

PROJECT MANUAL

Sewer System

Battle of Athens State Historic Site

Revere, Missouri

Designed By: Klingner and Associates
3622 Endeavor Avenue, Suite 117
Columbia, MO, 65201

Date Issued: February 12, 2024

Project No.: X2302-04

STATE *of* MISSOURI

OFFICE *of* ADMINISTRATION
Facilities Management, Design & Construction

SECTION 000107 - PROFESSIONAL SEALS AND CERTIFICATIONS

PROJECT NUMBER: X2302-04

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:



**Josh Hartsock, Engineer
PE-2020000048
Project Manual Division 02,22,31,32,33,45**



**Josiah Moore, Engineer
PE-2022038556
Project Manual Division 00, 01, 13, 21, 22, 23,
26, &28**

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 LIST OF DRAWINGS

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

Title	Sheet #	Date
1 Cover Sheet	G001	02-12-2024
2 General Notes and Legends	G002	02-12-2024
3 Proposed Site Layout and Gravity P&P	C100	02-12-2024
4 Lpp Details	C101	02-12-2024
5 Septic Tank Details 7,500 GALLONS	C102	02-12-2024
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7 Electrical Details And Schedules	E501	02-12-2024
8 Ctrl Diagram- Pump Chamber	E801	02-12-2024

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. Sewer System
Battle of Athens State Historic Site
Revere, Missouri
Project No.: X2302-04

3.0 BIDS WILL BE RECEIVED:

- A. Until: 1:30 PM, June 27, 2024
- B. **Only electronic bids on MissouriBUYS shall be accepted: <https://missouribuys.mo.gov>. Bidder must be registered to bid.**

4.0 DESCRIPTION:

- A. Scope: The project includes site infrastructure improvements consisting of electric, communications, sanitary sewer, and pumping and distribution.
- B. MBE/WBE/SDVE Goals: MBE 10%, WBE 10%, and SDVE 3%. **NOTE: Only MBE/WBE firms certified by the State of Missouri Office of Equal Opportunity as of the date of bid opening, or SDVE(s) meeting the requirements of Section 34.074, RSMo and 1 CSR 30-5.010, can be used to satisfy the MBE/WBE/SDVE participation goals for this project.**
- C. ****NOTE:** Bidders are provided new Good Faith Effort (GFE) forms on MissouriBUYS.

5.0 PRE-BID MEETING:

- A. Place/Time: 10 AM, June, 3, 2024, at 28615 Visitor Center Road Macon, MO 63552-3326
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. View Only Electronic bid sets are available at no cost or paper bid sets for a deposit of \$30.00 from American Document Solutions (ADS). **MAKE CHECKS PAYABLE TO: American Document Solutions.** Mail to: American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433, <https://www.adsplanroom.net>. NOTE: Prime contractors will be allowed a maximum of two bid sets at the deposit rate shown above. Other requesters will be allowed only one bid set at this rate. Additional bid sets or parts thereof may be obtained by any bidder at the cost of printing and shipping by request to American Document Solutions at the address shown above. **Bidder must secure at least one bid set to become a planholder.**
- B. **Refunds: Return plans and specifications in unmarked condition within 15 working days of bid opening to American Document Solutions, 1400 Forum Blvd., Suite 7A, Columbia, Missouri 65203. Phone 573-446-7768, Fax 573-355-5433. Deposits for plans not returned within 15 working days shall be forfeited.**
- C. Information for upcoming bids, including downloadable plans, specifications, Invitation for Bid, bid tabulation, award, addenda, and access to the ADS planholders list, is available on the Division of Facilities Management, Design and Construction's web site: <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans>.

7.0 POINT OF CONTACT:

- A. Designer: Klingner and Associates, Josh Hartssock, 573-355-5988, email: jhartssock@klingner.com
- B. Project Manager: Eric Hibdon, 573-508-3666, email: Eric.Hibdon@oa.mo.gov

8.0 GENERAL INFORMATION:

- A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the detailed plans and specifications.
- B. Bid results will be available at <https://oa.mo.gov/facilities/bid-opportunities/bid-listing-electronic-plans> after it is verified that at least one bid is awardable and affordable.
- C. This is a federally funded/assisted construction project that requires compliance by the awarded Bidder with applicable federal laws and regulations. The Bidder should review Section 007333, Supplementary General Conditions for Federally Funded/Assisted Construction Projects and Section 007334, Terms and Conditions for Contractor Receipt of Federal ARPA SFRF Funds, which are made part of this Invitation to Bid and will be made part of the resulting contract by reference.

