developed as indicated on the Drawings or as specified.

C. Tillage: After the areas required to be seeded have been brought to the finish grades as specified, they shall be thoroughly tilled to a depth of at least 6 inches by plowing, diskig, harrowing or other approved methods until the condition of the soil is acceptable to the Architect. Work shall be performed only during period when beneficial results are likely to be obtained. When conditions are such by reason of drought, excessive moisture, or other factors that satisfactory results are not likely to be obtained, Work shall be stopped. Work shall be resumed only when desired results are likely to be obtained.

D. Leveling: Any undulations or irregularities in the surface resulting from tillage, fertilizing or other operations shall be leveled with a float drag before seeding operations are begun.

E. Fertilizing: Fertilizer shall be distributed uniformly at the rate previously specified per 1,000 square feet over the areas to be seeded and shall be incorporated into the soil to a depth of at least 3 to 4 inches by diskig, harrowing or other approved methods. The incorporation of fertilizer may be a part of the tillage operation hereinbefore specified. Distribution by means of an approved seed drill equipped to sow seed and distribute fertilizer at the same time will not be accepted. Fertilizer shall be incorporated into the soil a minimum of 10 days before seed is planted.

F. Inspection: A minimum of 48 hours prior notice must be given to the Construction Administrator before fertilizing may commence.
G. Planting Time: All seeding Work shall be done between the dates of April 1 to May 15 for spring planting and from August 15 to October 15 for fall planting except as otherwise directed in writing by the Construction Administrator.

H. Planting Condition: No planting shall be done until a permanent source of water is available at the site for use by the Owner.

3.2 SEEDING

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

B. Drill Seeding: Seed shall be uniformly drilled to an average depth of ½ inch and at the rate of 8 pounds per 1,000 square feet using equipment having drills not more than 6 ½ inches apart. Row markers shall be used with the drill seeder.

C. Rolling: Immediately after seeding, except for slopes 3 horizontal to 1 vertical and greater, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width. Do not roll areas seeded with seed drills equipped with rollers.

D. Inspection: A minimum of 48 hours prior notice must be given to the Construction Administrator before seeding may commence.

3.3 INSTALLATION OF EROSION CONTROL FABRIC

A. Fabric shall be rolled out in place. Fabric shall be applied without stretching and shall lie smoothly but loosely on the soil surface. The Contractor shall refer to the Drawings for details of fabric fastening.

B. Application of the erosion control fabric shall occur the same day that the seeding of an area has taken place.

C. Fabric shall completely cover all areas which are shown on the Drawings to be protected from erosion. After fabric installation, the entire area shall be rolled with a smooth roller weighing between 200 to 250 pounds. After rolling, the fabric shall be in intimate contact with the soil surface at all points. Any clods, etc., which hold the fabric off the ground should be removed. The fabric shall be forced down into any depressions and held there with a staple.

3.4 MAINTENANCE

A. General: The project areas shall be kept clean at all times and care shall be taken that use of the premises shall not be unduly hampered by Work herein specified. The intent of this Section is to ensure a healthy, well-established turf, and prevent soil erosion in compliance with the Land Disturbance Permit issued by the Missouri Department of Natural Resources.

B. Responsibility: The Owner shall be responsible for maintenance of all seeded areas upon completion of seeding and general acceptance by the Construction Administrator.

C. Damage: Damage to seeded areas during the project shall be repaired by the persons responsible for causing such damage.
3.5 GENERAL ACCEPTANCE

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

3.6 GUARANTEE

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

END OF SECTION 029200
SECTION 029500 - SITE RESTORATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Restoration of grounds at completion of project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SITE RESTORATION

A. At completion of project, restore original ground profiles.

B. Till, seed, cover with straw areas disturbed by construction activities.

1. Provide materials specified by the Section 029200.

C. Restore roads damaged by construction activities using compatible materials to existing materials.

END OF SECTION 029500
SECTION 031519 - CONCRETE ANCHORS

1.1 GENERAL REQUIREMENTS

A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

A. The Work of this Section includes all labor, materials, equipment and services necessary to complete the installation of post-installed anchors in concrete as shown on the drawings and/or specified herein.

1.3 RELATED SECTIONS

A. Division 5 Metals Sections.

1.4 SUBMITTALS

A. General: Submit in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.

   1. Product specifications with recommended design values and physical characteristics for epoxy dowels, expansion and undercut anchors.

   2. Samples: Representative length and diameters of each type anchor shown on the Drawings.

   3. Quality Assurance Submittals:

       a. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.

       b. Certificates:

           i. ICC ES Evaluation Reports.

   4. Manufacturer’s installation instructions.

1.5 QUALITY ASSURANCE

A. Certifications: Unless otherwise authorized by the Engineer, anchors shall have one of the following certifications:


1.6 PRODUCT HANDLING

A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work and materials of all other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.
ART 2  PRODUCTS

2.1  MATERIALS

A. Fasteners & Anchors

1. Carbon Steel Threaded Rod: ASTM A36; or ASTM A193 Grade B7; or ISO 898 Class 5.8.

2. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

3. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, epoxy coated.


5. Cartridge Injection Adhesive Anchors: Threaded steel rod, inserts or reinforcing dowels, complete with nuts, washers, polymer or hybrid mortar adhesive injection system, and manufacturer’s installation instructions. Size as indicated on Drawings.

   a. A two-part adhesive injection system consisting of a hybrid adhesive mortar combining urethane methacrylate resin, hardener, cement, and water.

      1). Minimum Material Properties of Cured Adhesive:

         (a). Compressive Strength ASTM C 579  7,000 psi
         (b). Flexural Strength ASTM C 580  2,900 psi
         (c). Modulus of Elasticity ASTM C307 507,000 psi
         (d). Water Absorption ASTM D 570 <2%

   b. A two-part epoxy injection system

      1). Minimum Material Properties of Cured Adhesive:

         (a). Bond Strength ASTM C 882  1,800
         (b). Compressive Strength ASTM C 695 12,000 psi
         (c). Compressive Modulus ASTM D 695 220,000 psi
         (d). Tensile Strength ASTM D 638 6,000 psi
         (e). Water Absorption ASTM D 570 <1%

PART 3 EXECUTION

3.1  INSTALLATION – POST INSTALLED ANCHORS

A. Locate existing reinforcing steel prior to drilling holes. Existing reinforcing steel may not be cut.

B. Base Material Strength: Unless otherwise specified, do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.

C. Perform anchor installation in accordance with manufacturer instructions.
D. Drill holes with rotary impact hammer drills using carbide-tipped bits. Drill bits shall be of diameters as specified by the anchor manufacturer. Unless otherwise shown on the Drawings, all holes shall be drilled perpendicular to the concrete surface.

E. Observe manufacturer recommendations with respect to installation temperatures for cartridge injection adhesive anchors.

F. Clean all holes per manufacturer instructions to remove loose material and drilling dust prior to installation of adhesive. Inject adhesive into holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive. Follow manufacturer recommendations to ensure proper mixing of adhesive components. Sufficient adhesive shall be injected in the hole to ensure that the annular gap is filled to the surface. Remove excess adhesive from the surface. Shim anchors with suitable device to center the anchor in the hole. Do not disturb or load anchors before manufacturer specified cure time has elapsed.

3.2 REPAIR OF DEFECTIVE WORK

A. Remove and replace misplaced or malfunctioning anchors. Fill empty anchor holes and patch failed anchor locations with high-strength non-shrink, nonmetallic grout. Anchors that fail to meet proof load or installation torque requirements shall be regarded as malfunctioning.

3.3 FIELD QUALITY CONTROL

A. Testing: OWNER to hire a testing agency acceptable to the engineer to perform tests on concrete anchors. Testing company shall be qualified under ASTM E329-18.

B. Testing: 10% of drilled-in anchor shall be proof loaded by the independent testing laboratory. Adhesive anchors and capsule anchors shall not be torque tested. If any of the tested anchors fail to achieve the specified proof load defined below, all anchors of the same diameter and type as the failed anchor shall be tested, unless otherwise instructed by the Engineer.

1. Tension testing should be performed in accordance with ASTM E488.

2. Proof loads shall be applied with a calibrated hydraulic ram. Displacement of adhesive and capsule anchors at proof load shall not exceed D/10, where D is the nominal anchor diameter.

   a. Proof load for threaded rods to be 2000 lbs.

END OF SECTION 031519
SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes at the following locations and at other locations indicated on the drawings:
1. Forebay floor
2. Headrace gate base.
3. Tailrace gate base
4. Trash Grate Base
5. Sidewalks

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
   1. Indicate amounts of mixing water to be withheld for later addition at Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Material Certificates: For each of the following, signed by manufacturers:
   1. Cementitious materials.
   2. Admixtures.
   3. Curing compounds.
   4. Repair materials.

B. Material Test Reports: For the following, from a qualified testing agency:
   1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

C. Field quality-control reports.
1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
   1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
   1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
   2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

1.6 DELIVERY, STORAGE, AND HANDLING

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

1.7 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
   2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and as follows:
   1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
   2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301 (ACI 301M).
2. ACI 117 (ACI 117M).

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
B. Epoxy-Coated Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed bars, epoxy coated, with less than 2 percent damaged coating in each 12-inch (300-mm) bar length.
C. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.
D. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.

2.3 CONCRETE MATERIALS

A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
B. Cementitious Materials:
   2. Fly Ash: ASTM C 618, Class C.
C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
   2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
D. Air-Entraining Admixture: ASTM C 260/C 260M.
E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
   1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
   2. Retarding Admixture: ASTM C 494/C 494M, Type B.
   3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
   4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
   5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
   6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
F. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.
G. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.


2.4 CURING MATERIALS

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

B. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.5 RELATED MATERIALS

A. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

B. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements.

C. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.6 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3.2 mm) and that can be feathered at edges to match adjacent floor elevations.
   2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
   3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by underlayment manufacturer.
   4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.

B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch (6.4 mm) and that can be filled in over a scarified surface to match adjacent floor elevations.
   2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
   3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.7 CONCRETE MIXTURES, GENERAL

A. See Structural General Notes for additional concrete mix design information.

B. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 (ACI 301M).
   1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

C. Cementitious Materials: Use fly ash and pozzolan, as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent. Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
   1. Fly Ash: 25 percent.

D. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.

E. Admixtures: Use admixtures according to manufacturer's written instructions.
   1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
   2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
   3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.

2.8 FABRICATING REINFORCEMENT

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

2.9 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
   1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
   1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
   2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.

3. Install dovetail anchor slots in concrete structures as indicated.

3.2 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 5 days after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

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

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

3.3 VAPOR-RETARDER INSTALLATION

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

3.4 STEEL REINFORCEMENT INSTALLATION

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

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
   1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

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

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

F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement.

3.5 JOINTS

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

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
   1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated.
   2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
   3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
   4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
   1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
   2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by the Engineer.
C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M).
   1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
   1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
   2. Maximum free fall for concrete is 5 feet. Free fall concrete may not impact reinforcing steel.
   3. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301 (ACI 301M).
   4. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches (150 mm) into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
   1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
   3. Screed slab surfaces with a straightedge and strike off to correct elevations.
   4. Slope surfaces uniformly to drains where required.
   5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.7 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
   1. Apply to concrete surfaces not exposed to public view.

3.8 FINISHING FLOORS AND SLABS

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

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floating or darbled. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch (6 mm) in one direction.
   1. Apply scratch finish to slabs below water.
3.9 CONCRETE PROTECTING AND CURING

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

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
   1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
      a. Water.
      b. Continuous water-fog spray.
      c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) 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 (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
      a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
      b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
      c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.
   3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
      a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer[ unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project].
   4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial
application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 CONCRETE SURFACE REPAIRS

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

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete. Limit cut depth to 3/4 inch (19 mm). Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

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

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

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

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

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

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

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

5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

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

F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.11 FIELD QUALITY CONTROL

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

B. Inspections:
1. Steel reinforcement placement.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.
   a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
6. Compression Test Specimens: ASTM C 31/C 31M.
   a. Cast and laboratory cure two sets of three standard cylinder specimens for each composite sample.

   a. Test one set of two laboratory-cured specimens at 7 days and one set of two laboratory-cured specimens at 28 days. Hold one cylinder in reserve.
   b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa). When strength of cylinders does not meet this criteria, test reserve cylinders at 56 days.

9. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

10. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by the Engineer but will not be used as sole basis for approval or rejection of concrete. Non-destructive test methods must be calibrated to destructive tests.

11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.

12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

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

3.12 END OF SECTION 033000
SECTION 040140 – MAINTENANCE AND REPAIR OF STONE MASONRY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Rebuilding stone retaining walls.
   2. Rebuilding stone stairs.
   3. Replacing missing stones inside and outside the forebay walls.
   4. Repointing stone masonry.

1.2 QUALITY ASSURANCE

A. REFERENCE STANDARDS
   1. Preservation Brief 2 is included as Appendices B in this project manual. This documents is mandatory with respect to the stone work, unless noted otherwise in this specification and on the drawings.

B. SUBMITTALS
   1. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
   2. Submit mortar mix to the Engineer for approval prior to using grout.
   3. Submit cleaning product to Owner for approval.

C. SAMPLES
   1. Provide samples of hardened mortar color for approval by the owner.

D. SAMPLE PANELS
   1. Provide a 4 ft. x 4 ft. sample panel for each of the following areas:
      a. Downstream stone retaining wall facing.
      b. Upstream stone retaining wall facing.
      c. Mill building foundation wall.

E. MATERIAL CERTIFICATES
   1. Mortar ingredients.
F. MATERIALS TESTING SERVICE
   1. Testing: **OWNER** to hire a testing agency acceptable to the engineer to perform verification of specified on Mortar mixes and hot and cold masonry procedures.

G. ENVIRONMENTAL CONDITIONS

1.3 DELIVERY, STORAGE, AND HANDLING
   A. Store portland cement and lime materials above the ground and protected from weather.
   B. Protect aggregates from the ground.

PART 2 - PRODUCTS

2.1 STONE
   A. All stone from off-site sources to match existing stone in type, color, density, shape, and dimensions.
   B. Provide sample stone from off-site sources for Owner approval prior to installation.

2.2 PORTLAND CEMENT
   A. Conform to ASTM C150 Type 1, white, non-staining. Alkaline contend shall be less than 0.60 percent.

2.3 LIME
   A. Hydrated lime for masonry purposes ASTM C207 Type S.

2.4 SAND
   A. Conform to ASTM C 144, clean. Sand color, size, and texture to match exiting mortar.

2.5 WATER
   1. Potable
2.6  MORTAR

A. Setting and pointing mortar
   1. ASTM C270  Type S
   2. Mortar shall match the color and texture of un-weathered interior portions of existing mortar.

2.7  GROUT

1. 3000 psi mix with 3/8” pea gravel.
2. Slump 8 to 11 inches.
3. Air entrained.

2.8  WALL TIES

A. Dovetail concrete insert slots, 1 inch wide x 1 inch deep with 5/8 inch throat.
   1. Hot-dip galvanize to G-90.

B. Dovetail wire anchors minimum 3/16 wire
   1. Hot-dip galvanize to G90.

PART 3 - EXECUTION

3.1  PROTECTION OF MATERIALS

A. The receipt, storage, and protection of masonry materials prior to, during, and subsequent to installation shall be the responsibility of the contractor.

3.2  SETTING STONE

1. Stones shall be reinstalled in a pattern similar to the existing coursing.
2. Before setting, all stone to be cleaned of mortar, mud, and stains which will be noticeable in the wall.
3. Just prior to setting, stones that are not thoroughly wet shall be sponged or drenched with clean water.
4. All cut stone work to be set level, plumb and square, and with uniform joints.
5. Install dovetail anchors at approximately 24 inches vertically.
6. All stones to be set in a full bed of mortar. All vertical joints to be filled solid.
7. Place lead or plastic pads between stones at bed joints to prevent mortar from squeezing out.
8. After initial set, rake out joints a minimum of 2-1/2 times the joint thickness for pointing.
   a. Sponge face of stone clean along joints
   b. Avoid splashing or dripping mortar on exposed face of stone.
   c. Droppings and splashed mortar shall be removed immediately by means of sponge and clean water.

3.3 GROUTING

A. Grout solid the collar joint between the retaining wall stones and the concrete back-up wall.

B. Place grout within 1-1/2 hour from introducing water to the mix, but before initial set.

C. Grout pour height shall not exceed 4 feet.

D. Consolidate by mechanical vibration and reconsolidate by mechanical vibration after initial water loss and settlement has occurred.

E. Allow a minimum of 4 hours between the completion of one grout pour and the beginning of the next pour.

3.4 POINTING AND PATCHING EXISTING STONE

A. All old mortar shall be removed to a minimum of 2-1/2 times the width of the joint. Any loose or deteriorated mortar shall be removed by hand methods only. Do not use power tools, saws, grinders, or impact hammers.

B. Any stones loosened by the mortar removal shall be reset.

C. Rinse loose material and dust from the joint. Prior to pointing, the joint shall be damp with no standing water.

D. Fill joint by compacting new mortar in 1/4 inch layers. Pack well into back corners. Apply new layer when mortar has reached thumbprint hardness.

E. If stone edges are rounded, hold mortar back slightly from the face of the stone to eliminate the appearance of a wide joint.

F. Tool joint profile to match existing joints.

G. After tooling, remove excess mortar from stone and edge of joint by brushing with a bristle brush.
3.5 PROTECTION OF FINISHED WORK

A. During construction, the tops of unfinished walls shall be carefully covered at night, during rain, or when not being worked on for long periods. Cover with a non-staining water repellent cover well anchored against wind.

3.6 CLEANING

A. Repointed Stone Walls: All repointed wall areas shall be cleaned to remove any mortar on the stones. Sandblast, wire brushes, or acid will not be permitted. A mild alkaline abrasive cleaner that contains no caustic or harsh fillers may be applied using fiber brooms or brushes and clean water. Machine cleaning processes must be approved by the owner.

B. Laid Stone Walls: All walls to be cleaned on each exposed side to remove any mortar on the stones. Sandblast, wire brushes, or acid will not be permitted. A mild alkaline abrasive cleaner that contains no caustic or harsh fillers may be applied using fiber brooms or brushes and clean water. Machine cleaning processes must be approved by the owner.

END OF SECTION 040140
SECTION 051200 - STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Structural Low Carbon Steel.
   2. Structural Stainless Steel.
   4. Wire Mesh Guard Rails & Debris Screens

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Shop Drawings: Show fabrication of structural-steel components.
   1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
   2. Include embedment Drawings.
   3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
   4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.

1.3 INFORMATIONAL SUBMITTALS

A. Welding certificates.
B. Mill test reports for structural steel, including chemical and physical properties.

1.4 QUALITY ASSURANCE

A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD, or is accredited by the IAS Fabricator Inspection Program for Structural Steel (AC 172).
B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel" and AWS D1.6/D1.6M “Structural Welding Code – Stainless Steel”.
C. Comply with applicable provisions of the following specifications and documents:
   1. AISC 303.
   2. AISC 341 and AISC 341s1.
   3. AISC 360.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.

B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
   1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
   2. Clean and relubricate bolts and nuts that become dry or rusty before use.
   3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS & CONNECTIONS
   A. See Structural General Notes for structural steel materials.
   B. Galvanizing Repair Paint: MPI#18, MPI#19, or SSPC-Paint 20 ASTM A 780/A 780M.

2.2 Wire Mesh:
   A. Guard Rail Fences: 11 gage (minimum) powder coated with 4 inch x 2 inch mesh.
      1. Color to be selected by the owner.
   B. Retaining Wall Drain Lines at River - Debris Screens: Stainless Steel 1/2 inch x 1/2 inch mesh.
   C. Turbine Outlet at Tailrace Gate - Debris Screens: Stainless Steel 1/2 inch x 1/2 inch mesh.

2.3 GROUT
   A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.
   B. Provide new locking shafts and new end mechanism for raising and lowering gates.

2.4 FABRICATION
   A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, “Code of Standard Practice for Steel Buildings and Bridges,” and to AISC 360.
      1. Mark and match-mark materials for field assembly.
   B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
      1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
   C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
   D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
2.5 SHOP CONNECTIONS

A. High-Strength Bolts: Shop install high-strength bolts according to RCSC’s “Specification for Structural Joints Using ASTM A 325 or A 490 Bolts” for type of bolt and type of joint specified.
   1. Joint Type: Snug tight.

B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.6/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
   1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.6 GALVANIZING

A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.
   1. Fill vent and drain holes that are exposed in the finished Work unless they function as weep holes, by plugging with zinc solder and filing off smooth.
   2. Galvanize new foot-bridge components.
   3. Galvanize existing trash grate.
      a. Clean as required.
   4. New galvanizing to be minimum G60 finish.

2.7 SOURCE QUALITY CONTROL

A. Testing Agency: Contractor will engage a qualified testing agency to perform shop tests and inspections.
   1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections. Testing company shall be qualified under ASTM E329-18.

B. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and AWS D1.6/D1.6M.

C. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify, with steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
3.3 ERECTION

A. Set structural steel accurately in locations indicated and according to AISC 303 and AISC 360.

B. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

C. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
   1. Level and plumb individual members of structure.

D. Splice members only where indicated.

E. Do not use thermal cutting during erection.

F. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

A. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.6/D1.6M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
   1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections.

3.5 QUALITY CONTROL

A. Testing Agency: OWNER will engage a qualified independent testing and inspecting agency to inspect shop and field welds.

B. Welded Connections:
   1. All welds to be visually inspected according to AWS D1.1/D1.1M.
   2. Inspect all groove welds using non-destructive testing methods.

C. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents. Contractor to pay for any re-inspection required.

3.6 REPAIRS AND PROTECTION

A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780/A 780M.

END OF SECTION 051200
SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Framing with dimension lumber.
   2. Framing with rough cut lumber.
   3. Fence posts and rails.
   4. Preservative Treatment.

1.2 DEFINITIONS

A. Rough Carpentry: Carpentry work not specified in other Sections and/or not exposed, unless otherwise specified.

B. Exposed Framing: Dimension lumber not concealed by other construction and indicated to receive a stained or natural finish.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Wood treatment data as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:
   1. For each type of preservative-treated wood product, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
   2. For waterborne-treated products, include statement that moisture content of treated materials was reduced to levels indicated before shipment to Project site.

C. Material Certificates: For dimension lumber specified by minimum allowable unit stress, submit:
   1. Statement of species and grade selected for each application.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.
1. For lumber pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Wood-Preservative-Treated Materials:
   b. Chemical Specialties, Inc.
   c. Continental Wood Preservers, Inc.
   d. Hickson Corp.
   e. Hoover Treated Wood Products, Inc.
   f. Osmose Wood Preserving, Inc.

2.2 LUMBER, GENERAL


B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:

1. NELMA - Northeastern Lumber Manufacturers Association.
   a. White Oak

2. SPIB - Southern Pine Inspection Bureau.
   a. Southern Pine

C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.

1. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece, or omit grade stamps and provide grade-compliance certificates issued by inspection agency.

D. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.

1. Provide actual size rough cut lumber for White Oak unless otherwise indicated.
2. Provide Green White Oak
3. Provide dry lumber with 19 percent maximum moisture content at time of dressing for Southern Pine, unless otherwise indicated.
2.3 Wood-Preservative-Treated Materials

A. General: Where lumber or plywood is indicated as preservative treated or is specified to be treated, comply with applicable requirements of AWPA C2 (lumber) and AWPA C9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.

1. Do not use chemicals containing chromium or arsenic.
2. For exposed items indicated to receive stained finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.

B. Pressure treat above ground items with waterborne preservatives to a minimum retention of 0.25 lb/cu. ft. (4.0 kg/cu. m). After treatment, kiln-dry lumber and plywood to a maximum moisture content of 19 and 15 percent, respectively. Treat indicated items and the following:
   1. Wood fence rails.

C. Pressure treat wood members in contact with ground or freshwater with waterborne preservatives to a minimum retention of 0.40 lb/cu. ft. (6.4 kg/cu. m). Treat indicated items and the following:
   1. Wood fence posts

D. Complete fabrication of treated items before treatment, where possible. If cut after treatment, apply field treatment complying with AWPA M4 to cut surfaces. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

2.4 Dimension Lumber

A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.

B. See Structural General Notes for Grades and Species.

C. Rough Sawn White Oak at headrace & tailrace gates, and where indicated.

D. Treated Southern Pine at footbridge and where indicated.

E. Fences – 3 rail split rail:
   1. Posts: Pressure treated Southern Pine with mortises for split rails.
   2. Rails: Pressure treated Southern Pine with ends tapered for insertion into posts.

2.5 Fasteners

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Provide A 304 stainless steel fasteners where rough carpentry is attached to stainless steel, and at other locations indicated.
2. Provide ASTM A 153 hot-dip galvanized fasteners at pressure treaded pressure treated wood and at other locations as indicated.

2.6 MISCELLANEOUS MATERIALS

A. Sill-Sealer Gaskets: Glass-fiber-resilient insulation, fabricated in strip form, for use as a sill sealer; 1-inch (25-mm) nominal thickness, compressible to 1/32 inch (0.8 mm); selected from manufacturer's standard widths to suit width of sill members indicated.
   1. Apply to bottom of operable gates at headrace and tailrace.

B. Water-Repellent Preservative: NWWDA-tested and -accepted formulation containing 3-iodo-2-propynyl butyl carbonate (IPBC) as its active ingredient.
   1. Apply to end grain of all White Oak members by dipping in water-repellent preservative for 15 minutes.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Discard units of material with defects that impair quality of rough carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.

B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.

C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit.

D. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber.

E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated.

F. Use hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.

END OF SECTION 061000
SECTION 107000 - EXTERIOR SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Gearing for raising and lowering head gate and tail gate.
   2. Aluminum maintenance stage.

1.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design gear systems for the headrace and tailrace gates, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Coordinate loading requirements with the structural engineer.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
   1. Shop drawings sealed by an engineer registered in Missouri for gearing showing arrangement and locations of gears, shafts, and bearings.
   2. Manufacturers data sheets for the aluminum maintenance stage.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store materials indoors prior to installation.

PART 2 - PRODUCTS

2.1 GEARING

A. Provide gears, shafts, and bearings as required to complete new lift mechanism on the tailrace and headrace gates. Headrace spur gears to match existing spur gears.
B. Provide worm gears at the headrace and tailrace lift mechanisms. Maximum input torque on the hand crank to be 10 ft. lbs. Cranks to have a 12 inch arm.

C. Provide double ratchet gears and pawls at the headrace and tailrace gates next to the worm gears. Each individual ratchet gear and pawl should be designed to support the weight of the gates in the raised position with a safety factor of 3.

D. The design of the headrace gearing must consider that the this gearing will be submerged during flood conditions. During flood conditions the gates will be in the raised position.

2.2 ALUMINUM STAGE

A. Conform to all applicable OSHA and ANSI standards

B. 500 pound capacity - 2 person loading

C. Integral guardrail on one side

PART 3 - EXECUTION

3.1 GEARING

A. Install new gearing, shafts, and bearings as indicated on the approved shop drawings.

3.2 ALUMINUM STAGE

A. Deliver aluminum stage to owner at the completion of the project.
SECTION 220100– UNDERGROUND PLUMBING RELOCATION

PART 1 - GENERAL

1.1 SUMMARY

A. Relocate existing water supply lines and fire protection lines in the project area. Line to be located outside the project area.
   1. Coordinate with owner for relocated line location.

B. Existing lines were located by ground penetrating radar in the fall of 2018. This survey with approximate locations is shown in the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials and sizes of relocated lines to match existing.

PART 3 - EXECUTION

3.1 LOCATION OF THE UTILITY LINES

A. Contractor to verify the location of the lines independent of the previous ground penetrating radar survey.

3.2 INSTALLATION

A. Comply with latest International Plumbing Code (IPC), NFPA, and State Amendments, and latest NFPA code.

3.3 RECORD DRAWINGS

A. Coordinate with surveyor to document final placement of lines.

END OF SECTION 220100
SECTION 260100– UNDERGROUND ELECTRIC LINE RELOCATION

PART 1 - GENERAL

1.1 SUMMARY

A. Relocate existing electric line in the project area. Line to be located outside the project area.
   1. Coordinate with owner for relocated line location.

B. Existing lines were located by ground penetrating radar in the fall of 2018. This survey with approximate locations is shown in the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials and sizes of relocated lines to match existing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with latest National Electrical Code and State Amendments.

3.2 LOCATION OF THE UTILITY LINES

A. Contractor to verify the location of the lines independent of the previous ground penetrating radar survey.

3.3 RECORD DRAWINGS

A. Coordinate with surveyor to document final placement of lines.

3.4 END OF SECTION 260100
SECTION 310513 SOILS FOR EARTHWORKS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Subsoil material.
   2. Topsoil materials.

1.2 REFERENCES

A. Geotechnical Report

1.3 SUBMITTALS

A. Materials Source: Submit name of imported materials source.

1.4 QUALITY ASSURANCE

A. Furnish each material from single source throughout the Work.

PART 2 - PRODUCTS

2.1 SUBSOIL MATERIALS

A. Subsoil Type S1
   1. Excavated and re-used on-site low plasticity material or imported low plastic cohesive soils or well-graded granular borrow material.
   2. Grading: Free of lumps larger than 3 inches, rocks larger than 2 inches, debris, and deleterious organic matter.
   3. Conforming to ASTM D2487 Group Symbol CL, ML, CL-ML, SW, and GW.
2.2 TOPSOIL MATERIALS

A. Topsoil Type S2
   1. Excavated and re-used material or imported borrow material.
   2. Friable loam.
   3. Reasonably free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds, and foreign matter.
   4. Acidity range (pH) of 5.5 to 7.5.
   5. Containing a minimum of 4 percent and a maximum of 30 percent inorganic matter.
   6. Conforming to ASTM D2487 Group Symbol OL, OH, and PT.
   7. Limit decaying matter to 10 percent of total content by volume.

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

A. Testing: OWNER to hire a testing agency acceptable to the engineer to perform tests on soil types. Testing company shall be qualified under ASTM E329-18.

3.2 EXCAVATION

A. Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.

C. Remove excess excavated materials not intended for reuse from site.

3.3 STOCKPILLING

A. Stockpile materials on site at locations directed by owner.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate differing materials with dividers or stockpile apart to prevent mixing.

D. Stockpile topsoil 4 feet high maximum.

E. Prevent intermixing of soil types or contamination.

F. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
G. Stockpile hazardous materials on impervious material and cover to prevent erosion and leaching, until disposed of.

H. Provide Sediment Control fence around stockpile.

3.4 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

B. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

C. Seed area of stockpile.

END OF SECTION 310513
SECTION 312316 - EXCAVATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Excavating for site structures.
   2. Removal of silt in the mill building forebay and in the headrace channel.
   3. Removal of river bed material as required for the construction of the new stone retaining walls.

1.2 REFERENCES

A. Geotechnical Report

1.3 ARCHEOLOGY CONSIDERATIONS

A. Notify the Department of Natural Resources a minimum of 5 working days before beginning excavation to allow a State archeologist to be on side when excavation begins.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

A. Locate private underground electric and plumbing lines within the work area.
B. Relocate private utilities in accordance with the project manual. Coordinate with owner on final location of reinstalled utility lines.
C. Identify required lines, levels, contours, and datum.
D. Protect plant life, lawns, and other features remaining as portion of final landscaping.
E. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
3.2 EXCAVATION

A. Excavation Classifications: the following classifications of excavation will be made when rock is encountered:
   1. Earth excavation includes excavation of pavements and other obstructions visible on ground surface; underground structures, utilities and other items indicated to be demolished and removed; together with earth and other materials encountered that are not classified as rock or unauthorized excavation.

B. Prepare plans and methods for removal of silt in mill building forebay and in headrace channel.
   1. Submit to owner for review and approval.
   2. The owner reserves the right to reject silt removal methods.

C. Underpin adjacent structures which may be damaged by excavation work.

D. Slope banks with machine to angle of repose or less until shored.

E. When side walls can not be sloped provide sheeting and shoring to protect excavation as specified in this section.

F. Do not interfere with 45 degree bearing splay of foundations.

G. Grade top perimeter of excavation to prevent surface water from draining into excavation.

H. Trim excavation and remove loose matter.

I. Notify Owner of unexpected subsurface conditions.

J. Repair or replace items indicated to remain damaged by excavation.

K. The owner will employ an archeologist to observe the excavations. The archeologist may order the work to pause if they observe anything of interest.

L. The contractor will give the owner a minimum 2 full working days notice prior to the start of excavations.

3.3 SHEETING AND SHORING

A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.

B. Support excavations more than 4 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.

C. Design sheeting and shoring to be removed at completion of excavation work.
D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.

E. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.
3.4 STOCKPILLING

A. Temporarily stockpile excavated materials in locations designated by the owner.

B. Provide silt control fence around stockpile.

C. Remove excavated silt from the mill forebay, headrace channel, and other locations in a timely manner. The excavated silt must be removed from the site within 30 days of excavation.

3.5 FIELD QUALITY CONTROL

A. Testing: Owner to hire a testing agency acceptable to the engineer to perform tests on soil bearing capacity. Testing company shall be qualified under ASTM E329-18.

B. Request visual inspection of bearing surfaces by inspection agency before installing subsequent work.

3.6 PROTECTION

A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.

B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

3.7 REPAIR OF DAMAGED AREAS

1. Reseed damaged areas.

END OF SECTION 312316
SECTION 312319 – DEWATERING & COFFERDAM

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 construction dewatering and cofferdam construction.

1.3 PERFORMANCE REQUIREMENTS

A. **Installation and removal of the cofferdam may not be done from February 1 to May 31 due to fish spawning restrictions. See Specification Appendix E for additional information.**

   The cofferdam may be in place and work performed inside the cofferdam during these dates.

B. Details of cofferdam construction are the responsibility of the Contractor and must be submitted to the Engineer and Owner for approval prior to start of construction. The owner reserves the right to reject proposed cofferdam construction methods and materials.

C. Cofferdam and Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain a cofferdam and dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground and river water and permit excavation and construction to proceed on dry, stable subgrades.

   1. **Delegated Design:** Design cofferdam and dewatering system will include comprehensive engineering analysis by a qualified professional engineer who will be entirely responsible for the construction and performance of the cofferdam and dewatering operations.

   2. Continuously monitor and maintain cofferdam and dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that work area does not flood, and that damage to subgrades and permanent structures is prevented.

   3. Accomplish cofferdam and dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation. There can be no permanent, drilled, or adhesive connection to the dam or mill building.

   4. Contractor shall be solely responsible for pumping out and repairing cofferdam and repairing dewatering system in the event of flooding.

   5. Remove cofferdam and dewatering system when no longer required for construction.

      a. Owner and Engineer must approve cofferdam removal.

1.4 INFORMATIONAL SUBMITTALS

A. Cofferdam: For dewatering and cofferdam system. Show arrangement, locations, and details of cofferdam construction.
1. Include a written plan with drawings for dewatering operations including control procedures to be adopted if dewatering problems arise.

B. Delegated-Design Submittal: For dewatering system indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer registered in the State of Missouri responsible for their preparation.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer that has specialized in cofferdam construction and dewatering work. Submit evidence of a minimum of 3 similar projects.

B. Regulatory Requirements: Comply with governing EPA, DNR, & USACE notification regulations before beginning dewatering. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to cofferdam construction and dewatering including, but not limited to, the following:

a. Inspection and discussion of condition of site to be dewatered including coordination with temporary erosion control measures and temporary controls and protections.

b. Geotechnical report.

c. Proposed site clearing and excavations.

d. Existing utilities and subsurface conditions.

e. Coordination for interruption, shutoff, capping, and continuation of utility services.

f. Construction schedule. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

g. Testing and monitoring of dewatering system.

1.6 PROJECT CONDITIONS

A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. This report does not include information on the river bed. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for cofferdam construction and dewatering operations as required.

2. The geotechnical report is included as Appendix A in the Project Manual.
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 dewatering operations.
   1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
   2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
B. Install cofferdam and dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
C. Provide temporary grading to facilitate dewatering and control of surface water.
D. Monitor cofferdam and dewatering systems continuously.
E. Promptly repair damages to adjacent facilities caused by dewatering.

3.2 INSTALLATION
A. Install cofferdam in a manner not to disturb the river bed outside the work area.
B. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
   1. Space well points or wells at intervals required to provide sufficient dewatering.
   2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.
C. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.
D. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.
   1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
E. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment
in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

F. Provide standby equipment on site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.

1. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches (900 mm) below overlying construction.

G. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

3.3 MONITORING

A. Visually examine the Mill foundation walls every day for signs of movement or distress in the Mill walls.

B. Immediately report any signs of movement or distress to the owner and engineer.

END OF SECTION 312319
SECTION 312323.13 - BACKFILL

PART 1 - GENERAL

1.1 SUMMARY
A. This Section includes the following:
   1. Backfilling excavated areas to original elevations.

1.2 REFERENCES
B. Geotechnical Report included as Appendix A

PART 2 - PRODUCTS

2.1 FILL MATERIALS
A. Existing excavated material may be used for fill material.
B. Backfill Materials: See Section 310513 Soils for Backfill
C. Seeding: See Section 329219

PART 3 - EXECUTION

A. Testing: OWNER to hire a testing agency acceptable to the engineer to perform tests on soil types and compaction. Testing company shall be qualified under ASTM E329-18.

3.2 PREPARATION
A. Scarify subgrade surface to depth of 6 inches.
B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural backfill and compact to density equal to or greater than requirements for subsequent fill material.
C. Compact subgrade to density requirements for subsequent backfill materials.
3.3 BACKFILLING

A. Backfill areas to contours and elevations with unfrozen material.

B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

C. Place fill material in continuous 8 inch thick loose layers and compact to a Standard Proctor of 95.

D. Employ placement method that does not disturb or damage other work.

E. Maintain optimum moisture content of backfill materials to attain required compaction density.

F. Restore excavated areas to the previous grades.

G. Remove surplus backfill materials from site.

H. Leave fill material stockpile areas free of excess fill materials.

3.4 TOLERANCES

A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

END OF SECTION 312323.13
SECTION 312500 EROSION CONTROL / SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

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

B. Other related documents.

1.2 GENERAL

A. The Contractor shall manage his operations to control water pollution in accordance with this specification and applicable State regulations. Construction of permanent drainage facilities and other contract work, contributing to control of erosion, shall be scheduled at the earliest practicable time.

B. The Contractor shall furnish, install, maintain, and remove temporary erosion control measures. The Contractor shall prevent silt or polluted storm water discharge from the site.

C. The Owner’s Representative may require installation of additional erosion control facilities, by the Contractor, if in the sole opinion of the Owner’s Representative, the Contractor’s efforts are inadequate.

1.3 DEFINITIONS

A. General Permit: The General Permit for storm water discharges associated with construction activity (Land Disturbance General Permit No. MO-R100038) issued to FMDC as a blanket permit by the Missouri Department of Natural Resources, Water Pollution Program.

B. Storm Water Pollution Prevention Plan (SWPPP): A plan required by the General Permit that includes site map(s), an identification of construction/contractor activities that could cause pollutants in the storm water, and a description of measures or practices to control these pollutants.

C. Best Management Practice (BMP): Any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces pollution.

D. Temporary Berm: A temporary ridge of compacted soil, with or without a shallow ditch, constructed at the top of slopes or transverse to the centerline of a slope. The berm diverts storm runoff to temporary outlets to discharge water with minimal erosion.