Very Important MissouriBUYS Instructions to Help Submit a Bid Correctly

- A. The bidder shall submit his or her bid and all supporting documentation on MissouriBUYS eProcurement System. No hard copy bids shall be accepted. Go to <https://missouribuys.mo.gov> and register. The bidder must register and complete a profile fully with all required documents submitted prior to submitting a bid.
- B. Once registered, log in.
1. Under "Solicitation" select "View Current Solicitations."
 2. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8", then click "Filter Solicitation" button.
 3. Select "Active Solicitations" tab.
 4. To see the Solicitation Summary, click on the Project Number and the summary will open. Click each heading to open detailed information.
- C. Here are simplified instructions for uploading the bid to MissouriBUYS:
1. Find the solicitation by completing Steps 1 through 4 above.
 2. Select the three dots under "Actions." Select "Add New Response."
 3. When the Quote box opens, give the response a title and select "OK."
 4. The detailed solicitation will open. Select "Check All" for the Original Solicitation Documents, open each document, and select "Accept." If this step is not completed, a bid cannot be uploaded. Scroll to the bottom of the page and select "Add Attachments." If you do not see this command, not all documents have been opened and accepted.
 5. The Supplier Attachments box will open. Select "Add Attachment" again.
 6. The Upload Documents box will open. Read the instructions for uploading. Disregard the "Confidential" check box.
 7. Browse and attach up to 5 files at a time. Scroll to bottom of box and select "Upload." The Supplier Attachments box will open. Repeat Steps 5 through 7 if more than 5 files are to be uploaded.
 8. When the Supplier Attachments box opens again and uploading is complete, select "Done." A message should appear that the upload is successful. If it does not, go to the Bidder Response tab and select "Submit."
 9. The detailed solicitation will open. At the bottom select "Close."
- D. Any time a bidder wants to modify the bid, he or she will have to submit a new one. FMDC will open the last response the bidder submits. The bidder may revise and submit the bid up to the close of the solicitation (bid date and time). Be sure to allow for uploading time so that the bid is successfully uploaded prior to the 1:30 PM deadline; we can only accept the bid if it is uploaded before the deadline.
- E. If you want to verify that you are uploading documents correctly, please contact Paul Girouard: 573-751-4797, paul.girouard@oa.mo.gov ; April Howser: 573-751-0053, April.Howser@oa.mo.gov ; or Mandy Roberson: 573-522-0074, Mandy.Roberson@oa.mo.gov.
- F. If you are experiencing login issues, please contact Web Procure Support (Proactis) at 866-889-8533 anytime from 7:00 AM to 7:00 PM Central Time, Monday through Friday. If you try using a userid or password several times that is incorrect, the system will lock you out. Web Procure Support is the only option to unlock you! If you forget your userid or password, Web Procure Support will provide a temporary userid or password. Also, if it has been a while since your last successful login and you receive an "inactive" message, contact Web Procure (Proactis). If you are having a registration issue, you may contact Cathy Holliday at 573-751-3491 or by email: cathy.holliday@oa.mo.gov.

IMPORTANT REMINDER REGARDING REQUIREMENT FOR OEO CERTIFICATION

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

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

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

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

2.0 - BID DOCUMENTS

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

3.0 - BIDDERS' OBLIGATIONS

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

4.0 - INTERPRETATIONS

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

5.0 - BIDS AND BIDDING PROCEDURE

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

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

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

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

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

6.0 - SIGNING OF BIDS

- A. A bid from an individual shall be signed as noted on the Bid Form.
- B. A bid from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.
- C. A bid from a limited liability company (LLC) shall be signed by a manager or a managing member of the LLC.
- D. A bid from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

- E. A bid should contain the full and correct legal name of the Bidder. If the Bidder is an entity registered with the Missouri Secretary of State, the Bidder's name on the bid form should appear as shown in the Secretary of State's records.
- F. The Bidder should include its corporate license number on the Bid Form and, if the corporation is organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached to the bid form.