E. Temporary Slope Drain: A temporary facility used to carry water down a slope.
F. Ditch Check: An obstruction placed at frequent intervals across ditches, creating small ponds to cause sediment to settle and be contained.

G. Sediment Basin: An excavated or dammed storage area to trap and store sediment and prevent the discharge of silt.

H. Temporary Seeding and Mulching: Placement of a quick ground cover to reduce erosion in areas expected to be re-disturbed.

I. Straw Bales: Standard agricultural bales used to filter the flow of water, trap, deposit sediment, and/or divert water.

J. Silt Fence: A geotextile barrier fence to contain sediment by removing suspended particles from water passing through the fence.

K. Temporary Pipe: Conduit utilized to carry water under haul roads, silt fences, etc., and prevent equipment from direct contact with water when crossing an active or intermittent stream.

L. Sediment Removal: Removal of accumulated sediment to restore the efficiency of sediment control features.

1.4 SUBMITTALS

A. The Contractor shall submit his proposed “Erosion Control Plan” for review and approval by the Owner’s Representative. Approval of the plan does not relieve the Contractor of his contractual responsibility to prevent the discharge of pollutants into the receiving drainage ways.

B. A Storm Water Pollution Prevention Plan (SWPPP) is not required for this project.

1.5 RELATED SECTIONS

A. Section 02921 – Surface Restoration

PART 2 - PRODUCTS

2.1 MATERIALS

A. Temporary slope drains: Stone, concrete or asphalt gutters, half-round pipe, metal pipe, plastic pipe or flexible rubber pipe.

B. Ditch Checks:

1. Rock ditch checks: 2" to 3" clean gravel or limestone.
2. Straw bale ditch checks: Rectangular wheat straw bales in good condition. Other foliage may be substituted for straw in accordance with MoDOT 802.2.1.
3. Silt fence ditch checks: Geotextile meeting the requirements of this specification.
C. Riprap for Temporary Erosion Control: Type 1 Rock Blanket conforming to MoDOT 611.32.

D. Pipe: Corrugated metal (16 Ga.) or ADS N12 Corrugated Plastic.

E. Temporary Seeding:
   1. December 1 to March 1: 50 lbs oats/acre.
   2. March 1 to December 1: 50 lbs cereal rye or wheat.
   3. Mulch shall be wheat straw.

F. Wire Supported and Self Supporting Silt Fence:
   1. Geotextile Fabric
      a. Fibers used in geotextiles shall consist of longchain synthetic polymers, composed of at least 85 percent by weight polyolefins, polyesters, or polyamides. They shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including selvages.
      b. The geotextile shall be free of any treatment or coating which might adversely alter its physical properties after installation.
      c. Geotextile shall be furnished in 36" width rolls.
      d. Geotextile rolls shall be furnished with suitable wrapping for protection against moisture and extended ultraviolet exposure.
      e. Each roll shall be labeled or tagged to provide product identification sufficient for inventory.
      f. Rolls shall be stored in a manner, which protects them from the elements.
      g. Geotextile properties are given in the structural drawings:

2.2 CERTIFICATION AND SAMPLING:

A. The Contractor shall furnish a manufacturer’s certification, stating the material conforms to the requirements of these specifications.

B. The certification shall include, or have attached, typical results of tests for the specified properties, representative of the materials supplied.

C. The Owner’s Representative reserves the right to sample and test any material offered for use.
PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. The Owner’s Representative may limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow, or fill operations.

B. The Owner’s Representative may direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams, other watercourses, lakes, ponds, or other areas of water impoundment. Work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, use of temporary mulches, seeding or other control devices or methods to control erosion.

C. The Contractor shall incorporate permanent erosion control features at the earliest practicable time.

D. The Contractor at no additional cost shall provide temporary pollution control measures needed to control erosion during normal construction practices to the Owner.

E. Contractor shall designate trained and knowledgeable personnel to coordinate all SWPPP activities, and identify these personnel to the Owner’s Representative during construction. Missouri Department of Natural Resources offers training classes in Erosion Control free of charge in Jefferson City. Contact for training: David Goggins at (573) 751-2556.

F. The SWPPP is a living document. As the conditions of the site changes, the SWPPP should be updated by the Contractor.

G. The SWPPP is subject to random inspection by the Owner. The SWPPP should be kept up to date by the Contractor and available for inspection at any time.

H. If Contractor determines that any BMP should need modification, the changes shall be dated and documented, and all necessary field changes performed.

3.2 LIMITATION OF AREA DISTURBED:

A. The Contractor’s operations shall be scheduled to install permanent erosion control features immediately after clearing and grubbing, and grading.

B. The surface area of erodible earth material exposed at one time by clearing and grubbing, excavating, fill, or borrow shall not exceed 200,000 square feet without written approval of the Owner’s Representative.

C. The Owner’s Representative may limit the area of clearing and grubbing, excavation, borrow, and embankment operations commensurate with the Contractor’s capability and progress in completing the finish grading, mulching, seeding, and other such permanent pollution control measures current.
D. The Contractor shall respond to seasonal variations. If required by weather, temporary erosion control measures shall be taken immediately.

3.3 RIVERS, STREAMS, AND IMPOUNDMENTS:

A. Construction operations in rivers, streams, and impoundments shall be restricted to areas, which must be entered for the construction of temporary or permanent structures.

B. Rivers, streams, and impoundments shall be promptly cleared of falsework, piling, debris, or other obstructions as soon as practical.

C. Frequent fording of live streams with construction equipment will not be permitted.

D. Temporary bridges or other structures shall be used when the Contractor’s operations include cycling of equipment across streams, rivers, or impoundments.

E. Mechanized equipment shall not be operated in flowing streams except as required to construct channel changes and temporary or permanent structures.

3.4 BORROW AND WASTE AREAS

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

3.5 CONFLICT WITH FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS

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

3.6 TEMPORARY BERMS

A. Temporary berms shall be constructed at the top of newly constructed slopes and / or transverse to grade to divert runoff and prevent erosion until permanent controls are installed and / or slopes are stabilized. Two types of temporary berms will be utilized under conditions listed below:

1. Type “A” Berm: At the end of each day’s operations on embankments.
2. Type “B” Berm: At shut down of embankment operations for the winter season or discontinuation of work at the direction of, or with concurrence of the Owner’s Representative.

B. Interceptor berms transverse to centerline may be used when temporary berms are installed on grades in excess of 1 percent and at locations where water is to be carried down the fill slope by temporary or permanent slope drains.

C. Construction Requirements:
1. Type A Berms shall be constructed to the approximate dimensions indicated on the drawings. Berms shall be machine compacted with a minimum of one pass over the entire width with a bulldozer tread, grader wheel, or other approved method.

2. Type “B” Berms shall be constructed to the approximate dimensions indicated on the drawings. These berms shall be machine compacted with a minimum of three passes over the entire width with a bulldozer tread, grader wheel, or other approved method.

3. Type “A” and Type “B” Berms must drain to a compacted outlet at a slope drain. The top width of these berms may be wider and the side slopes flatter on transverse berms to allow equipment to pass over these berms with a minimal disruption.

3.7 TEMPORARY SLOPE DRAINS

A. General:

1. Temporary slope drains are required to concentrate water flowing down a slope prior to installation of permanent facilities. Slope drains shall be placed at approximately 500-foot intervals or as directed by the Owner’s Representative.

B. General Requirements

1. The Contractor shall install a temporary silt fence in locations shown on the drawings, around inlets that accept flow carrying silt, and other locations necessary to prevent the discharge of silt from the site.

2. Installation shall conform to the drawing detail.

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

C. Construction Requirements:

1. Temporary slope drains shall be anchored to prevent disruption by the force of the water flowing in the drain.

2. The inlet end shall be constructed to channel water into the drain.

3. The outlet ends of these temporary slope drains shall have some means of dissipating the energy of this water to reduce erosion downstream.

4. Unless otherwise directed by the Owner’s Representative, temporary slope drains shall be removed when no longer necessary and the site restored to match the surroundings.

3.8 DITCH CHECKS

A. General:

1. Rock ditch checks may be used on ditches with grades of 4 percent or less.

2. Straw bale ditch checks may be used on all ditches.

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

B. Construction Requirements:

1. Construct rock ditch checks in accordance with the drawing detail.
   a. Achieve complete coverage of the ditch or swale and insure the center of the check is lower than the edges.

2. Construct straw bale ditch checks in accordance with the drawing detail.

3. Construct silt fence ditch checks in accordance with the drawing detail.

C. Maintenance:

1. Inspect ditch checks for sediment accumulation after each rainfall.

2. Sediment shall be removed when it reaches one-half of the original height.
   a. Regular inspections shall insure that the center of a rock check is lower than the edges. Correct erosion caused by high flows around the edges of the check immediately.

3.9 SEDIMENT BASIN

A. General

1. Sediment basins are used for drainage areas of two (2) to five (5) acres or for a roadway ditch exceeding 1,000 consecutive feet in length. Break larger drainage areas or longer ditches into smaller areas.

B. Construction Requirements:

1. The area where a sediment basin is to be constructed shall be cleared of vegetation.

2. Construct the inlets of sediment basins with a wide cross-section and a minimum grade to prevent turbulence and allow deposition of soil particles.
   a. The minimum depth is 2'; the maximum depth is 6'.
   b. The minimum width is 5'; the maximum width is 20'.
   c. The minimum length is 25'; the maximum length is 200'.
   d. The minimum volume shall be 1,815 CF per acre of drainage area.

3. Sediment basins shall remain in service until all disturbed areas draining into the structure have been stabilized.

4. When use of sediment basin is discontinued, backfill all excavations and compact fill. Fill material shall be removed and the existing ground restored to the original or plan grade.

5. Maintenance
6. When the depth of sediment reaches 1/3 of the depth of structure in any part of the pool, all accumulation shall be removed.
7. Removed sediment shall be disposed of in locations that the sediment will not erode into the construction areas or into natural waterways. The same holds true for excavated material removed during construction of the sediment basin.

### 3.10 TEMPORARY SEEDING AND MULCHING

**A. General**

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

**B. Construction Requirements:**

1. Permanent seeding and mulching following temporary seeding will be performed during the favorable seeding seasons only.
2. Temporary seeding mixtures and planting season:
   
   a. December 1 to March 1: 50 lbs. oat grain per acre
   b. March 1 to December 1: 50 lbs. (cereal rye or wheat) per acre
3. Temporary mulch, fertilizer, and lime for seeding:
   
   a. Fertilizer and mulch for temporary seed mixtures shall be applied in accordance with Section 02921.
   b. Fertilizer shall be applied at the rate specified for permanent seeding.
   c. Lime will not be required for temporary seeding.

### 3.11 STRAW BALES

**A. General**

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

**B. Construction Requirements:**

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

### 3.12 SILT FENCE

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

B. General Requirements:

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

C. Installation

1. Geotextile at the bottom of the fence shall be buried as indicated on the detail.
2. The trench shall be backfilled and the soil compacted over the geotextile. The geotextile shall be spliced together as indicated on the detail.
3. Post Installation
   a. Post spacing shall not exceed 8' for wire support fence installation or 5' for self supported installations.
   b. Posts shall be driven a minimum of 24" into the ground. Where rock is encountered, posts shall be installed in a manner approved by the Owner’s Representative.
   c. Closer spacing, greater embedment depth and/or wider posts shall be used in low areas, soft, or swampy ground to ensure adequate resistance to applied loads.
4. When support fence is used, the mesh shall be fastened securely to the upstream side of the post.
   a. The mesh shall extend into the trench a minimum of 2" and extend a maximum of 36" above the original ground surface.
5. When self-supported fence is used, the geotextile shall be securely fastened to fence posts.
6. Maintenance
   a. The Contractor shall maintain the integrity of silt fences as long as they are necessary to contain sediment runoff.
   b. The Contractor shall inspect all temporary silt fences immediately after each rainfall and at least daily, during prolonged rainfall.
   c. The Contractor shall immediately correct deficiencies.
   d. The Contractor shall make a daily review of the location of silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness.
   e. Where a single fence is not adequate to handle the volume of silt or flows are not completely intercepted, additional silt fences shall be installed.
7. The Contractor shall remove and dispose of sediment deposits when the deposit approaches one-half the height of the fence.
8. The silt fence shall remain in place until the upstream surface is stabilized. Upon removal, the Contractor shall remove the silt fence, dispose of excess silt, and restore the disturbed area in accordance with Section 02921.

3.13 TEMPORARY PIPE

A. General:

1. The Contractor shall install temporary pipes and fill at locations, to be crossed by the Contractor’s equipment, which carry a concentrated flow during rain events.

B. Construction Requirements:

1. All temporary pipes shall be installed in the same manner as permanent pipe is installed on the project to assure that the water does not cause erosion around the pipe.
2. Material to backfill the pipe should be placed in 6" lifts and mechanically compacted. Compaction testing will not be required.

3.14 SEDIMENT REMOVAL

A. General

1. Sediment deposits shall be removed when:
   a. The deposits reach approximately one-half the height of a ditch check, straw bale barrier or silt fence.
   b. The sediments have reduced the ponded volume of sediment basins to one-third of the original volume.
   c. Requested by the Owner’s Representative.

B. Sediment removed from erosion control features shall be deposited in a location where it will not erode into construction areas or watercourses.

END OF SECTION 312500
SECTION 313200 - SOIL STABILIZATION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Provide vertical perforated drain pipe between drilled piers.

B. Provide geotextile fabric to wrap the perforated drain pipes.

PART 2 - PRODUCTS

2.1 PERFORATED DRAIN PIPE

A. MATERIALS

1. Rigid polyvinyl chloride (PVC) compound Type 1 Grade 1 with a Cell Classification of 12454 as defined in ASTM D1784.

2. Holes: 2 rows parallel to pipe axis; 6 inch maximum spacing; 1/2 inch hole diameter.

3. Weight: Schedule 40

2.2 GEOTEXTILE FABRIC

A. PROPERTIES

<table>
<thead>
<tr>
<th>Mechanical Properties</th>
<th>Test Method</th>
<th>Unit</th>
<th>Minimum Average Roll Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grab Tensile Strength</td>
<td>ASTM D4632</td>
<td>lbs (N)</td>
<td>120 (534)</td>
</tr>
<tr>
<td>Grab Tensile Elongation</td>
<td>ASTM D4632</td>
<td>%</td>
<td>50</td>
</tr>
<tr>
<td>Trapezoid Tear Strength</td>
<td>ASTM D4533</td>
<td>lbs (N)</td>
<td>50 (223)</td>
</tr>
<tr>
<td>CBR Puncture Strength</td>
<td>ASTM D6241</td>
<td>lbs (N)</td>
<td>310 (1380)</td>
</tr>
</tbody>
</table>

| Apparent Opening Size (AOS)   | ASTM D4751    | U.S. Sieve (mm) | 70 (0.212)         |

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Unit</th>
<th>Minimum Roll Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permittivity</td>
<td>ASTM D4491</td>
<td>sec⁻¹</td>
<td>1.7</td>
</tr>
<tr>
<td>Flow Rate</td>
<td>ASTM D4491</td>
<td>gal/min/ft² (l/min/m²)</td>
<td>135 (5500)</td>
</tr>
<tr>
<td>UV Resistance (at 500 hours)</td>
<td>ASTM D4355</td>
<td>% strength retained</td>
<td>70</td>
</tr>
</tbody>
</table>
PART 3 - EXECUTION

3.1 PERFORATED DRAIN PIPE
   A. Install with holes facing the dirt side.
   B. Provide a cap at the top end
   C. Provide a 90 degree long sweep elbow at the base. Cap with a debris mesh.

3.2 GEOTEXTILE FABRIC
   A. Install with the seam on the concrete (river) side of the pipe.
   B. Fasten the seam to insure that it will not separate.
   C. Fasten the fabric to the pipe to insure that the fabric will stay in place.

END OF SECTION 313200
SECTION 316329 - DRILLED CONCRETE PIERS AND SHAFTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Dry-installed drilled piers.
   2. Wet-installed piers.

B. Related Sections:

1.2 BID PRICE

A. Base bids on indicated number of drilled piers and, for each pier, the design length from top elevation to bottom of shaft, and the diameter of shaft. See drawings for top of limestone bid elevation. Geotechnical report is attached as Appendix A to this Project Manual.

1.3 UNIT PRICES

A. Unit prices are included in Section 012200 "Unit Prices."

B. Drilled shafts in soil of shale
   1. Add or Deduct Unit Prices shall be based on the actual length of the drilled shaft.
   2. Unit prices include labor, materials, tools, equipment, and incidentals required for excavation, trimming, shoring, casings, dewatering, reinforcement, concrete fill, testing and inspecting, and other items for complete drilled-pier installation.

C. Drilled shafts in rock:
   1. Add or Deduct Unit Prices shall be based on the actual length of the drilled shaft.
   2. Unit prices include labor, materials, tools, equipment, and incidentals required for excavation, trimming, shoring, casings, dewatering, reinforcement, concrete fill, testing and inspecting, and other items for complete drilled-pier installation.

1.4 SUBMITTALS

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

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
   1. Indicate amounts of mixing water to be withheld for later addition at Project site.
C. Shop Drawings: For concrete reinforcement detailing fabricating, bending, supporting, and placing.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Welding certificates.

C. Material Certificates: For the following, from manufacturer:
   1. Cementitious materials.
   2. Admixtures.
   3. Steel reinforcement and accessories.
   4. Record drawings documenting pier location, depth to rock, embedment into rock, and probe hole results.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer that has specialized in drilled-pier work.

B. Testing Agency Qualifications: Qualified according to ASTM C 1077, ASTM D 3740, and ASTM E 329 for testing indicated.

C. Welding Qualifications: Qualify procedures and personnel according to the following:
   1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
   2. AWS D1.4, "Structural Welding Code - Reinforcing Steel."

D. Drilled-Pier Standard: Comply with ACI 336.1 unless modified in this Section.

E. Preinstallation Conference: Conduct conference at Project site.
   1. Review methods and procedures related to drilled piers including, but not limited to, the following:
      a. Review geotechnical report.
      b. Discuss existing utilities and subsurface conditions.
      c. Review coordination with temporary controls and protections.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Locate existing underground utilities before excavating drilled piers. If utilities are to remain in place, provide protection from damage during drilled-pier operations.
   1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, adapt drilling procedure if necessary to prevent damage to utilities. Cooperate with Owner and utility companies in keeping services and facilities in operation without interruption. Repair damaged utilities to satisfaction of utility owner.
B. Interruption of Existing Utilities: Do not interrupt any utility to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify Owner no fewer than 5 days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without Owner's written permission.

C. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for drilled piers.
2. The geotechnical report is included referenced elsewhere in the Project Manual.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

B. Plain-Steel Wire: ASTM A 82, as drawn.

2.2 CONCRETE MIX DESIGN

A. Design strength at 28 days: 4000 psi

B. Water / cement ratio: 0.5 maximum

C. Slump: 6 inch maximum.

D. Air Content: 5% – 7%

2.3 CONCRETE MATERIALS

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

1. Portland Cement: ASTM C 150, Type I/II Supplement with the following:
   a. Fly Ash: ASTM C 618, Class C only; 25% maximum replacement.

B. Normal-Weight Aggregate: ASTM C 33, graded, 3/4-inch- (19-mm-) nominal maximum coarse-aggregate size. Provide aggregate from a single source.

1. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

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

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
3. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
4. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

E. Sand-Cement Grout: Portland cement, ASTM C 150, Type II; clean natural sand, ASTM C 404; and water to result in grout with a minimum 28-day compressive strength of 1000 psi (6.9 MPa), of consistency required for application.

2.4 STEEL CASINGS

A. Steel Pipe Casings: ASTM A 283/A 283M, Grade C, or ASTM A 36/A 36M, carbon-steel plate, with joints full-penetration welded according to AWS D1.1/D1.1M.


C. Liners: Comply with ACI 336.1.

2.5 CONCRETE MIXTURES

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 limits as if concrete were exposed to deicing chemicals.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

D. Proportion normal-weight concrete mixture as follows:

1. See Structural General Notes for mix requirements.

2.6 FABRICATING REINFORCEMENT

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

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

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, vibration, and other hazards created by drilled-pier operations.

3.2 EXCAVATION

A. Classified Excavation: Excavation is classified as standard excavation, special excavation, and obstruction removal and includes excavation to bearing elevations as follows:

1. Standard excavation includes excavation accomplished with conventional augers fitted with soil or rock teeth, drilling buckets, or underreaming tools attached to drilling equipment of size, power, torque, and downthrust necessary for the Work.

2. Special excavation includes excavation that requires special equipment or procedures above or below indicated depth of drilled piers where drilled-pier excavation equipment used in standard excavation, operating at maximum power, torque, and downthrust, cannot advance the shaft.

   a. Special excavation requires use of special rock augers, core barrels, air tools, blasting, or other methods of hand excavation.

   b. Earth seams, rock fragments, and voids included in rock excavation area will be considered rock for full volume of shaft from initial contact with rock.

3. Obstructions: Payment for removing unanticipated boulders, concrete, masonry, or other subsurface obstructions that cannot be removed by conventional augers fitted with soil or rock teeth, drilling buckets, or underreaming tools attached to drilling equipment of size, power, torque, and downthrust necessary for the Work will be according to Contract provisions for changes in the Work.

B. Prevent surface water from entering excavated shafts. Conduct water to site drainage facilities.

C. Excavate shafts for drilled piers to indicated elevations. Remove loose material from bottom of excavation.

   1. Excavate bottom of drilled piers to level plane within 1:12 tolerance.
   2. Remove water from excavated shafts before concreting.
   3. Excavate rock sockets of dimensions indicated.
4. Cut series of grooves about perimeter of shaft to height from bottom of shaft, vertical spacing, and dimensions indicated.

D. Notify and allow testing and inspecting agency to test and inspect bottom of excavation. If unsuitable bearing stratum is encountered, make adjustments to drilled piers as determined by Engineer.
   1. Do not excavate shafts deeper than elevations indicated unless approved by Architect.
   2. Payment for additional authorized excavation will be according to Contract provisions for changes in the Work.

E. End-Bearing Drilled Piers: Probe with auger to a depth below bearing elevation, equal to diameter of the bearing area of drilled pier. Determine whether voids, clay seams, or solution channels exist.
   1. Test first three drilled piers and one of every six drilled piers thereafter.

F. Excavate shafts for closely spaced drilled piers and for drilled piers occurring in fragile or sand strata only after adjacent drilled piers are filled with concrete and allowed to set.

G. Temporary Casings: Install watertight steel casings of sufficient length and thickness to prevent water seepage into shaft; to withstand compressive, displacement, and withdrawal stresses; and to maintain stability of shaft walls.
   1. Remove temporary casings, maintained in plumb position, during concrete placement and before initial set of concrete.

H. Tolerances: Construct drilled piers to remain within ACI 336.1 tolerances.
   1. If location or out-of-plumb tolerances are exceeded, provide corrective construction.
      Submit design and construction proposals to Architect for review before proceeding.

I. The owner will employ an archeologist to observe the excavations. The archeologist may order the work to pause if they observe anything of interest.

J. The contractor will give the owner a minimum 2 full working days notice prior to the start of excavations.

3.3 PERMANENT STEEL CASINGS

A. Install steel casings of minimum 3/8" wall thickness and of diameter not less than diameter of drilled pier.
   1. Install casings as excavation proceeds, to maintain sidewall stability.
   2. Fabricate bottom edge of lowest casing section with cutting shoe capable of penetrating rock and achieving water seal.
   3. Connect casing sections by continuous penetration welds to form watertight, continuous casing.
   4. Remove and replace or repair casings that have been damaged during installation and that could impair strength or efficiency of drilled pier.
5. Fill annular void between casing and shaft wall with grout.

B. Corrugated-Steel Casings: Provide corrugated-steel casings formed from zinc-coated steel sheet.
   1. Corrugated casings may be delivered in sections or panels of convenient length and field connected according to manufacturer's written instructions.

3.4 STEEL REINFORCEMENT

A. Comply with recommendations in CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy bond with concrete.

C. Fabricate and install reinforcing cages symmetrically about axis of shafts in a single unit.

D. Accurately position, support, and secure reinforcement against displacement during concreting. Maintain minimum cover over reinforcement.

E. Use templates to set anchor bolts, leveling plates, and other accessories furnished in work of other Sections. Provide blocking and holding devices to maintain required position during final concrete placement.

F. Protect exposed ends of extended reinforcement, dowels, or anchor bolts from mechanical damage and exposure to weather.

3.5 CONCRETE PLACEMENT

A. Place concrete in continuous operation and without segregation immediately after inspection and approval of shaft by Contractor’s independent testing and inspecting agency.
   1. Construct a construction joint if concrete placement is delayed more than one hour. Level top surface of concrete. Before placing remainder of concrete, clean surface laitance, roughen, and slush concrete with commercial bonding agent or with sand-cement grout mixed at ratio of 1:1.

B. No concrete shall be placed until all casings within a 15 ft. radius have been installed. Within the 15 foot radius, all driving or vibratory installation methods shall be discontinued until the concrete in the last shaft has set at least 5 days.

C. Dry Method: use only in dry holes. Place concrete to fall vertically down the center of drilled pier without striking sides of shaft or steel reinforcement.
   1. Do not allow concrete to free-fall more than 5 ft.
   2. Vibrate top 60 inches (1500 mm) of concrete.

D. Wet Method:
1. Where concrete cannot be directed down shaft without striking reinforcement, place concrete with tremies, or pumps.

2. Concrete placement by Tremie:
   a. Underwater placement of concrete shall not begin until the tremie is at the shaft base elevation. The discharge end of the tremie shall be constructed to permit the free radial flow of concrete during placement operations. The tremie discharge end shall remain immersed as deep as practical in the concrete, but shall be no less than 5 feet at all times. The tremie shall be supported such as to permit free movement of the discharge end over the entire top surface of the work and to permit rapid lowering when necessary to retard or stop the flow of concrete. The discharge end shall be sealed closed at the start of work to prevent water from entering the tube before the tube is filled with concrete. After placement has started, the level of the concrete in the tremie shall be maintained above the level of slurry or water in the borehole at all times to prevent water or slurry intrusion into the shaft concrete. If water enters the tube after placement is started, the tremie shall be withdrawn, the discharge end resealed, and the placement restarted. The flow of concrete shall be continuous until the work is completed.
   b. If at any time during the concrete pour, when using the wet construction method, the tremie line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete surface, the entire drilled shaft will be considered defective. In such a case, the contractor shall remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or overreaming as directed by the engineer, and repour the shaft. Corrections made by the contractor will be noncompensable and any effect on time of performance nonexcusable.

3. Concrete placement by pumps:
   a. Concrete pumps and lines may be used for concrete placement by either the wet or dry construction method. All pump lines shall have a minimum diameter of 5 inches (125 mm) and shall be constructed with watertight joints. Concrete placement shall not begin until the pump line discharge orifice is at the shaft base elevation. For the wet construction method, a plug or similar device shall be used to separate the concrete from the fluid in the hole until pumping begins. The plug shall either be removed from the excavation or shall be of a material that does not cause a defect in the shaft if the plug is not removed. The discharge orifice shall remain at least 5 feet (1.5 m) below the surface of the fluid concrete. If at any time during the concrete pour the pump line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete level, the shaft will be considered defective. In such a case, the contractor shall remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or overreaming as directed by the engineer, and repour the shaft. Corrections made by the contractor will be noncompensable and any effect on time of performance nonexcusable.

E. Coordinate withdrawal of temporary casings with concrete placement to maintain at least a 60-inch (1500-mm) head of concrete above bottom of casing.

1. Vibrate top 60 inches (1500 mm) of concrete after withdrawal of temporary casing.

F. Screed concrete at cutoff elevation level and apply scoured, rough finish. Where cutoff elevation is above the ground elevation, form top section above grade and extend shaft to required elevation.
G. Protect concrete work, according to ACI 301, from frost, freezing, or low temperatures that could cause physical damage or reduced strength.

1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
2. Do not use calcium chloride, salt, or other mineral-containing antifreeze agents or chemical accelerators.

H. If hot-weather conditions exist that would seriously impair quality and strength of concrete, place concrete according to ACI 301 to maintain delivered temperature of concrete at no more than 90 deg F (32 deg C).

1. Place concrete immediately on delivery. Keep exposed concrete surfaces and formed shaft extensions moist by fog sprays, wet burlap, or other effective means for a minimum of seven days.

3.6 FIELD QUALITY CONTROL

A. Testing: OWNER to hire a testing agency acceptable to the engineer to perform tests on drilled piers. Testing company shall be qualified under ASTM E329-18.

B. Drilled-Pier Tests and Inspections: For each drilled pier, before concrete placement.

1. Soil Testing: Bottom elevations, bearing capacities, and lengths of drilled piers indicated have been estimated from available soil data. Actual elevations and drilled-pier lengths and bearing capacities will be determined by testing and inspecting agency. Final evaluations and approval of data will be determined by Engineer.

C. Concrete Tests and Inspections: ASTM C 172 except modified for slump to comply with ASTM C 94/C 94M.

1. Slump: ASTM C 143/C 143M; one test at point of placement for each compressive-strength test but no fewer than one test for each concrete load.
2. Concrete Temperature: ASTM C 1064/C 1064M; 1 test hourly when air temperature is 40 deg F (4.4 deg C) and below and 80 deg F (27 deg C) and above, and 1 test for each set of compressive-strength specimens.
3. Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test unless otherwise indicated. Mold and store cylinders for laboratory-cured test specimens unless field-cured test specimens are required.
4. Compressive-Strength Tests: ASTM C 39; one set for each drilled pier but not more than one set for each truck load. One specimen will be tested at 7 days, 2 specimens will be tested at 28 days, and 1 specimen will be retained in reserve for later testing if required.
5. If frequency of testing will provide fewer than five strength tests for a given class of concrete, testing will be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
6. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa). If strength is not adequate, test one cylinder at 56 days.
7. Report test results in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. List Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests in reports of compressive-strength tests.

8. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete. Non-destructive tests must be coordinated with destructive tests.

9. Additional Tests: Testing and inspecting agency will make additional tests of concrete if test results indicate that slump, compressive strengths, or other requirements have not been met, as directed by Engineer. This testing will be paid by the Contractor.

   a. Continuous coring of drilled piers may be required, at Contractor's expense, if temporary casings have not been withdrawn within specified time limits or if observations of placement operations indicate deficient concrete quality, presence of voids, segregation, or other possible defects.

10. Perform additional testing and inspecting, at Contractor's expense, to determine compliance of replaced or additional work with specified requirements.

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

D. An excavation, concrete, or a drilled pier will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports for each drilled pier as follows:

   1. Actual top and bottom elevations.
   2. Actual drilled-pier diameter at top, bottom.
   3. Top of rock elevation.
   4. Description of soil materials.
   5. Description, location, and dimensions of obstructions.
   6. Final top centerline location and deviations from requirements.
   7. Variation of shaft from plumb.
   8. Shaft excavating method.
  10. Levelness of bottom and adequacy of cleanout.
  11. Ground-water conditions and water-infiltration rate, depth, and pumping.
  12. Description, purpose, length, wall thickness, diameter, tip, and top and bottom elevations of temporary or permanent casings.
  13. Description of soil or water movement, sidewall stability, loss of ground, and means of control.
  14. Date and time of starting and completing excavation.
  15. Inspection report.
  17. Position of reinforcing steel.
  18. Concrete placing method, including elevation of consolidation and delays.
  20. Locations of construction joints.
  21. Concrete volume.
22. Concrete testing results.
23. Remarks, unusual conditions encountered, and deviations from requirements.

3.7 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 316329
APPENDIX A

GEOTECHNICAL REPORT

This geotechnical report is included for reference only. The contractor will conduct additional investigations as necessary for the completion of the work in this project.
Report of Geotechnical Investigation for
Bollinger Mill Restoration
Burfordville, Missouri

Prepared for:
TAP Engineers
Saint Louis, MO

Prepared by:
Reitz & Jens, Inc.
Consulting Engineers

April 25, 2014

The Professional whose signature and personal seal appear hereon assumes responsibility only for what appears in the attached report and disclaims (pursuant to Section 327.411 RSMo) any responsibility for all other plans, estimates, specifications, reports, or other documents or instruments not sealed by the undersigned Professional relating to or intended to be used for any part or parts of the project to which this report refers.
INTRODUCTION

This report presents the results of our geotechnical investigation at the Bollinger Mill State Historic Site in Burfordville, Missouri. The investigation is part of an engineering study for the restoration of the Bollinger Mill along the Whitewater River in Jackson County, MO. The site is administered by the State Parks Division of the Missouri Department of Natural Resources.

The scope of services for this geotechnical investigation includes:

- Drill three test holes to determine the depths to bedrock
- Excavate by back-hoe behind the mill race walls to determine the structural shape
- Recommend mill race wall repairs and provide geotechnical design parameters

Because the scope of services and level of effort are specific to the needs of this project, the contents of this report may not address items critical to other projects. Therefore, this report is not to be used for other projects or by third parties without Reitz & Jens' written authorization.

Project Description

The existing historic mill building is sited on the west bank of the Whitewater river in Burfordville, MO. Throughout the remainder of this report, the compass references will assume that the river flows from North to South, the main front entry door of the mill is on the west wall, the headrace is on the north wall and the tailrace is on the south wall. The dam is on the east side of the mill building.

The mill complex includes an adjacent covered bridge crossing the Whitewater river, a four floor above grade brick bearing wall mill building, a stone foundation mill building support housing the mill turbines and providing a surge chamber for flows from the mill race, and upstream and downstream stone retaining walls guiding the water to the mill race intake gates, and from the tail race. A low head masonry dam abutting the mill building spans across the Whitewater river to create the differential head that powers the mill machinery.

The upstream and downstream mill race retaining walls have required repairs when portions of the wall collapsed, and loss of mortar along the face of the retaining walls has also occurred, some locations of loss of contained soil through the wall open mortar joints have been documented. The mill building foundation walls are also losing mortar and will need repointing. There have been several records of localized foundation underpinning on both the front and river side of the mill.

This investigation does not include any study of the covered bridge abutment or approach deck foundations.
Site Description

The mill building is sited on the west bank of the Whitewater River at Burfordville, MO. The river at this location has an approximately six-tenths mile wide floodplain. The mill is just upstream of a small creek that flows from the west. The ground surrounding the mill location is shown as within the 100 year FEMA floodplain, Zone A. This designation indicates that the flooding depth has not been calculated but has been judged to be above the ground surface at an unknown depth.

The present mill building dates back to the middle 1800’s. Previous buildings were there but were apparently destroyed by fire. The age of the stonework for the building foundation, retaining walls and the dam is not known.

The mill race walls are showing signs of deterioration and have been repaired several times. Presently the walls between the covered bridge and the headrace has failed with the lower portion of the wall apparently collapsed into the river. This failure is at least one year old. The mill building stone foundation has significant mortar deterioration and needs to be repaired. The extent of the repair is one of the goals of the total structural investigation of which the geotechnical aspect is one part.

Previous Foundation Related Documentation

The state has made plans with as-built notes available, with the earliest notes being dated 1968. This group of plans indicates that the southwest corner of the mill building was underpinned (1976), and that some work may have been needed at the northeast corner of the turbine well floor (1976). The 1968 plans also indicate that some stone foundation buttress work for the southeast corner of the mill building was needed.

A single plan sheet for the replacement of the collapsed downstream portion of the tailrace wall is dated 1999. This replacement was performed. A file copy of a short geotechnical investigation for the failed wall replacement was located after our current field investigation.

A 2007 report for the repairs of the trash rack and head-race gates is also available.

The restoration plans provide an elevation of several obvious benchmarks within the mill building, these elevation references will be used throughout this report. The main floor entry sill is elevation 386.88, the top of dam is elevation 370.12, the headrace entry sill calculates to be at elevation 362.7. There are no direct dimensions or reference elevations to calculate the tailrace exit elevations, they have to be approximated. No field measurements are available to date.

Subsurface Investigation

Test Holes

Three test holes were drilled to refusal beginning on March 5, 2014, by Midwest Drilling, Inc. using a drill rig mounted on an all-terrain vehicle (ATV). The holes were backfilled on March 6, 2014 using a cement bentonite grout. The field investigation was done under the direction of a Reitz & Jens’ soils technician, who determined the sampling intervals and the termination depths, and logged the borings.
Detailed boring logs are included in Figures 2-1 through 2-3. The key to the boring log symbols appears in Figure 2-0.

Samples of subsurface soils were obtained at about 2.5-foot intervals for the first 10 feet, and at 5-foot intervals below 10 feet. Sampling was limited to use of a 2-in. O.D., split-spoon sampler driven by an automatic hammer in conjunction with a Standard Penetration Test (ASTM D1586). Published tests have shown that the blow counts from a SPT using an automatic hammer are about 75% of the blow count obtained using a 140-lbs. manual drop hammer, rope and cathead. Manual SPT hammers have been used to develop correlations between blow counts, or N-values, and soil properties. Therefore, N-values from an automatic hammer should be increased by about one-third in order to use such correlations. The uncorrected blow counts are shown on the individual boring logs.

The disturbed split-spoon samples were visually classified in the field and sealed in glass jars to prevent loss of moisture, for later testing in the laboratory. Borings were logged in the field based upon cuttings, drilling characteristics and recovered samples. Boring logs were subsequently modified as appropriate based on laboratory test results.

**Test Pits**
In addition to the test holes, a test pit was dug with a small backhoe behind the tail race wall on March 26, 2014. This test pit was dug to determine whether or not the stone retaining walls were built as a gravity section. Visual soil descriptions as the test pit was being dug were recorded. The test pit log is included with the boring logs. The maximum depth of the test pit was limited by the equipment to 10 feet. Within that 10 foot depth the stone wall was a uniform thickness, indicating that it is not designed as a gravity section, as was expected for construction of that vintage.

Initially the plans were to dig two test pits, one on both the downstream and upstream side of the mill building, but buried utilities along the upstream wall prevented confidently digging a pit there.

The boring and test pit locations are shown on the location plan with the boring logs in the Appendix. Two of the test holes were drilled by the mill and the third test hole was drilled on the other side of the river to determine the general elevation of the bedrock refusal for the local area. The location plan shows TH # 3 relative to the east end of the covered bridge approach span.

The surface elevations of the test holes and the test pit were measured using an engineering level. The reference benchmark was the front door sill (elev. 386.88). The test hole and test pit locations were taped from existing structure corners. The locations are shown in scale drawings in the Appendix. Note that the test hole 3 is plotted only relative to the east bridge approach span, it is not plotted relative to the mill building.

**LABORATORY TESTING PROGRAM**
All recovered samples were visually described in general accordance with the Unified Soil Classification System and the Standard Test Method for Classification, Description, and Identification of Soils (ASTM D2487 and D2488). Index tests performed included: water content (ASTM D2216), Atterberg liquid and plastic limits (ASTM D4318), and grain size distribution (ASTM D-422). The
The results of these index tests appear on the individual boring logs in Figures 2-1 through 2-3. The grain size curve is included in the Appendix.