7.0 - RECEIVING BID SUBMITTALS

- A. It is the bidder's sole responsibility to assure receipt by Owner of bid submittals by the date and time specified in the Invitation for Bid. Bids received after the date and time specified shall not be considered by the Owner.
- B. Bids must be submitted through the MissouriBUYS statewide eProcurement system (<https://www.missouribuys.mo.gov/>) in accordance with the instructions for that system. The Owner shall only accept bids submitted through MissouriBUYS. Bids received by the Owner through any other means, including hard copies, shall not be considered and will be discarded by the Owner unopened.
- C. To respond to an Invitation for Bid, the Bidder must first register with MissouriBUYS by going through the MissouriBUYS Home Page (<https://www.missouribuys.mo.gov/>), clicking the "Register" button at the top of the page, and completing the Vendor Registration. Once registered, the Bidder accesses its account by clicking the "Login" button at the top of the MissouriBUYS Home Page. Enter your USERID and PASSWORD, which the Bidder will select. Under Solicitations, select "View Current Solicitations." A new screen will open. Under "Filter by Agency" select "OA-FMDC-Contracts Chapter 8." Under "Filter by Opp. No." type in the State Project Number. Select "Submit." Above the dark blue bar, select "Other Active Opportunities." To see the Solicitation Summary, single click the Opp. No. (Project Number) and the summary will open. Single quick click each blue bar to open detailed information. The Bidder must read and accept the Original Solicitation Documents and complete all identified requirements. The Bidder should download and save all of the Original Solicitation Documents on its computer so that the Bidder can prepare its response to these documents. The Bidder should upload its completed response to the downloaded documents as an attachment to the electronic solicitation response.
- D. Step-by-step instructions for how a registered vendor responds to a solicitation electronically are provided in Section 001116 – Invitation For Bid.
- E. The Bidder shall submit its bid on the forms provided by the Owner on MissouriBUYS with each space fully and properly completed, including all amounts required for alternate bids, unit prices, cost accounting data, etc. The Owner may reject bids that are not on the Owner's forms or that do not contain all requested information.
- F. No Contractor shall stipulate in his bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor's bid to rejection.
- G. The completed forms shall be without interlineations, alterations or erasures.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.
- B. The Bidder shall modify his or her original bid by submitting a revised bid on MissouriBUYS.

9.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.

- C. The Owner shall award a contract to the lowest, responsive, responsible Bidder in accordance with Section 8.250, RSMo. No contract will be awarded to any Bidder who has had a contract with the Owner terminated within the preceding twelve months for material breach of contract or who has been suspended or debarred by the Owner.
- D. Award of alternates, if any, will be made in numerical order unless all bids received are such that the order of acceptance of alternates does not affect the determination of the lowest, responsive, responsible bidder.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage, submittal of executed Section 004541, Affidavit of Work Authorization form, documentation evidencing enrollment and participation in a federal work authorization program has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.
- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Transient employers subject to Sections 285.230 and 285.234, RSMo, (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he has complied with all applicable provisions of Section 285.230-234.
- J. Sections 285.525 and 285.530, RSMo, require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 004541) along with appropriate documentation evidencing such enrollment and participation. Section-004541, Affidavit of Work Authorization is located on the MissouriBUYS solicitation for this project. Bidders must also submit an E-Verify Memorandum before the Owner may award a contract to the Bidder. Information regarding an E-Verify is located at <https://www.uscis.gov/e-verify/>. The contractor shall be responsible for ensuring that all subcontractors and suppliers associated with this contract enroll in E-Verify.

10.0 - CONTRACT SECURITY

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

11.0 - LIST OF SUBCONTRACTORS

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

12.0 - WORKING DAYS

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

13.0 - AMERICAN AND MISSOURI - MADE PRODUCTS AND FIRMS

- A. By signing the bid form and submitting a bid on this project, the Bidder certifies that it will use American and Missouri products as set forth in Article 1.7 of the General Conditions. Bidders are advised to review those requirements carefully prior to bidding.
- B. A preference shall be given to Missouri firms, corporations or individuals, or firms, corporations or individuals that maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
- C. Pursuant to Section 34.076, RSMo, a contractor or Bidder domiciled outside the boundaries of the State of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or Bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or Bidder to succeed over the bidding contractor or Bidder domiciled outside Missouri on a like contract or bid being let in the person's domiciliary state and, further, the contractor or Bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or Bidder on a like contract or bid being let in the domiciliary state of that contractor or Bidder.