SUMMARY OF SUBSURFACE CONDITIONS ENCOUNTERED

Test holes 1 & 2, those on the mill side of the river encountered a clayey silt, silty clay soil to depths of 12 to 18 feet. Test hole 1 had some miscellaneous fills in the upper six feet. This may coincide with the raising of the top of wall in 1968. Below the silty clays high plastic clay soils with or without weathered rock fragments and shales were encountered to depths varying from 24 to 27.5 feet. Auger refusal occurred at depths ranging from 24 to 28.5 feet. The test hole on the other side of the river (TH 3) encountered slightly more sandy clay soils to depths of about 19 feet, clays with rock fragments extended down to 27 feet, auger refusal was at a depth of 27.5 feet.

Groundwater was encountered during drilling at depths of 23 & 27 feet below grade on the mill side of the river, and it only rose about 5 feet overnight. The test hole on the other side of the river encountered groundwater at a depth of 8 feet while drilling, the hole was backfilled immediately after drilling, so no delayed groundwater readings are available for that hole. This groundwater level was approximately equal to the river elevation at the time of drilling.

The test pit excavation did not encounter any groundwater to the termination depth of 10 feet.

EVALUATION AND RECOMMENDATIONS

The geotechnical task of this study is; 1) recommend repair methods and geotechnical design parameters for the rock retaining walls both upstream and downstream of the mill building, and 2) document the elevations of “bedrock” to determine if the mill building might be supported on “bedrock”.

Mill Retaining Walls

The test pit excavation showed that the retaining walls are not built as a gravity section, but rather just as a stone facing on a practically sheer soil fill bank. These stone masonry walls have practically no resistance to lateral loads. The only thing holding up these retaining walls at the present time is the shear strength of the soil which can deteriorate when the soils are wetted. That is one of several reasons that the bottom of the walls are the first to fail, because the lateral load is greater with depth. The other possible contributing cause of wall failure at the bottom is the potential for erosion undermining of the wall and the freeze-thaw action in the river splash zone.

Long term stability of the walls requires that the foundation be protected from undermining, the foundation is adequate to resist sliding along the foundation base, and that the wall section is able to resist the toppling loads created by the retained soils.

River currents or tail race exit currents can eventually undermine any foundation that is not extended down to bedrock or protected with sufficient armouring. At the minimum a cutoff wall has to be extended from the foundation bearing level down to the bedrock at this site to avoid foundation
undermining. Armouring using rip-rap or some other form of turbulent friction based dissipation is not practical in the tail race because it would probably block the turbine exit.

The top of bedrock appears to be at about elevation 360 on the upstream side of the mill and about elevation 354 on the downstream side of the mill. The turbine exit may be as low as elevation 358, this needs to be verified. There is a shaley clay within that elevation range that is definitely not resistant to erosion and does not have sufficient long term strength to prevent any wall from sliding along the shale layers.

The toppling loads have to be resisted by some form of built section re-inforcing, or the section has to be massive enough so that the gravity forces of the intact section can resist the toppling forces. The massive section form of wall is normally called a gravity wall.

Given the age of the mill and the race walls, we expected to find a gravity wall during the test pit excavation behind the “original tail race wall”, since the concept of masonry reinforcing was not readily recognized in the mid 1800’s. The test pit did not find a gravity wall section.

The present condition of the tail race retaining wall between the mill building and the 1999 repair shows a significant bulge in the lower part of the wall. According to the annotated plans we have received this bulge may have been previously repaired by some mass concrete underpinning. The indicated repair appears to be providing primarily a vertical support. It is our opinion that this wall will have absolutely no resistance to a seismic load and can be compromised by a long term flood that suddenly drops trapping water behind the wall. There was no drainage blanket behind the wall in the test pit excavation. The downstream wall between the mill building and the 1999 repair should be replaced.

The retaining walls along the upstream side of the mill up to the covered bridge abutment are showing distress, a recent erosion of a silt bank along the wall just downstream of the bridge abutment has revealed a significant portion of the lower part of the wall missing. This upstream wall needs to be replaced.

The grain size distribution of the typical soil behind the wall shows a fine silty sandy clay. The clay will bind the soil and keep it from rapidly eroding out through any wall joints, but eventually it can wash out due to flushing action from waves of water level fluctuations. The surface soils, being more sandy and silty have no resistance to flowing or seeping water. Any replacement walls should have some form of filter behind the wall to allow trapped water out while retaining the soils. Filter details will have to be developed when the wall type is determined.

Wall Construction Possibilities

**Gravity Wall** – This type of wall would probably be the most authentic restoration however it would be a massive wall that would require about a 20 foot wide base and would require an extra 25 feet or so of back slope to build. It is possible that this wall choice would undermine the front foundation of the mill building. The available plans do not show the depth of the foundations for the front (west) half of the mill building. If the excavation back slope exposed the footings for the mill building, those footing would have to be underpinned to assure continuing building support during the excavation for the race wall replacements. The affected footprint of a gravity wall could be reduced by using anchors grouted into the bedrock, and including some reinforcing steel into the wall section. If grouted anchors are used,
the foundation would have to be on the limestone bedrock to avoid relaxation of the bars due to foundation compression.

A true gravity wall could be built with random mortared masonry, or it could be built with a concrete core and a masonry facing to provide the required visual presentation.

**Reinforced Concrete Cantilevered Wall** – The 1999 restoration of the downstream part of the tailrace wall was this form of construction. This style of wall also requires a relatively large base to mobilize overturning resistance and thus will require a significant excavation backslope for construction. Like the pure gravity wall this excavation backslope could undermine the existing mill front wall, thus requiring underpinning for the mill building front wall depending on the depth of foundation support for the front wall.

This type of wall would be a typical reinforced concrete structure that would be faced with the existing stone masonry and capstones for the visual presentation. This wall should be founded on the limestone bedrock to assure that no erosion undermines the toe of the wall.

The affected footprint of a reinforced cantilever wall could be reduced by using anchors grouted into the bedrock, and including some reinforcing steel into a base block that is founded in the rock. If anchors are used, the foundation would have to be on or in the limestone bedrock to avoid relaxation of the bars due to foundation compression.

**Other Wall Types** - Several wall types built by specialty contractors could be considered, however, the short length of required wall may make these wall types economically less attractive. The complication of providing a visual appearance of the old stone adds to the cost because the other wall types are an internal form of soil reinforcing that the stone facing will have to be added to. The advantage of these other wall types is a smaller affected footprint during construction and the probable need to not have to underpin the mill building west side walls or front wall.

Close spaced drilled pier wall - This wall would be created by drilling approximately 3 foot diameter piers next to one another. Piers with shallow embedment into the bedrock would probably have to have a tieback near the top of the piers to provide the lateral stability. The tieback could either be attached to a deadman approximately 45 feet behind the wall or the tiebacks could be inclined anchors drilled into the bedrock. An alternative to the tied back pier wall is the cantilevered pier wall that would have to be drilled much deeper into the rock to obtain the cantilever reaction, and the pier would probably be larger than 3 foot diameter. In both cases the stone facing would have to be structurally attached to the piers.

Soldier Pile wall – This wall form uses steel beam sections drilled into the bedrock and a lagging spanning between the vertical beams. The lagging could be a precast concrete that could mimic the stone facing. Special casting would be needed to produce the facing panels and it is most likely that the relatively small square footage needed would make the setup cost prohibitive.

Soil Mixing – This is a different form of the close spaced drilled pier wall that uses the native soils mixed in place with cement to form a semi-structural pier. These are difficult to reinforce, so several rows of these mixed piers might be needed to form a gravity wall type of structure. Methods for attaching the stone facing would have to be worked out. Even though this wall might have a wide
footprint, it could probably be built without having to underpin the front of the mill building. These are built without needing any open excavation. This requires specialized drilling equipment, and is probably not going to be economical.

**Wall Design Parameters**

Regardless of the wall type used it will have to resist the lateral pressures from the soils and short term water pressure that may be trapped behind the wall. We recommend a lateral design loading of 60 pounds per cubic foot equivalent fluid pressure. The wall should be designed with drainage behind the wall to reduce the buildup of hydrostatic pressure.

The wall footing should be on limestone bedrock below the compressible and erodible shales. Foundation elevations will probably be at elevation 359 upstream of the mill and at elevation 354 downstream of the mill building or lower. The recommended maximum bearing pressure on the first encountered bedrock should be no higher than 8000 pounds per square foot bearing (working load with FS = 3) on competent bedrock. We recommend test probe holes into the rock to verify there are no mud seams within 3 feet of the bearing elevation.

If deadman anchors are used they should be designed for an ultimate lateral resistance of 400 pounds per cubic foot equivalent fluid pressure. The recommended factor of safety is at least 2.5.

Drilled piers embedded in the bedrock below the shaley layers can be designed for an ultimate lateral resistance of 900 pounds per cubic foot equivalent fluid pressure. We recommend a minimum factor of safety of 3 for this part of the design.

If grouted anchors are used we recommend that the anchors be designed for a maximum shear bond stress of 400 psi (working stress with a FS = 2).

If a well graded crushed rock fill is used behind the retaining walls along with an effective drainage blanket, then the lateral design pressures can be reduced to 40 pounds per square foot per foot of depth equivalent fluid pressure. This reduced pressure is only appropriate for either the gravity wall or the reinforced cantilever wall where the backfill can be controlled.

**Seismic Design Parameters**

The project scope does not include seismic design.

**Control of Ground Water**

Groundwater was not a major influence during test drilling. Some groundwater seepage from the bank side of excavations should be expected during construction if the excavations have to be open for more than one week.

The wall construction will probably require that some form of cofferdam be built in the river to allow wall construction. Design of this cofferdam is best left up to a contractor who may have a preferred method of construction. Foundations for the retaining walls bearing on the bedrock may have some
water flowing into the excavation through rock joints or seams. These may have to be grouted to stop the inflow of water.

POSSIBLE MILL BUILDING SUPPORT

The elevations of bedrock found in the test holes are within the range of possibilities for depths of the walls on the river side of the mill building. Since the southwest corner of the mill building had to be underpinned, it is likely that the entire mill building may not be founded on the same support strata.

Potential retaining wall construction could undermine the front (west) half of the building. If adjacent excavation is required, the foundation depths must be determined, and underpinned if necessary.

QUALITY CONTROL SERVICES

Reitz & Jens should be consulted prior to construction contract bidding to review portions of the plans and specifications relative to geotechnical issues to see that the recommendations in this report have been interpreted correctly. Also, all phases of the foundation and soils related construction should be observed, tested, and documented by Reitz & Jens to verify that subsurface conditions anticipated are, in fact, those found during construction. These quality control services are part of the geotechnical design process. Pertinent construction operations include: subgrade preparation, foundation installation (i.e. bearing surface suitability), and fill or backfill placement and compaction.

LIMITATIONS

The boring logs depict subsurface conditions for specific locations and dates. The recommendations and observations presented in the report assume that significant variations do not occur. Non-uniform conditions, however, often cannot be determined by the procedures described. Where present, such conditions may necessitate additional expenditures to obtain a properly constructed project. We recommend that a contingency fund be budgeted to accommodate such possible variations.
APPENDIX
Boring Location Plan
Boring Logs
Test Pit Photo
Grain Size Analysis
Exploration Locations – Restoration Study

Bollinger Mill – Burfordville, MO
KEY TO BORING LOGS

<table>
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<th>Symbol</th>
<th>Description</th>
<th>Symbol</th>
<th>Description</th>
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<tr>
<td>![Symbol]</td>
<td>Low plastic CLAY (CL)</td>
<td>![Symbol]</td>
<td>2-in. O.D. Split-Spoon</td>
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<td>Clayey SAND or Sandy CLAY (SC)</td>
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<td>![Symbol]</td>
<td>Inorganic, non-plastic SILT (ML)</td>
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<td>![Symbol]</td>
<td>Clayey GRAVEL or Gravelly CLAY (GC)</td>
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<td>![Symbol]</td>
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<td>![Symbol]</td>
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<td>![Symbol]</td>
<td>Weathered Limestone and Shale</td>
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<tr>
<td>![Symbol]</td>
<td>with high plastic Clay</td>
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MISCELLANEOUS SYMBOLS

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<td>![Symbol]</td>
<td>N-value from Standard Penetration Test, ASTM D-1586 (blows/ft)</td>
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Notes:

1. The borings were logged in the field by a Reitz & Jens’ NICET Certified soil technician based upon the recovered samples, cuttings and drilling characteristics. Samples were transported to Reitz & Jens’ lab for testing. Field logs were revised, if needed, based upon laboratory classification and testing.

2. Stratification lines shown on the log represent approximate soil boundaries; actual changes in strata may be gradual or occur between samples.
**BORING LOG**

**PROJECT:** Bollinger Mill  
**CLIENT:** TAP, Inc.  
**DATE DRILLED:** 03-05-14

<table>
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<tr>
<th>DEPTH (FEET)</th>
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<th>SAMPLE TYPE</th>
<th>PERCENT RECOVERY</th>
<th>MATERIAL DESCRIPTION</th>
<th>DRY UNIT WEIGHT (PCF)</th>
<th>BLOWS ROCK QUALITY RATING</th>
<th>ROCK QUALITY DESIGN</th>
<th>MOISTURE CONTENT</th>
<th>PERC. DRY. WEIG.</th>
<th>1 2 3 SHEAR STRENGTH, tsf</th>
<th>N-VALUE (BLOWS PER LAST FOOT)</th>
<th>MOISTURE CONTENT, %</th>
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<td>83</td>
<td></td>
<td></td>
<td>Brown, grey silty clay with rock fragments 1/2&quot; (Fill)</td>
<td>8-4-3</td>
<td>25.1</td>
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<td></td>
<td></td>
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<tr>
<td>6</td>
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<td>100</td>
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<td></td>
<td>Brown, grey silty clay with rock fragments 1/4&quot; (Fill)</td>
<td>2-2-3</td>
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<td>Brown silty clay lignite and limonite</td>
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<td>Green &amp; Grey Shale</td>
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**THE STRATIFICATION LINES REPRESENT APPROXIMATE SOIL BOUNDARIES: ACTUAL STRATIFICATION MAY BE GRADUAL.**

**LOGGED BY:** J. Pruett

**WATER LEVELS:**
- **DURING DRILLING:** 23 FEET
- **BOARING DRY AT COMPLETION OF DRILLING:**
  - AT 19 FEET AFTER 15 HOURS
  - AT FEET AFTER HOURS

**PIEZOMETER:** INSTALLED AT NA FEET
**BORING LOG**

**PROJECT:** Bollinger Mill  
**BORING NUMBER:** B-2  
**LOCATION:**  
**COORD. N E:**  
**ELEVATION:** 382.91  
**DATUM:**  
**DATE DRILLED:** 03-05-14  
**CLIENT:** TAP, Inc.  
**COORD. N E:**  
**ELEVATION:** 382.91  
**DATUM:**  
**DATE DRILLED:** 03-05-14  
**FIGURE:** 2-2  
**SHEET** 1 OF 1  
**DATE DRILLED:** 03-05-14  
**CLIENT:** TAP, Inc.  
**COORD. N E:**  
**ELEVATION:** 382.91  
**DATUM:**  
**DATE DRILLED:** 03-05-14  
**FIGURE:** 2-2  
**SHEET** 1 OF 1  

**REVIEWER:** R. Reitz  
**ATTACHMENT:**  
**FILE:** QU/2  

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<td></td>
<td>36</td>
<td></td>
<td></td>
<td>100</td>
<td>Auger refusal at 28.5'</td>
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**DRILLER:** Midwest Drilling  
**METHOD:** CFA  
**TYPE OF SPT HAMMER:** Automatic  
**HANGER EFFICIENCY (%):**  
**LOGGED BY:** J. Pruett  
**WATER LEVELS:** DURING DRILLING 27 FEET  
**PIEZOMETER:** INSTALLED AT NA FEET
### BORING LOG

**PROJECT:** Bollinger Mill  
**CLIENT:** TAP, Inc.  
**DATE DRILLED:** 03-05-13

**BORING NUMBER:** B-3  
**COORD. N E:**  
**ELEVATION:** 380  
**DATUM:**  
**DATE DRILLED:** 03-05-13  
**FIGURE:** 2-3  
**SHEET 1 OF 1**

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<th>DRY UNIT WEIGHT (PCF)</th>
<th>BLOWS/INCHES</th>
<th>ROCK QUALITY DES.</th>
<th>MTU (%)</th>
<th>MOISTURE CONTENT, %</th>
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<td>372</td>
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<td>Brown silty clay moist trace of fine sand</td>
<td>2-1-2</td>
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<td>366</td>
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<td>100</td>
<td>Brown grey silt with fine sand moist</td>
<td>0-0-0</td>
<td>25.1</td>
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<td>366</td>
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<td></td>
<td>Brown grey silty clay with fine sand &amp;</td>
<td>5-14-17</td>
<td>34.4</td>
<td></td>
<td></td>
<td>▲</td>
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<td></td>
<td>366</td>
<td></td>
<td></td>
<td></td>
<td>Chert rock fragments 3/4&quot; Gravelly 20' to 22'</td>
<td></td>
<td></td>
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<td></td>
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<td>Brown tan HP clay 3/8&quot; chert over</td>
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<td>weathered limestone Auger refusal at 27.5'</td>
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<td></td>
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**THE STRATIFICATION LINES REPRESENT APPROXIMATE SOIL BOUNDARIES: ACTUAL STRATIFICATION MAY BE GRADUAL.**

**DRILLER:** Midwest Drilling  
**METHOD:** CFA/Mag Roto  
**TYPE OF SPT HAMMER:** Automatic  
**HAMMER EFFICIENCY (%):**  
**LOGGED BY:** J. Pruett  

**WATER LEVELS:**  
**DURING DRILLING:** 8 FEET  
**BOARING DRY AT COMPLETION OF DRILLING:**  
**AT FEET AFTER HOURS:**  

**PIEZOMETER:** INSTALLED AT NA FEET
### Boring Log

**Project:** Bollinger Mill  
**Boring Number:** Test Pit  
**Location:** 
**Client:** TAP, Inc.  
**Date Drilled:** 3/26/2014  
**Elevation:** 382  
**Datum:** 

<table>
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<th>Depth (Feet)</th>
<th>Elevation</th>
<th>WATER LEVELS:</th>
<th><strong>Dry Unit Weight (pcf)</strong></th>
<th><strong>Blows per 6 inches</strong></th>
<th><strong>Rock Quality Designation</strong></th>
<th><strong>Moisture Content, %</strong></th>
<th><strong>Moisture Content, %</strong></th>
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<td>Test Pit stopped at 10 feet - backhoe limit</td>
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**Material Description:**
- Tan & Brown Sandy Clayey Silt
- Stone rubble in dark brown clay matrix
- Tan & Grey Silty Clay

**Driller:** Water Level
- During drilling: none
- Boring dry at completion of drilling at: feet after: hours
- At: feet after: hours

**Logged by:** dse

**Piezometer:** Installed at: feet
Test Pit Location along Tail Race

Test Pit View Along Back of Stone Wall
# Particle Size Distribution Report - ASTM D422

## GRAIN SIZE - mm.

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<th>PERCENT FINER</th>
<th>SPEC.* PERCENT</th>
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<td>#200</td>
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* (no specification provided)

## Material Description
Brown silty clay with fine sand moist

## Atterberg Limits

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<th>Coefficients</th>
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<td>$LL =$</td>
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<tr>
<td>$D_{90} =$</td>
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<tr>
<td>$D_{50} =$</td>
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<td>$D_{10} =$</td>
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## Classification
AASHTO =

## Remarks

### Source of Sample
B-3

### Sample Number
88-3

### Depth
10

### Date
03-16-14

### Client
TAP, Inc.

### Project
Bollinger Mill

### Project No.
2014120201

### Figure

### Tested By
M. Tierney/J. Maldonado

### Checked By
D. Eskridge, P.E.
APPENDIX B

PRESERVATION BRIEF 02
REPOINTING HISTORIC MASONRY BUILDINGS

This Appendix is intended for reference in the repairs and rebuilding of stone masonry included in this project. Requirements in this section are mandatory unless noted otherwise in the Project Specifications.
Masonry — brick, stone, terra-cotta, and concrete block — is found on nearly every historic building. Structures with all-masonry exteriors come to mind immediately, but most other buildings at least have masonry foundations or chimneys. Although generally considered "permanent," masonry is subject to deterioration, especially at the mortar joints. Repointing, also known simply as "pointing" or—somewhat inaccurately—"tuck pointing"*, is the process of removing deteriorated mortar from the joints of a masonry wall and replacing it with new mortar (Fig. 1). Properly done, repointing restores the visual and physical integrity of the masonry. Improperly done, repointing not only detracts from the appearance of the building, but may also cause physical damage to the masonry units themselves.