14.0 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION:

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

15.0 - MBE/WBE/SDVE INSTRUCTIONS

- A. Definitions:
 - 1. “**MBE**” means a Minority Business Enterprise.
 - 2. “**MINORITY**” has the same meaning as set forth in 1 C.S.R. 10-17.010.
 - 3. “**MINORITY BUSINESS ENTERPRISE**” has the same meaning as set forth in section 37.020, RSMo.
 - 4. “**WBE**” means a Women’s Business Enterprise.
 - 5. “**WOMEN’S BUSINESS ENTERPRISE**” has the same meaning as set forth in section 37.020, RSMo.
 - 6. “**SDVE**” means a Service-Disabled Veterans Enterprise.
 - 7. “**SERVICE-DISABLED VETERAN**” has the same meaning as set forth in section 34.074, RSMo.
 - 8. “**SERVICE-DISABLED VETERAN ENTERPRISE**” has the same meaning as “Service-Disabled Veteran Business” set forth in section 34.074, RSMo.

B. MBE/WBE/SDVE General Requirements:

1. For all bids greater than \$100,000, the Bidder shall obtain MBE, WBE and SDVE participation in an amount equal to or greater than the percentage goals set forth in the Invitation for Bid and the Bid Form, unless the Bidder is granted a Good Faith Effort waiver by the Director of the Division, as set forth below. If the Bidder does not meet the MBE, WBE and SDVE goals, or make a good faith effort to do so, the Bidder shall be non-responsive, and its bid shall be rejected.
2. The Bidder should submit with its bid all of the information requested in the MBE/WBE/SDVE Compliance Evaluation Form for every MBE, WBE, or SDVE subcontractor or material supplier the Bidder intends to use for the contract work. The Bidder is required to submit all appropriate MBE/WBE/SDVE documentation before the stated time and date set forth in the Invitation for Bid. If the Bidder fails to provide such information by the specified date and time, the Owner shall reject the bid.
3. The Director reserves the right to request additional information from a Bidder to clarify the Bidder's proposed MBE, WBE, and/or SDVE participation. The Bidder shall submit the clarifying information requested by the Owner within two (2) Working Days of receiving the request for clarification.
4. Pursuant to section 34.074, RSMo, a Bidder that is a SDVE doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, shall receive a three-point bonus preference in the contract award evaluation process. The bonus preference will be calculated and applied by reducing the bid amount of the eligible SDVE by three percent of the apparent low responsive bidder's bid. Based on this calculation, if the eligible SDVE's evaluation is less than the apparent low responsive bidder's bid, the eligible SDVE's bid becomes the apparent low responsive bid. This reduction is for evaluation purposes only, and will have no impact on the actual amount(s) of the bid or the amount(s) of any contract awarded. In order to be eligible for the SDVE preference, the Bidder must complete and submit with its bid the Missouri Service Disabled Veteran Business Form, and any information required by the form. The form is available on the MissouriBUYS solicitation for this project.

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

1. A Bidder who is a MBE, WBE, or SDVE may count 100% of the contract towards the MBE, WBE or SDVE goal, less any amounts awarded to another MBE, WBE or SDVE. (NOTE: A MBE firm that bids as general contractor must obtain WBE and SDVE participation; a WBE firm that bids as a general contractor must obtain MBE and SDVE participation; and a SDVE firm that bids as general contractor must obtain MBE and WBE participation.) In order for the remaining contract amount to be counted towards the MBE, WBE or SDVE goal, the Bidder must complete the MBE/WBE/SDVE Compliance Evaluation Form (Section 004337) identifying itself as an MBE, WBE or SDVE.
2. The total dollar value of the work granted to a certified MBE, WBE or SDVE by the Bidder shall be counted towards the applicable goal.
3. Expenditures for materials and supplies obtained from a certified MBE, WBE, or SDVE supplier or manufacturer may be counted towards the MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE assumes the actual and contractual responsibility for the provision of the materials and supplies.
4. The total dollar value of the work granted to a second or subsequent tier subcontractor or a supplier may be counted towards a Bidder's MBE, WBE and SDVE goals, if the MBE, WBE, or SDVE properly assumes the actual and contractual responsibility for the work.
5. The total dollar value of work granted to a certified joint venture equal to the percentage of the ownership and control of the MBE, WBE, or SDVE partner in the joint venture may be counted towards the MBE/WBE/SDVE goals.
6. Only expenditures to a MBE, WBE, or SDVE that performs a commercially useful function in the work may be counted towards the MBE, WBE and SDVE goals. A MBE, WBE, or SDVE performs a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials.

D. Certification of MBE/WBE/SDVE Subcontractors:

1. In order to be counted towards the goals, an MBE or WBE must be certified by the State of Missouri Office of Equal Opportunity and an SDVE must be certified by the State of Missouri, Office of Administration, Division of Purchasing and Material Management or by the Department of Veterans Affairs.
2. The Bidder may determine the certification status of a proposed MBE or WBE subcontractor or supplier by referring to the Office of Equal Opportunity (OEO)'s online MBE/WBE directory (<https://apps1.mo.gov/MWBCertifiedFirms/>). The Bidder may determine the eligibility of a SDVE subcontractor or supplier by referring to the Division of Purchasing and Materials Management's online SDVE directory (<https://oa.mo.gov/sites/default/files/sdvelisting.pdf>) or the Department of Veterans Affairs' directory (<https://vetbiz.va.gov/basic-search/>).
3. Additional information, clarifications, etc., regarding the listings in the directories may be obtained by calling the Division at (573)751-3339 and asking to speak to the Contract Specialist of record as shown in the Supplementary Conditions (Section 007300).

E. Waiver of MBE/WBE/SDVE Participation:

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

F. Contractor MBE/WBE/SDVE Obligations

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

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

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

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

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

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

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



State of Missouri Construction Contract

THIS AGREEMENT is made (DATE) by and between:

Contractor Name and Address

hereinafter called the "Contractor,"

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

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

ARTICLE 1. STATEMENT OF WORK

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

Project Name: Sewer System
Battle of Athens State Historic Site
Revere, Missouri

Project Number: X2302-04

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

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. **THEREFORE**, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum of \$700** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

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

Base Bid: \$
TOTAL CONTRACT AMOUNT: (\$CONTRACT AMOUNT)

ARTICLE 5. PREVAILING WAGE RATE

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

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

ARTICLE 6. MINORITY/WOMEN/SERVICE DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The Contractor has been granted a waiver of the 10% MBE and 10% WBE and 3% SDVE participation goals. The Contractor agrees to secure the MBE/WBE/SDVE participation amounts for this project as follows: (OR)

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

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

Total \$

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

- 1. Division 0 – Procurement and Contracting Information, including, but not limited to:
 - a. Invitation for Bid (Section 001116)
 - b. Instructions to Bidders (Section 002113)
 - c. Supplementary Instructions to Bidders (if applicable) (Section 002213)
 - d. The following documents as completed and executed by the Contractor and accepted by the Owner, if applicable:
 - i. Bid Form (Section 004113)
 - ii. Unit Prices (Section 004322)
 - iii. Proposed Contractors Form (Section 004336)
 - iv. MBE, WBE, SDVE Compliance Evaluation Form(s) (Section 004337)
 - v. MBE, WBE, SDVE Eligibility Determination Form for Joint Ventures (Section 004338)
 - vi. MBE, WBE, SDVE Good Faith Effort (GFE) Determination Form (Section 004339)
 - vii. Missouri Service Disabled Veteran Business Form (Section 004340)

- viii. Affidavit of Work Authorization (Section 004541)
- ix. Affidavit for Affirmative Action (Section 005414)
- e. Performance and Payment Bond, completed and executed by the Contractor and surety (Section 006113)
- f. General Conditions (Section 007213)
- g. Supplementary Conditions (Section 007300)
- h. Supplementary General Conditions for Federally Funded/Assisted Construction Projects (Section 007333)
- i. Wage Rate(s) (Section 007346)
- 2. Division 1 – General Requirements
- 3. All Drawings identified in the Project Manual
- 4. All Technical Specifications included in the Project Manual
- 5. Addenda, if applicable