The purpose of this Brief is to provide general guidance on appropriate materials and methods for repointing historic masonry buildings and it is intended to benefit building owners, architects, and contractors. The Brief should serve as a guide to prepare specifications for repointing historic masonry buildings. It should also help develop sensitivity to the particular needs of historic masonry, and to assist historic building owners in working cooperatively with architects, architectural conservators and historic preservation consultants, and contractors. Although specifically intended for historic buildings, the guidance is appropriate for other masonry buildings as well. This publication updates Preservation Briefs 2: Repointing Mortar Joints in Historic Brick Buildings to include all types of historic unit masonry. The scope of the earlier Brief has also been expanded to acknowledge that the many buildings constructed in the first half of the 20th century are now historic and eligible for listing in the National Register of Historic Places, and that they may have been originally constructed with portland cement mortar.

* Tuckpointing technically describes a primarily decorative application of a raised mortar joint or lime putty joint on top of flush mortar joints.
Historical Background

Mortar consisting primarily of lime and sand has been used as an integral part of masonry structures for thousands of years. Up until about the mid-19th century, lime or quicklime (sometimes called lump lime) was delivered to construction sites, where it had to be slaked, or combined with water. Mixing with water caused it to boil and resulted in a wet lime putty that was left to mature in a pit or wooden box for several weeks, up to a year. Traditional mortar was made from lime putty, or slaked lime, combined with local sand, generally in a ratio of 1 part lime putty to 3 parts sand by volume. Often other ingredients, such as crushed marine shells (another source of lime), brick dust, clay, natural cements, pigments, and even animal hair were also added to mortar, but the basic formulation for lime putty and sand mortar remained unchanged for centuries until the advent of portland cement or its forerunner, Roman cement, a natural, hydraulic cement.

Portland cement was patented in Great Britain in 1824. It was named after the stone from Portland in Dorset which it resembled when hard. This is a fast-curing, hydraulic cement which hardens under water. Portland cement was first manufactured in the United States in 1872, although it was imported before this date. But it was not in common use throughout the country until the early 20th century. Up until the turn of the century portland cement was considered primarily an additive, or “minor ingredient” to help accelerate mortar set time. By the 1930s, however, most masons used a mix of equal parts portland cement and lime putty. Thus, the mortar found in masonry structures built between 1873 and 1930 can range from pure lime and sand mixes to a wide variety of lime, portland cement, and sand combinations.

In the 1930s more new mortar products intended to hasten and simplify masons’ work were introduced in the U.S. These included masonry cement, a premixed, bagged mortar which is a combination of portland cement and ground limestone, and hydrated lime, machine-slaked lime that eliminated the necessity of slaking quicklime into putty at the site.

Identifying the Problem Before Repointing

The decision to repoint is most often related to some obvious sign of deterioration, such as disintegrating mortar, cracks in mortar joints, loose bricks or stones, damp walls, or damaged plasterwork. It is, however, erroneous to assume that repointing alone will solve deficiencies that result from other problems (Fig. 2). The root cause of the deterioration—leaking roofs or gutters, differential settlement of the building, capillary action causing rising damp, or extreme weather exposure—should always be dealt with prior to beginning work. Without appropriate repairs to eliminate the source of the problem, mortar deterioration will continue and any repointing will have been a waste of time and money.

Use of Consultants. Because there are so many possible causes for deterioration in historic buildings, it may be desirable to retain a consultant, such as a historic architect or architectural conservator, to analyze the building. In addition to determining the most appropriate solutions to the problems, a consultant can prepare specifications which reflect the particular requirements of each job and can provide oversight of the work in progress. Referrals to preservation consultants frequently can be obtained from State Historic Preservation Offices, the American Institute for Conservation of Historic and Artistic Works (AIC), the Association for Preservation Technology (APT), and local chapters of the American Institute of Architects (AIA).

Finding an Appropriate Mortar Match

Preliminary research is necessary to ensure that the proposed repointing work is both physically and visually appropriate to the building. Analysis of unweathered portions of the historic mortar to which the new mortar will be matched can suggest appropriate mixes for the repointing mortar so that it will not damage the building because it is excessively strong or vapor impermeable. Examination and analysis of the masonry units—brick, stone or terra cotta—and the techniques used in the original construction will assist in maintaining the building’s historic appearance (Figs. 3-4). A simple, non-technical, evaluation of the masonry units and mortar can provide information concerning the relative strength and permeability of each—critical factors in selecting the repointing mortar—while a visual analysis of the historic mortar can provide the information necessary for developing the new mortar mix and application techniques.

Although not crucial to a successful repointing project, for projects involving properties of special historic significance, a mortar analysis by a qualified laboratory can be useful by providing information on the original ingredients. However, there are limitations with such an analysis, and replacement mortar specifications should not be based solely on laboratory analysis. Analysis requires interpretation, and there are important factors which affect the condition and performance of the mortar that cannot be established through laboratory analysis. These may include: the original water content, rate of curing, weather conditions during original construction, the method of mixing and placing the mortar, and the cleanliness and condition of the sand. The most useful information that can come out of laboratory analysis is the identification of sand by...
gradation and color. This allows the color and the texture of the mortar to be matched with some accuracy because sand is the largest ingredient by volume.

In creating a repointing mortar that is compatible with the masonry units, the objective is to achieve one that matches the historic mortar as closely as possible, so that the new material can coexist with the old in a sympathetic, supportive and, if necessary, sacrificial capacity. The exact physical and chemical properties of the historic mortar are not of major significance as long as the new mortar conforms to the following criteria:

- The new mortar must match the historic mortar in color, texture and tooling. (If a laboratory analysis is undertaken, it may be possible to match the binder components and their proportions with the historic mortar, if those materials are available.)
- The sand must match the sand in the historic mortar. (The color and texture of the new mortar will usually fall into place if the sand is matched successfully.)
- The new mortar must have greater vapor permeability and be softer (measured in compressive strength) than the masonry units.
- The new mortar must be as vapor permeable and as soft or softer (measured in compressive strength) than the historic mortar. (Softness or hardness is not necessarily an indication of permeability; old, hard lime mortars can still retain high permeability.)

**Properties of Mortar**

Mortars for repointing should be softer or more permeable than the masonry units and no harder or more impermeable than the historic mortar to prevent damage to the masonry units. It is a common error to assume that hardness or high strength is a measure of appropriateness, particularly for lime-based historic mortars. Stresses within a wall caused by expansion, contraction, moisture migration, or settlement must be accommodated in some manner; in a masonry wall these...
stresses should be relieved by the mortar rather than by the masonry units. A mortar that is stronger in compressive strength than the masonry units, will not "give," thus causing the stresses to be relieved through the masonry units—resulting in permanent damage to the masonry, such as cracking and spalling, that cannot be repaired easily (Fig. 5). While stresses can also break the bond between the mortar and the masonry units, permitting water to penetrate the resulting hairline cracks, this is easier to correct in the joint through repointing than if the break occurs in the masonry units.

Permeability, or rate of vapor transmission, is also critical. High lime mortars are more permeable than denser cement mortars. Historically, mortar acted as a bedding material—not unlike an expansion joint—rather than a "glue" for the masonry units, and moisture was able to migrate through the mortar joints rather than the masonry units. When moisture evaporates from the masonry it deposits any soluble salts either on the surface as efflorescence or below the surface as subflorescence. While salts deposited on the surface of masonry units are usually relatively harmless, salt crystallization within a masonry unit creates pressure that can cause parts of the outer surface to spall off or delaminate. If the mortar does not permit moisture or moisture vapor to migrate out of the wall and evaporate, the result will be damage to the masonry units.

**Components of Mortar**

**Sand.** Sand is the largest component of mortar and the material that gives mortar its distinctive color, texture and cohesiveness. Sand must be free of impurities, such as salts or clay. The three key characteristics of sand are: particle shape, gradation and void ratios.

When viewed under a magnifying glass or low-power microscope, particles of sand generally have either rounded edges, such as found in beach and river sand, or sharp, angular edges, found in crushed or manufactured sand. For repointing mortar, rounded or natural sand is preferred for two reasons. It is usually similar to the sand in the historic mortar and provides a better visual match. It also has better working qualities or plasticity and can thus be forced into the joint more easily, forming a good contact with the remaining historic mortar and the surface of the adjacent masonry units. Although manufactured sand is frequently more readily available, it is usually possible to locate a supply of rounded sand.

The gradation of the sand (particle size distribution) plays a very important role in the durability and cohesive properties of a mortar. Mortar must have a certain percentage of large to small particle sizes in order to deliver the optimum performance. Acceptable guidelines on particle size distribution may be found in ASTM C 144 (American Society for Testing and Materials). However, in actuality, since neither historic nor modern sands are always in compliance with ASTM C 144, matching the same particle appearance and gradation usually requires sieving the sand.

A scoop of sand contains many small voids between the individual grains. A mortar that performs well fills all these small voids with binder (cement/lime combination or mix) in a balanced manner. Well-graded sand generally has a 30 per cent void ratio by volume. Thus, 30 per cent binder by volume generally should be used, unless the historic mortar had a different binder:aggregate ratio. This represents the 1:3 binder to sand ratios often seen in mortar specifications.

For repointing, sand generally should conform to ASTM C 144 to assure proper gradation and freedom from impurities; some variation may be necessary to match the original size and gradation. Sand color and texture also should match the original as closely as possible to provide the proper color match without other additives.

**Lime.** Mortar formulations prior to the late-19th century used lime as the primary binding material. Lime is derived from heating limestone at high temperatures which burns off the carbon dioxide, and turns the limestone into quicklime. There are three types of limestone—calcium, magnesium, and dolomitic—differentiated by the different levels of magnesium carbonate they contain which impart specific qualities to mortar. Historically, calcium lime was used for mortar rather than the dolomitic lime (calcium magnesium carbonate) most often used today. But it is also important to keep in mind the fact that the historic limes, and other components of mortar, varied a great deal because they were natural, as opposed to modern lime which is manufactured and, therefore, standardized. Because some of the kinds of lime, as well as other components of mortar, that were used historically are no longer readily available, even when a conscious effort is made to replicate a "historic" mix, this may not be achievable due to the differences between modern and historic materials.
Lime, itself, when mixed with water into a paste is very plastic and creamy. It will remain workable and soft indefinitely, if stored in a sealed container. Lime (calcium hydroxide) hardens by carbonation absorbing carbon dioxide primarily from the air, converting itself to calcium carbonate. Once a lime and sand mortar is mixed and placed in a wall, it begins the process of carbonation. If lime mortar is left to dry too rapidly, carbonation of the mortar will be reduced, resulting in poor adhesion and poor durability. In addition, lime mortar is slightly water soluble and thus is able to re-seal any hairline cracks that may develop during the life of the mortar. Lime mortar is soft, porous, and changes little in volume during temperature fluctuations, thus making it a good choice for historic buildings. Because of these qualities, high calcium lime mortar may be considered for many repointing projects, not just those involving historic buildings.

For repointing, lime should conform to ASTM C 207, Type S, or Type SA, Hydrated Lime for Masonry Purposes. This machine-slaked lime is designed to assure high plasticity and water retention. The use of quicklime which must be slaked and soaked by hand may have advantages over hydrated lime in some restoration projects if time and money allow.

Lime putty. Lime putty is slaked lime that has a putty or paste-like consistency. It should conform to ASTM C 5. Mortar can be mixed using lime putty according to ASTM C 270 property or proportion specification.

Portland cement. More recent, 20th-century mortar has used portland cement as a primary binding material. A straight portland cement and sand mortar is extremely hard, resists the movement of water, shrinks upon setting, and undergoes relatively large thermal movements. When mixed with water, portland cement forms a harsh, stiff paste that is quite unworkable, becoming hard very quickly. (Unlike lime, portland cement will harden regardless of weather conditions and does not require wetting and drying cycles.) Some portland cement assists the workability and plasticity of the mortar without adversely affecting the finished project; it also provides early strength to the mortar and speeds setting. Thus, it may be appropriate to add some portland cement to an essentially lime-based mortar even when repointing relatively soft 18th or 19th century brick under some circumstances when a slightly harder mortar is required. The more portland cement that is added to a mortar formulation the harder it becomes—and the faster the initial set.

For repointing, portland cement should conform to ASTM C 150. White, non-staining portland cement may provide a better color match for some historic mortars than the more commonly available grey portland cement. But, it should not be assumed, however, that white portland cement is always appropriate for all historic buildings, since the original mortar may have been mixed with grey cement. The cement should not have more than 0.60 per cent alkali to help avoid efflorescence.

Masonry cement. Masonry cement is a preblended mortar mix commonly found at hardware and home repair stores. It is designed to produce mortars with a compressive strength of 750 psi or higher when mixed
with sand and water at the job site. It may contain hydrated lime, but it always contains a large amount of portland cement, as well as ground limestone and other workability agents, including air-entraining agents. Because masonry cements are not required to contain hydrated lime, and generally do not contain lime, they produce high strength mortars that can damage historic masonry. For this reason, they generally are not recommended for use on historic masonry buildings.

**Lime mortar (pre-blended).** Hydrated lime mortars, and pre-blended lime putty mortars with or without a matched sand are commercially available. Custom mortars are also available with color. In most instances, pre-blended lime mortars containing sand may not provide an exact match; however, if the project calls for total repointing, a pre-blended lime mortar may be worth considering as long as the mortar is compatible in strength with the masonry. If the project involves only selected, “spot” repointing, then it may be better to carry out a mortar analysis which can provide a custom pre-blended lime mortar with a matching sand. In either case, if a preblended lime mortar is to be used, it should contain Type S or SA hydrated lime conforming to ASTM C 207.

**Water.** Water should be potable—clean and free from acids, alkalis, or other dissolved organic materials.

**Other Components**

**Historic components.** In addition to the color of the sand, the texture of the mortar is of critical importance in duplicating historic mortar. Most mortars dating from the mid-19th century on—with some exceptions—have a fairly homogeneous texture and color. Some earlier mortars are not as uniformly textured and may contain lumps of partially burned lime or “dirty lime”, shell (which often provided a source of lime, particularly in coastal areas), natural cements, pieces of clay, lampblack or other pigments, or even animal hair. The visual characteristics of these mortars can be duplicated through the use of similar materials in the repointing mortar.

Replicating such unique or individual mortars will require writing new specifications for each project. If possible, suggested sources for special materials should be included. For example, crushed oyster shells can be obtained in a variety of sizes from poultry supply dealers.

**Pigments.** Some historic mortars, particularly in the late 19th century, were tinted to match or contrast with the brick or stone (Fig. 6). Red pigments, sometimes in the form of brick dust, as well as brown, and black pigments were commonly used. Modern pigments are available which can be added to the mortar at the job site, but they should not exceed 10 per cent by weight of the portland cement in the mix, and carbon black should be limited to 2 per cent. Only synthetic mineral oxides, which are alkali-proof and sun-fast, should be used to prevent bleaching and fading.

**Modern components.** Admixtures are used to create specific characteristics in mortar, and whether they should be used will depend upon the individual project. Air-entraining agents, for example, help the mortar to resist freeze-thaw damage in northern climates. Accelerators are used to reduce mortar freezing prior to setting while retarders help to extend the mortar life in hot climates. Selection of admixtures should be made by the architect or architectural conservator as part of the specifications, not something routinely added by the masons.

Generally, modern chemical additives are unnecessary and may, in fact, have detrimental effects in historic masonry projects. The use of antifreeze compounds is not recommended. They are not very effective with high lime mortars and may introduce salts, which may cause efflorescence later. A better practice is to warm the sand and water, and to protect the completed work from freezing. No definitive study has determined whether air-entraining additives should be used to resist frost action and enhance plasticity, but in areas of extreme exposure requiring high-strength mortars with lower permeability, air-entrainment of 10-16 percent may be desirable (see formula for “severe weather exposure” in Mortar Type and Mix). Bonding agents are not a substitute for proper joint preparation, and they should generally be avoided. If the joint is properly prepared, there will be a good bond between the new mortar and the adjacent surfaces. In addition, a bonding agent is difficult to remove if smeared on a masonry surface (Fig. 7).
Mortar Type and Mix

Mortars for repointing projects, especially those involving historic buildings, typically are custom mixed in order to ensure the proper physical and visual qualities. These materials can be combined in varying proportions to create a mortar with the desired performance and durability. The actual specification of a particular mortar type should take into consideration all of the factors affecting the life of the building including: current site conditions, present condition of the masonry, function of the new mortar, degree of weather exposure, and skill of the mason. Thus, no two repointing projects are exactly the same. Modern materials specified for use in repointing mortar should conform to specifications of the American Society for Testing and Materials (ASTM) or comparable federal specifications, and the resulting mortar should conform to ASTM C 270, Mortar for Unit Masonry.

Specifying the proportions for the repointing mortar for a specific job is not as difficult as it might seem. Five mortar types, each with a corresponding recommended mix, have been established by ASTM to distinguish high strength mortar from soft flexible mortars. The ASTM designated them in decreasing order of approximate general strength as Type M (2,500 psi), Type S (1,800 psi), Type N (750 psi), Type O (350 psi) and Type K (75 psi). (The letters identifying the types are from the words MASON WORK using every other letter.) Type K has the highest lime content of the mixes that contain portland cement, although it is seldom used today, except for some historic preservation projects. The designation “L” in the accompanying chart identifies a straight lime and sand mix. Specifying the appropriate ASTM mortar by proportion of ingredients, will ensure the desired physical properties. Unless specified otherwise, measurements or proportions for mortar mixes are always given in the following order: cement-lime-sand. Thus, a Type K mix, for example, would be referred to as 1-3-10, or 1 part cement to 3 parts lime to 10 parts sand. Other requirements to create the desired visual qualities should be included in the specifications.

Figure 7. The dark stain on either side of the vertical joint on this sandstone watertable probably resulted from the use of a bonding agent that was not properly cleaned off the masonry after repointing. Photo: Anne Grimmer.

Figure 8. Due to inadequate joint preparation, the repointing mortar has not adhered properly and is falling out of the joint. Photo: Robert C. Mack, FAIA.

The strength of a mortar can vary. If mixed with higher amounts of portland cement, a harder mortar is obtained. The more lime that is added, the softer and more plastic the mortar becomes, increasing its workability. A mortar strong in compressive strength might be desirable for a hard stone (such as granite) pier holding up a bridge deck, whereas a softer, more permeable lime mortar would be preferable for a historic wall of soft brick. Masonry deterioration caused by salt deposition results when the mortar is less permeable that the masonry unit. A strong mortar is still more permeable than hard dense stone. However, in a wall constructed of soft bricks where the masonry unit itself has a relatively high permeability or vapor transmission rate, a soft, high lime mortar is necessary to retain sufficient permeability.

Budgeting and Scheduling

Repointing is both expensive and time consuming due to the extent of handwork and special materials required. It is preferable to repoint only those areas that require work rather than an entire wall, as is often specified. But, if 25 to 50 per cent or more of a wall needs to be repointed, repointing the entire wall may be more cost effective than spot repointing. Total repointing may also be more sensible when access is difficult, requiring the erection of expensive scaffolding (unless the majority of the mortar is sound and unlikely to require replacement in the foreseeable future). Each project requires judgement based on a variety of factors. Recognizing this at the outset will help to prevent many jobs from becoming prohibitively expensive.

In scheduling, seasonal aspects need to be considered first. Generally speaking, wall temperatures between 40 and 95 degrees F (8 and 38 degrees C) will prevent freezing or excessive evaporation of the water in the mortar. Ideally, repointing should be done in shade, away from strong sunlight in order to slow the drying process, especially during hot weather. If necessary, shade can be provided for large-scale projects with appropriate modifications to scaffolding.

The relationship of repointing to other work proposed on the building must also be recognized. For example, if paint removal or cleaning is anticipated, and if the mortar joints are basically sound and need only selective repointing, it is generally better to postpone repointing.
Incorrect Mortar not cleaned out to a sufficient uniform depth

Edges of brick damaged by tool or grinder. Creates wider joint

Correct Mortar cleaned out to a uniform depth—about 1” deep.

Undamaged edges of brick.

Figure 9. Comparison of incorrect and correct preparation of mortar joints for repointing. Drawing: Robert C. Mack, FAIA, and David W. Look, AIA.

until after completion of these activities. However, if the mortar has eroded badly, allowing moisture to penetrate deeply into the wall, repointing should be accomplished before cleaning. Related work, such as structural or roof repairs, should be scheduled so that they do not interfere with repointing and so that all work can take maximum advantage of erected scaffolding.

Building managers also must recognize the difficulties that a repointing project can create. The process is time consuming, and scaffolding may need to remain in place for an extended period of time. The joint preparation process can be quite noisy and can generate large quantities of dust which must be controlled, especially at air intakes to protect human health, and also where it might damage operating machinery. Entrances may be blocked from time to time making access difficult for both building tenants and visitors. Clearly, building managers will need to coordinate the repointing work with other events at the site.

Contractor Selection

The ideal way to select a contractor is to ask knowledgeable owners of recently repointed historic buildings for recommendations. Qualified contractors then can provide lists of other repointing projects for inspection. More commonly, however, the contractor for a repointing project is selected through a competitive bidding process over which the client or consultant has only limited control. In this situation it is important to ensure that the specifications stipulate that masons must have a minimum of five years’ experience with repointing historic masonry buildings to be eligible to bid on the project. Contracts are awarded to the lowest responsible bidder, and bidders who have performed poorly on other projects usually can be eliminated from consideration on this basis, even if they have the lowest prices.

The contract documents should call for unit prices as well as a base bid. Unit pricing forces the contractor to determine in advance what the cost addition or reduction will be for work which varies from the scope of the base bid. If, for example, the contractor has fifty linear feet less of stone repointing than indicated on the contract documents but thirty linear feet more of brick repointing, it will be easy to determine the final price for the work. Note that each type of work—brick repointing, stone repointing, or similar items—will have its own unit price. The unit price also should reflect quantities; one linear foot of pointing in five different spots will be more expensive than five contiguous linear feet.

Execution of the Work

Test Panels. These panels are prepared by the contractor using the same techniques that will be used on the remainder of the project. Several panel locations—preferably not on the front or other highly visible location of the building—may be necessary to include all types of masonry, joint styles, mortar colors, and other problems likely to be encountered on the job. If cleaning tests, for

Figure 10. Using a hammer and masonry chisel is the least damaging and, thus, generally the preferred method of removing old mortar in preparation for repointing historic masonry. Photo: John P. Speweik.
example, are also to be undertaken, they should be carried out in the same location. Usually a 3 foot by 3 foot area is sufficient for brickwork, while a somewhat larger area may be required for stonework. These panels establish an acceptable standard of work and serve as a benchmark for evaluating and accepting subsequent work on the building.

**Joint Preparation.** Old mortar should be removed to a minimum depth of 2 to 2-1/2 times the width of the joint to ensure an adequate bond and to prevent mortar “popouts” (Fig. 8). For most brick joints, this will require removal of the mortar to a depth of approximately 1/2 to 1 inch; for stone masonry with wide joints, mortar may need to be removed to a depth of several inches. Any loose or disintegrated mortar beyond this minimum depth also should be removed (Fig. 9).

Although some damage may be inevitable, careful joint preparation can help limit damage to masonry units. The traditional manner of removing old mortar is through the use of hand chisels and mash hammers (Fig. 10). Though labor-intensive, in most instances this method poses the least threat for damage to historic masonry units and produces the best final product.

The most common method of removing mortar, however, is through the use of power saws or grinders. The use of power tools by unskilled masons can be disastrous for historic masonry, particularly soft brick. Using power saws on walls with thin joints, such as most brick walls, almost always will result in damage to the masonry units by breaking the edges and by overcutting on the head, or vertical joints (Fig. 11).

However, small pneumatically-powered chisels generally can be used safely and effectively to remove mortar on historic buildings as long as the masons maintain appropriate control over the equipment.

Under certain circumstances, thin diamond-bladed grinders may be used to cut out horizontal joints only on hard portland cement mortar common to most early-20th century masonry buildings (Fig. 12). Usually, automatic tools most successfully remove old mortar without damaging the masonry units when they are used in combination with hand tools in preparation for repointing. Where horizontal joints are uniform and fairly wide, it may be possible to use a power masonry saw to assist the removal of mortar, such as by cutting along the middle of the joint; final mortar removal from the sides of the joints still should be done with a hand chisel and hammer. Caulking cutters with diamond blades can sometimes be used successfully to cut out joints without damaging the masonry. Caulking cutters are slow; they do not rotate, but vibrate at very high speeds, thus minimizing the possibility of damage to masonry units (Fig. 13). Although mechanical tools may be used safely in limited circumstances to cut out horizontal joints in preparation for repointing, they should never be used on vertical joints because of the danger of slipping and cutting into the brick above or below the vertical joint. Using power tools to remove mortar without damaging the surrounding masonry units also necessitates highly skilled masons experienced in working on historic masonry buildings. Contractors.
granite steps are first cut out mechanically (note the vacuum attached to the cutting tool in foreground to cut down on dust). (right) Final removal of the masonry is a very hard stone. Photos: Anne Grimmer.

should demonstrate proficiency with power tools before their use is approved.

Using any of these power tools may also be more acceptable on hard stone, such as quartzite or granite, than on terra cotta with its glass-like glaze, or on soft brick or stone. The test panel should determine the acceptability of power tools. If power tools are to be permitted, the contractor should establish a quality control program to account for worker fatigue and similar variables.

Mortar should be removed cleanly from the masonry units, leaving square corners at the back of the cut. Before filling, the joints should be rinsed with a jet of water to remove all loose particles and dust. At the time of filling, the joints should be damp, but with no standing water present. For masonry walls—limestone, sandstone and common brick—that are extremely absorbent, it is recommended that a continual mist of water be applied for a few hours before repointing begins.

Mortar Preparation. Mortar components should be measured and mixed carefully to assure the uniformity of visual and physical characteristics. Dry ingredients are measured by volume and thoroughly mixed before the addition of any water. Sand must be added in a damp, loose condition to avoid over sanding.

Repointing mortar is typically pre-hydrated by adding water so it will just hold together, thus allowing it to stand for a period of time before the final water is added. Half the water should be added, followed by mixing for approximately 5 minutes. The remaining water should then be added in small portions until a mortar of the desired consistency is reached. The total volume of water necessary may vary from batch to batch, depending on weather conditions. It is important to keep the water to a minimum for two reasons: first, a drier mortar is cleaner to work with, and it can be compacted tightly into the joints; second, with no excess water to evaporate, the mortar cures without shrinkage cracks. Mortar should be used within approximately 30 minutes of final mixing, and "retempering," or adding more water, should not be permitted.

Using Lime Putty to Make Mortar. Mortar made with lime putty and sand, sometimes referred to as roughage or course stuff, should be measured by volume, and may require slightly different proportions from those used with hydrated lime (Fig. 14). No additional water is usually needed to achieve a workable consistency because enough water is already contained in the putty. Sand is proportioned first, followed by the lime putty, then mixed for five minutes or until all the sand is thoroughly coated with the lime putty. But mixing, in the familiar sense of turning over with a hoe, sometimes may not be sufficient if the best possible performance is to be obtained from a lime putty mortar. Although the old practice of chopping, beating and ramming the mortar has largely been forgotten, recent field work has confirmed that lime putty and sand rammed and beaten with a wooden mallet or ax handle, interspersed by chopping with a hoe, can significantly improve workability and performance. The intensity of this action increases the overall lime/sand contact and removes any surplus water by compacting the other ingredients. It may also be advantageous for larger projects to use a mortar pan mill for mixing. Mortar pan mills which have a long tradition in Europe produce a superior lime putty mortar not attainable with today's modern paddle and drum type mixers.

For larger repointing projects the lime putty and sand can be mixed together ahead of time and stored indefinitely, on or off site, which eliminates the need for piles of sand on the job site. This mixture, which resembles damp brown sugar, must be protected from the air in sealed containers with a wet piece of burlap over the top or sealed in a large plastic bag to prevent evaporation and premature carbonation. The lime putty and sand mixture can be recombined into a workable plastic state months later with no additional water.

If portland cement is specified in a lime putty and sand mortar—Type O (1:2:9) or Type K (1:3:11)—the portland cement should first be mixed into a slurry paste before adding it to the lime putty and sand. Not only will this ensure that the portland cement is evenly distributed throughout the mixture, but if dry portland cement is added to wet ingredients it tends to "ball up," jeopardizing dispersion. (Usually water must be added to the lime putty and sand anyway once the portland cement is introduced.) Any color pigments should be added at this stage and mixed for a full five minutes. The mortar should be used within 30 minutes to 1 1/2 hours and it should not be retempered. Once portland cement has been added the mortar can no longer be stored.

Filling the Joint. Where existing mortar has been removed to a depth of greater than 1 inch, these deeper areas should be filled first, compacting the new mortar in several layers. The back of the entire joint should be filled successively by applying approximately 1/4 inch of mortar, packing it well into the back corners. This
application may extend along the wall for several feet. As soon as the mortar has reached thumb-print hardness, another 1/4 inch layer of mortar—approximately the same thickness—may be applied. Several layers will be needed to fill the joint flush with the outer surface of the masonry. It is important to allow each layer time to harden before the next layer is applied; most of the mortar shrinkage occurs during the hardening process and layering thus minimizes overall shrinkage.

When the final layer of mortar is thumb-print hard, the joint should be tooled to match the historic joint (Fig. 15). Proper timing of the tooing is important for uniform color and appearance. If tooled when too soft, the color will be lighter than expected, and hairline cracks may occur; if tooled when too hard, there may be dark streaks called "tool burning," and good closure of the mortar against the masonry units will not be achieved.

If the old bricks or stones have worn, rounded edges, it is best to recess the final mortar slightly from the face of the masonry. This treatment will help avoid a joint which is visually wider than the actual joint; it also will avoid creation of a large, thin featheredge which is easily damaged, thus admitting water (Fig. 16). After tooing, excess mortar can be removed from the edge of the joint by brushing with a natural bristle or nylon brush. Metal bristle brushes should never be used on historic masonry.

**Curing Conditions.** The preliminary hardening of high-lime content mortars—those mortars that contain more lime by volume than portland cement, i.e., Type O (1:2:9), Type K (1:3:11), and straight lime/sand, Type "L"(0:1:3)—takes place fairly rapidly as water in the mix is lost to the porous surface of the masonry and through evaporation. A high lime mortar (especially Type “L”) left to dry out too rapidly can result in chalking, poor adhesion, and poor durability. Periodic wetting of the repointed area after the mortar joints are thumb-print hard and have been finish tooled may significantly accelerate the carbonation process. When feasible, misting using a hand sprayer with a fine nozzle can be simple to do for a day or two after repointing. Local conditions will dictate the frequency of wetting, but initially it may be as often as every hour and gradually reduced to every three or four hours. Walls should be covered with burlap for the first three days after repointing. (Plastic may be used, but it should be tented out and not placed directly against the wall.) This helps keep the walls damp and protects them from direct sunlight. Once carbonation of the lime has begun, it will continue for many years and the lime will gain strength as it reverts back to calcium carbonate within the wall.

**Aging the Mortar.** Even with the best efforts at matching the existing mortar color, texture, and materials, there will usually be a visible difference between the old and...
new work, partly because the new mortar has been matched to the unweathered portions of the historic mortar. Another reason for a slight mismatch may be that the sand is more exposed in old mortar due to the slight erosion of the lime or cement. Although spot repointing is generally preferable and some color difference should be acceptable, if the difference between old and new mortar is too extreme, it may be advisable in some instances to repoint an entire area of a wall, or an entire feature such as a bay, to minimize the difference between the old and the new mortar. If the mortars have been properly matched, usually the best way to deal with surface color differences is to let the mortars age naturally. Other treatments to overcome these differences, including cleaning the non-repointed areas or staining the new mortar, should be carefully tested prior to implementation.

Staining the new mortar to achieve a better color match is generally not recommended, but it may be appropriate in some instances. Although staining may provide an initial match, the old and new mortars may weather at different rates, leading to visual differences after a few seasons. In addition, the mixtures used to stain the mortar may be harmful to the masonry; for example, they may introduce salts into the masonry which can lead to efflorescence.

Cleaning the Repointed Masonry. If repointing work is carefully executed, there will be little need for cleaning other than to remove the small amount of mortar from the edge of the joint following tooling. This can be done with a stiff natural bristle or nylon brush after the mortar has dried, but before it is initially set (1-2 hours). Mortar that has hardened can usually be removed with a wooden paddle or, if necessary, a chisel.

Further cleaning is best accomplished with plain water and natural bristle or nylon brushes. If chemicals must be used, they should be selected with extreme caution. Improper cleaning can lead to deterioration of the masonry units, deterioration of the mortar, mortar smear, and efflorescence. New mortar joints are especially susceptible to damage because they do not become fully cured for several months. Chemical cleaners, particularly acids, should never be used on dry masonry. The masonry should always be completely soaked once with water before chemicals are applied. After cleaning, the walls should be flushed again with plain water to remove all traces of the chemicals.

Several precautions should be taken if a freshly repointed masonry wall is to be cleaned. First, the mortar should be fully hardened before cleaning. Thirty days is usually sufficient, depending on weather and exposure; as mentioned previously, the mortar will continue to cure even after it has hardened. Test panels should be prepared to evaluate the effects of different cleaning procedures.
Mortar Types

(Measured by volume)

<table>
<thead>
<tr>
<th>Designation</th>
<th>Cement</th>
<th>Hydrated Lime or Lime Putty</th>
<th>Sand</th>
</tr>
</thead>
<tbody>
<tr>
<td>M</td>
<td>1</td>
<td>1/4</td>
<td>3-3 1/4</td>
</tr>
<tr>
<td>S</td>
<td>1</td>
<td>1/2</td>
<td>4-4 1/2</td>
</tr>
<tr>
<td>N</td>
<td>1</td>
<td>1</td>
<td>5-6</td>
</tr>
<tr>
<td>O</td>
<td>1</td>
<td>2</td>
<td>8-9</td>
</tr>
<tr>
<td>K</td>
<td>1</td>
<td>3</td>
<td>10-12</td>
</tr>
<tr>
<td>&quot;L&quot;</td>
<td>0</td>
<td>1</td>
<td>2 1/4-3</td>
</tr>
</tbody>
</table>

Suggested Mortar Types for Different Exposures

<table>
<thead>
<tr>
<th>Masonry Material</th>
<th>Sheltered</th>
<th>Moderate</th>
<th>Severe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Very Durable:</td>
<td>O</td>
<td>N</td>
<td>S</td>
</tr>
<tr>
<td>granite, hard-cored brick, etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moderately Durable:</td>
<td>K</td>
<td>O</td>
<td>N</td>
</tr>
<tr>
<td>limestone, durable stone, molded brick</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimally Durable:</td>
<td>&quot;L&quot;</td>
<td>K</td>
<td>O</td>
</tr>
<tr>
<td>soft hand-made brick</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

methods. Generally, on newly repointed masonry walls, only very low pressure (100 psi) water washing supplemented by stiff natural bristle or nylon brushes should be used, except on glazed or polished surfaces, where only soft cloths should be used.**

New construction "bloom" or efflorescence occasionally appears within the first few months of repointing and usually disappears through the normal process of weathering. If the efflorescence is not removed by natural processes, the safest way to remove it is by dry brushing with stiff natural or nylon bristle brushes followed by wet brushing. Hydrochloric (muriatic) acid, is generally ineffective, and it should not be used to remove efflorescence. It may liberate additional salts, which, in turn, can lead to more efflorescence.

Surface Grouting is sometimes suggested as an alternative to repointing brick buildings, in particular. This process involves the application of a thin coat of cement-based grout to the mortar joints and the masonry/brick interface. To be effective the grout must extend slightly onto the face of the masonry units, thus widening the joint visually. The change in the joint appearance can alter the historic character of the structure to an unacceptable degree. In addition, although masking of the bricks is intended to keep the grout off the remainder of the face of the bricks, some level of residue, called "veiling," will inevitably remain. Surface grouting cannot substitute for the more extensive work of repointing, and it is not a recommended treatment for historic masonry.


Summary

For the Owner/Administrator. The owner or administrator of a historic building should remember that repointing is likely to be a lengthy and expensive process. First, there must be adequate time for evaluation of the building and investigation into the cause of problems. Then, there will be time needed for preparation of the contract documents. The work itself is precise, time-consuming and noisy, and scaffolding may cover the face of the building for some time. Therefore, the owner must carefully plan the work to avoid problems. Schedules for both repointing and other activities will thus require careful coordination to avoid unanticipated conflicts. The owner must avoid the tendency to rush the work or cut corners if the historic building is to retain its visual integrity and the job is to be durable.

For the Architect/Consultant. Because the primary role of the consultant is to ensure the life of the building, a knowledge of historic construction techniques and the special problems found in older buildings is essential. The consultant must assist the owner in planning for logistical problems relating to research and construction. It is the consultant’s responsibility to determine the cause of the mortar deterioration and ensure that it is corrected before the masonry is repointed. The consultant must also be prepared to spend more time in project inspections than is customary in modern construction.

For the Masons. Successful repointing depends on the masons themselves. Experienced masons understand the special requirements for work on historic buildings and the added time and expense they require. The entire masonry crew must be willing and able to perform the work in conformance with the specifications, even when the specifications may not be in conformance with standard practice. At the same time, the masons should not hesitate to question the specifications if it appears that the work specified would damage the building.
Visually Examining the Mortar and the Masonry Units

A simple in-situ comparison will help determine the hardness and condition of the mortar and the masonry units. Begin by scraping the mortar with a screwdriver, and gradually tapping harder with a cold chisel and mason’s hammer. Masonry units can be tested in the same way beginning, even more gently, by scraping with a fingernail. This relative analysis which is derived from the 10-point hardness scale used to describe minerals, provides a good starting point for selection of an appropriate mortar. It is described more fully in “The Russack System for Brick & Mortar Description” referenced in Selected Reading at the end of this Brief.

Mortar samples should be chosen carefully, and picked from a variety of locations on the building to find unweathered mortar, if possible. Portions of the building may have been repointed in the past while other areas may be subject to conditions causing unusual deterioration. There may be several colors of mortar dating from different construction periods or sand used from different sources during the initial construction. Any of these situations can give false readings to the visual or physical characteristics required for the new mortar. Variations should be noted which may require developing more than one mix.

1) Remove with a chisel and hammer three or four unweathered samples of the mortar to be matched from several locations on the building. (Set the largest sample aside—this will be used later for comparison with the repointing mortar). Removing a full representation of samples will allow selection of a “mean” or average mortar sample.

2) Mash the remaining samples with a wooden mallet, or hammer if necessary, until they are separated into their constituent parts. There should be a good handful of the material.

3) Examine the powdered portion—the lime and/or cement matrix of the mortar. Most particularly, note the color. There is a tendency to think of historic mortars as having white binders, but grey portland cement was available by the last quarter of the 19th century, and traditional limes were also sometimes grey. Thus, in some instances, the natural color of the historic binder may be grey, rather than white. The mortar may also have been tinted to create a colored mortar, and this color should be identified at this point.

4) Carefully blow away the powdery material (the lime and/or cement matrix which bound the mortar together).

5) With a low power (10 power) magnifying glass, examine the remaining sand and other materials such as lumps of lime or shell.

6) Note and record the wide range of color as well as the varying sizes of the individual grains of sand, impurities, or other materials.

Other Factors to Consider

Color: Regardless of the color of the binder or colored additives, the sand is the primary material that gives mortar its color. A surprising variety of colors of sand may be found in a single sample of historic mortar, and the different sizes of the grains of sand or other materials, such as incompletely ground lime or cement, play an important role in the texture of the repointing mortar. Therefore, when specifying sand for repointing mortar, it may be necessary to obtain sand from several sources and to combine or screen them in order to approximate the range of sand colors and grain sizes in the historic mortar sample.

Pointing Style. Close examination of the historic masonry wall and the techniques used in the original construction will assist in maintaining the visual qualities of the building (Fig. 18). Pointing styles and the methods of producing them should be examined. It is important to look at both the horizontal and the vertical joints to determine the order in which they were tooled and whether they were the same style. Some late-19th and early-20th century buildings, for example, have horizontal joints that were raked back while the vertical joints were finished flush and stained to match the bricks, thus creating the illusion of horizontal bands. Pointing styles may also differ from one facade to another; front walls often received greater attention to mortar detailing than side and rear walls (Fig. 19).

Tuckpointing is not true repointing but the
application of a raised joint or lime putty joint on top of flush mortar joints (Fig. 20). **Penciling** is a purely decorative, painted surface treatment over a mortar joint, often in a contrasting color.

**Masonry Units.** The masonry units should also be examined so that any replacement units will match the historic masonry. Within a wall there may be a wide range of colors, textures, and sizes, particularly with hand-made brick or rough-cut, locally-quarried stone. Replacement units should blend in with the full range of masonry units rather than a single brick or stone.

**Matching Color and Texture of the Repointing Mortar**

New mortar should match the unweathered interior portions of the historic mortar. The simplest way to check the match is to make a small sample of the proposed mix and allow it to cure at a temperature of approximately 70 degrees F for about a week, or it can be baked in an oven to speed up the curing; this sample is then broken open and the surface is compared with the surface of the largest “saved” sample of historic mortar.

If a proper color match cannot be achieved through the use of natural sand or colored aggregates like crushed marble or brick dust, it may be necessary to use a modern mortar pigment.

During the early stages of the project, it should be determined how closely the new mortar should match the historic mortar. Will “quite close” be sufficient, or is “exactly” expected? The specifications should state this clearly so that the contractor has a reasonable idea how much time and expense will be required to develop an acceptable match.

The same judgment will be necessary in matching replacement terra cotta, stone or brick. If there is a known source for replacements, this should be included in the specifications. If a source cannot be determined prior to the bidding process, the specifications should include an estimated price for the replacement materials with the final price based on the actual cost to the contractor.
Conclusion
A good repointing job is meant to last, at least 30 years, and preferably 50-100 years. Shortcuts and poor craftsmanship result not only in diminishing the historic character of a building, but also in a job that looks bad, and will require future repointing sooner than if the work had been done correctly (Fig. 17). The mortar joint in a historic masonry building has often been called a wall's "first line of defense." Good repointing practices guarantee the long life of the mortar joint, the wall, and the historic structure. Although careful maintenance will help preserve the freshly repointed mortar joints, it is important to remember that mortar joints are intended to be sacrificial and will probably require repointing some time in the future. Nevertheless, if the historic mortar joints proved durable for many years, then careful repointing should have an equally long life, ultimately contributing to the preservation of the entire building.

Selected Reading


Technical Notes on Brick Construction. Brick Institute of America, Reston, VA.

Useful Addresses
Brick Institute of America
11490 Commerce Park Drive
Reston, VA 22091
National Lime Association
200 N. Glebe Road, Suite 800
Arlington, VA 22203
Portland Cement Association
5420 Old Orchard Road
Skokie, IL 60077

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This publication has been prepared pursuant to the National Historic Preservation Act of 1966, as amended, which directs the Secretary of the Interior to develop and make available information concerning historic properties. Comments about this publication should be directed to de Teel Patterson Tiller, Chief, Heritage Preservation Services Program, National Park Service, 1849 C Street, N.W. Suite NC200, Washington, D.C. 20240. This publication is not copyrighted and can be reproduced without penalty. Normal procedures for credit to the authors and the National Park Service are appreciated.

Front Cover: Repointing a historic brick building using a lime-based mortar. Traditional lime mortars have a consistency that enables the mortar to cling to a repointing tool while in a vertical position. Photo: John P. Speweik.

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Consistent with Section 401 of the Clean Water Act, these precertified conditions are designed to ensure activities carried out under Nationwide Permits (NWPs) authorized by the U.S. Army Corps of Engineers (USACE) do not violate Missouri Water Quality Standards at 10 CSR 20-7.031, resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability or impacts to the biological and chemical integrity of the waters. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this document apply to those authorized projects where the applicant has chosen to accept these conditions instead of pursuing an individual Clean Water Act Section 401 Water Quality Certification (WQC) for the following NWPs:

- Only General Conditions apply to projects authorized by NWPs 5, 7, 15, 18, 23, 25, 27, 29, 30, 31, 36, 39, 40, 43, 45, and 46.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 6, 7, 12, 13, 14, 16, 19, 20, 22, 33, 41, 42, 53 and 54.

Alternatively, an applicant may apply for individual WQC if they do not wish to accept the conditions outlined in this document.

Projects authorized by NWPs 17, 21, 32, 34, 37, 38, 44, 48, 49, 50, 51 and 52 require individual WQC by the Department of Natural Resources.

NWPs 1, 2, 8, 9, 10, 11, 28 and 35 authorize projects under Section 10 of the Rivers and Harbors Act of 1899 only. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the agency determines the activity is likely to result in a discharge during construction or operation, the Department of Natural Resources has the discretion to require a WQC for a Section 10 activity. The USACE will advise a Section 10 permit applicant that they may need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Chapter 644.037, RSMo, the Department of Natural Resources shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri.

Pursuant to Chapter 644.038, RSMo, the Department of Natural Resources certifies all NWPs for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The Memorandum of Understanding of 2016 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

**GENERAL CONDITIONS**

1. NWPs shall not allow the filling of jurisdictional springs such as those associated with a water body’s point of origin or located in a streambed.

2. Acquisition of NWPs and the attendant WQCs shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact the Department of Natural Resources’ regional office in the project area. A regional office map with contact information can be located at [www.dnr.mo.gov/regions/regions.htm](http://www.dnr.mo.gov/regions/regions.htm).
3. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate and vegetation to prevent increases in turbidity. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.

4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department of Natural Resources’ Environmental Emergency Response number at 573-634-2436 or website at http://dnr.mo.gov/esp/esp-eer.htm.

5. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected such as for bank stabilization, and shall not be used due to their potential to cause violations of the general and numeric criteria of the Water Quality Standards:
   a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the “Missouri Nationwide Permit Regional Conditions” (http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/2017NWP_MORegCon.pdf?ver=2017-03-17-114205-543) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows.
   b. Concrete with exposed rebar.
   c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
   d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure.
   e. Any material containing chemicals that would result in violation of water quality standards.

6. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices. A vegetated riparian buffer strip shall be maintained during all stages of the project, including post-construction, from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of these NWPs, lack of ownership or control of any portion of the riparian buffer strip may be considered a legitimate and discretionary cause to waive this requirement on that portion.

7. An individual WQC is required for any NWP issued on a water that is:
   a. Listed for a sediment-related impairment, aquatic habitat alteration or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report) at http://dnr.mo.gov/env/wpp/waterquality/303d/303d.htm; or
   b. Located in or occur within two miles upstream of a designated outstanding state or national resource water as found in 10 CSR 20-7.031, Tables D and E at http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf.

The Department of Natural Resources’ geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at msdis.missouri.edu/. Additional information to identify the project location, including stream reaches with listed impairments or special water designations, may be obtained from the Department of Natural Resources’ Water Protection Program at 573-522-4502.

8. Discharge to designated metropolitan no-discharge streams is prohibited, except as specifically permitted under the Water Quality Standards, 10 CSR 20-7.031, and non-contaminated stormwater flows. No water contaminant except uncontaminated cooling water, permitted stormwater discharges in compliance with permit conditions, and excess wet-weather bypass discharges not interfering with beneficial uses should be discharged to the watersheds of streams listed in 10 CSR 20-7.031, Table F at http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf.

9. A stream’s pattern, profile and dimension, including but not limited to sinuosity, slope and channel width, shall be maintained as much as practicable. Streambed gradient shall not be adversely impacted during project construction. No project shall accelerate bed or bank erosion.

10. NWPs authorized by the USACE for which the district engineer waives the impact limit related to linear feet (LF) or width shall require notification to the Department of Natural Resources. The Department of Natural Resources shall
respond within 15 calendar days whether or not individual WQC would be required. This is applicable to NWPs 13, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52 and 54.

11. Proposed projects authorized by the USACE and containing a waiver of any “Missouri Nationwide Permit Regional Condition,” except Regional Conditions 2, 3 and 7, shall require an individual WQC by the state.

12. Representatives from the Department of Natural Resources shall be allowed upon request on the project property, which includes the site(s) where the authorized activity takes place and any associated compensatory mitigation site(s), to inspect the authorized activity and mitigation efforts as deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions and water quality standards. The applicant or their consultant shall submit any requested information deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions.

13. After avoidance and minimization for the project, all unavoidable, adverse impacts shall be mitigated appropriately based on type and extent of impact.
   a. Mitigation for loss of aquatic resources shall be in conformance with the currently approved “Missouri Stream Mitigation Method” and/or other mitigation guidance approved for use in Missouri. Mitigation guidance documents can be located online at www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri.
   b. Mitigation shall be within the state of Missouri.
   c. The applicant shall comply with the higher value of compensatory mitigation required by either the Department of Natural Resources or the USACE, but not both unless explicitly noted.
   d. Stream impacts shall require compensatory mitigation with only in-stream or riparian corridor credits, unless the Department of Natural Resources agrees to an alternative.

14. Antidegradation requirements dictate all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization and prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability and basic drainage. Best Management Practices shall be properly installed prior to conducting authorized activities and maintained, repaired and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri’s general water quality criteria [10 CSR 20-7.031(4); Page 15 at http://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf].

15. Channelization of streams is not allowed under this precertification:
   a. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow.
   b. Bank stabilization activities along one bank of a stream are permitted, including but not limited to, bank sloping and riprapping.
   c. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is prohibited.

16. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed unless they are located off-channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin.

17. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional waterways.

SPECIFIC CONDITIONS

18. Nationwide Permit 3 Maintenance
   a. Silt, sediment and debris removal shall be limited to a maximum of 100 LF upstream and 100 LF downstream of structures.
   b. During dewatering, water shall not be returned directly to the water way but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water. If, however, instream flow is 1 cubic foot per second (cfs) or greater and the return rate is set at 1 cfs or less, return may be made directly to the stream.

19. Nationwide Permit 4 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
   Any inorganic or extraneous debris such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill.
20. Nationwide Permit 6 Survey Activities
Water, fines and excavated materials displaced by activities such as borings, shall not be returned directly to the water way, but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water.

21. Nationwide Permit 7 Outfall Structures and Associated Intake Structures
WQC does not replace or negate the need to obtain any required state permits under the Missouri Clean Water Law (Chapter 644, RSMo) for construction of wastewater treatment facility components including outfall structures; permits to release wastewater effluents; or for the construction of components related to public water supplies including intake structures as may be required by the Missouri Safe Drinking Water Law (Chapter 640, RSMo).

22. Nationwide Permit 12 Utility Line Activities
a. For utility crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport.
b. Material resulting from activity may not be temporarily side-cast into waters of the state for more than one month.
c. Directional boring to avoid impacts to waters of the state is recommended.
d. Drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-522-4502. Restoration of the impacted water(s) may be required.
e. Utility line crossings shall be placed as close to perpendicular as possible, and be limited to a maximum crossing length of no more than one and one-half times the width of the stream.
f. New utilities lines, when considering the project as a whole, which (1) Cross more than one jurisdictional water resulting in greater than 500 LF and/or 0.50 acre of impact to jurisdictional waters as a project total, and (2) Travel through more than two county jurisdictions or more than one state jurisdiction shall be viewed as a whole project in the WQC process and require individual WQC of all crossings, except crossings utilizing directional boring.

23. Nationwide Permit 13 Bank Stabilization
Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. The permittee shall invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

24. Nationwide Permit 14 Linear Transportation Projects
a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
b. Where this NWP is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

25. Nationwide Permit 16 Return Water from Upland Contained Disposal Areas
These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources’ Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

26. Nationwide Permit 19 Minor Dredging
These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources’ Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

27. Nationwide Permit 20 Response Operations for Oil and Hazardous Substances
a. These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources’ Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
b. Oil and hazardous substance releases are to be reported to the Department of Natural Resources’ Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases.
28. Nationwide Permit 22 **Removal of Vessels**
   Use of this NWP in Missouri is limited to removal actions only and shall not be used for any disposal of vessel.

29. Nationwide Permit 33 **Temporary Construction, Access and Dewatering**
   a. The use of this NWP shall be limited to impacts of six months or less in duration.
   b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project.

30. Nationwide Permit 41 **Reshaping Existing Drainage Ditches**
   a. Material from the reshaping activities shall not be side-cast into any jurisdictional waters.
   b. Removal of vegetation shall be the minimum necessary to conduct approved activity except for the removal of invasive or noxious species. The Department of Natural Resources encourages deep-rooted vegetation to be maintained on at least one side of the water way to protect water quality; for example, leaving trees on the west side to prevent temperature exceedances in the water way.

31. Nationwide Permit 42 **Recreational Facilities**
   The vegetated riparian buffer strip to be maintained from the high bank on either side of the jurisdictional channel may be used in part for the construction of public recreational trails, including those constructed to standards set by the Americans with Disabilities Act (ADA).

32. Nationwide Permit 53 **Removal of Low-Head Dams**
   a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
   b. Stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the dam.
   c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

33. Nationwide Permit 54 **Living Shorelines**
   Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. Invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

Applications for WQC should be sent to the Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to wpsc401cert@dnr.mo.gov. A complete application consists of the application submitted to the USACE as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable mitigation plans [Section 644.026.26, RSMo and 10 CSR 20-6.060(5)].

An issued WQC becomes part of and expires with the Section 404 and/or Section 10 permit unless explicitly stated in the WQC. Consultation with the Department of Natural Resources is required should the permit require modification. Not all permit modifications require the WQC to be modified or reissued. For example when a permit expiration date is extended or the permit is reissued and there are no changes to the original project or water quality standards, the WQC may remain valid for that project.

The Department of Natural Resources encourages, but does not require the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: www.epa.gov/owow/NPS/lid/ and www.lid-stormwater.net/lid_techniques.htm.
The Department of Natural Resources encourages the use of native vegetation to protect impacted areas from future water quality concerns. Native vegetation has evolved with Missouri’s geology, climate and wildlife to occur within a region as a result of natural processes rather than human intervention. For areas where direct impacts to streams are to be avoided, the Department of Natural Resources recommends a minimum riparian buffer strip width of 50 feet as measured from top of bank.

The following publication provides guidance on how to protect water quality through Best Management Practices on project sites. For more information, please read: “Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri and Kansas” dated January 2011 and located online at http://dnr.mo.gov/env/wpp/wpcp-guide.htm.

To help determine if a proposed activity could encounter species or sites of conservation concern within or near a project, including those that have not been recorded, the applicant is encouraged to visit:

- Missouri Department of Conservation’s “Natural Heritage Review” website at https://naturalheritagereview.mdc.mo.gov/, and

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the U.S. Fish and Wildlife Service.

For more information
Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176
Jefferson City, MO 65102-0176
wpqc401cert@dnr.mo.gov
800-361-4827 or 573-522-4502
http://www.dnr.mo.gov/env/wpp
No. 3 Maintenance
(NWP Final Notice, 82 FR, 1984)

(a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure’s configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintain navigation dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization.

(m) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner that will not not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404))

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more
NWPs, has been and is on notice that all of the provisions of 33 CFR through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

   (a) No activity may cause more than a minimal adverse effect on navigation.
   (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee’s expense on authorized facilities in navigable waters of the United States.
   (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity’s primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharge must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permits are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.
   (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
   (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.
   (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species.
   (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or
which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal permittee has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer will notify the applicant that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer will notify the applicant whether the proposed NWP activity is authorized under any NWP which “may affect” a listed species or critical habitat caused by the NWP activity. If the proposed activity is located in, or is in the vicinity of, the designated critical habitat, the pre-construction notification must state whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.


(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity or include a consultation with the FWS or NMFS the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer will notify the applicant that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer will notify the applicant whether the proposed NWP activity is authorized under any NWP which “may affect” a listed species or critical habitat caused by the NWP activity. If the proposed activity is located in, or is in the vicinity of, the designated critical habitat, the pre-construction notification must state whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.


(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity or include a consultation with the FWS or NMFS the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer will notify the applicant that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer will notify the applicant whether the proposed NWP activity is authorized under any NWP which “may affect” a listed species or critical habitat caused by the NWP activity. If the proposed activity is located in, or is in the vicinity of, the designated critical habitat, the pre-construction notification must state whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.
When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 802.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justifying granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justifying granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have discovered, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include: NOAA-managed marine sanctuaries and marine monuments; and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides a specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult to replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species.

The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to
50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of mitigation, if compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for determining compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a formal mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of \( \frac{1}{2} \)-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than \( \frac{1}{2} \)-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(1) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(e)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case-specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the
permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

______________________________
(Transferee)

______________________________ (Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu-fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(f)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity’s purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP.
(Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan;

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity’s compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity’s adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for:

(i) All NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal, if so coupled by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity’s compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will wait an additional 30 days before making a decision on the pre-construction notification.

(4) In cases where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any fishery conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. NMFS may provide electronic files of comments to the Corps to expedite agency coordination.

D. District Engineer’s Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual
crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

F. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidence and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term “discharge” means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An
ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also be an input in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. An aquatic area of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, or any letter or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or function.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including
tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, pilings, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: (1) Held in trust by the United States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

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APPENDIX E

MISSOURI DEPARTMENT OF CONSERVATION

FISH SPAWNING RESTRICTIONS
Request was made to approve in-stream activity during spawning season restrictions for repairs to foundation structure of Bollinger Mill within the Whitewater River in Cape Girardeau County. The project includes installation of a coffer dam extending into the stream channel and repair work to the mill foundation structure. Placement of the coffer dam will occur outside of the seasonal spawning restriction and the coffer dam will remain in place through the seasonal spawning restriction dates. Regional Condition #2 restricts excavation and discharge of materials into listed waters seasonally. The Whitewater River has a seasonal spawning restriction from 1 February to 31 May.

The Department of Conservation agrees to the requested variance to Regional Condition #2 for this project. It is important during the spawning season to follow best management practices for instream work to prevent excessive sedimentation downstream or restrict the stream flow. Limit, to the extent possible, machinery operation in the stream channel and conduct work from outside the channel. Additionally, upon project completion it is important to remove temporary fills used to aid construction and return the stream channel to its natural condition.

If there are any changes to project schedule or extent, please inform the Department for further review.