ARTICLE 8 – CERTIFICATION

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

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

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

APPROVED:

 Brian Yansen, Director
 Division of Facilities Management,
 Design and Construction

 Contractor’s Authorized Signature

I, Corporate Secretary, certify that I am Secretary of the corporation named above and that (CONTRACTOR NAME), who signed said contract on behalf of the corporation, was then (TITLE) of said corporation and that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
AFFIDAVIT FOR AFFIRMATIVE ACTION

PROJECT NUMBER

NAME

First being duly sworn on oath states: that

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

NAME

a sole proprietorship partnership
 limited liability company (LLC)

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

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

PROJECT TITLE

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

PRINT NAME & SIGNATURE

DATE

--

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSER SEAL

STATE OF

COUNTY (OR CITY OF ST. LOUIS)

USE RUBBER STAMP IN CLEAR AREA BELOW

SUBSCRIBED AND SWORN BEFORE ME, THIS

DAY OF
NOTARY PUBLIC SIGNATURE

YEAR
MY COMMISSION EXPIRES

NOTARY PUBLIC NAME (TYPED OR PRINTED)

SECTION 006113 - PERFORMANCE AND PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, THAT we _____

as principal, and _____

_____ as Surety, are held and firmly bound unto the

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

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

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

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

(Insert Project Title and Number)

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

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

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

AS APPLICABLE:

AN INDIVIDUAL

Name: _____

Signature: _____

A PARTNERSHIP

Name of Partner: _____

Signature of Partner: _____

Name of Partner: _____

Signature of Partner: _____

CORPORATION

Firm Name: _____

Signature of President: _____

SURETY

Surety Name: _____

Attorney-in-Fact: _____

Address of Attorney-in-Fact: _____

Telephone Number of Attorney-in-Fact: _____

Signature Attorney-in-Fact: _____

NOTE: Surety shall attach Power of Attorney



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

PROJECT NUMBER

PROJECT TITLE AND LOCATION

CHECK APPROPRIATE BOX

- SUBSTITUTION PRIOR TO BID OPENING**
 (Minimum of (5) working days prior to receipt of Bids as per Article 4 – Instructions to Bidders)
- SUBSTITUTION FOLLOWING AWARD**
 (Maximum of (20) working days from Notice to Proceed as per Article 3 – General Conditions)

FROM: BIDDER/CONTRACTOR (PRINT COMPANY NAME)

TO: ARCHITECT/ENGINEER (PRINT COMPANY NAME)

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

SPECIFIED PRODUCT OR SYSTEM

SPECIFICATION SECTION NO.

SUPPORTING DATA

- Product data for proposed substitution is attached (include description of product, standards, performance, and test data)
- Sample Sample will be sent, if requested

QUALITY COMPARISON

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

PREVIOUS INSTALLATIONS

PROJECT	ARCHITECT/ENGINEER
LOCATION	DATE INSTALLED

SIGNIFICANT VARIATIONS FROM SPECIFIED PRODUCT

REASON FOR SUBSTITUTION

DOES PROPOSED SUBSTITUTION AFFECT OTHER PARTS OF WORK?

YES NO

IF YES, EXPLAIN

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

YES NO

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

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

BIDDER/CONTRACTOR

DATE

REVIEW AND ACTION

Resubmit Substitution Request with the following additional information:

Substitution is accepted.

Substitution is accepted with the following comments:

Substitution is not accepted.

ARCHITECT/ENGINEER

DATE



PROJECT NUMBER

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

(PROJECT TITLE, PROJECT LOCATION, AND PROJECT NUMBER)

at

 (ADDRESS OF PROJECT)

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

DOES HEREBY:

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

DATED this day of , 20 .

NAME OF SUBCONTRACTOR

BY (TYPED OR PRINTED NAME)

SIGNATURE

TITLE

ORIGINAL: FILE/Closeout Documents



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

MBE/WBE/SDVE PROGRESS REPORT

Remit with **ALL** Progress and Final Payments

(Please check appropriate box) CONSULTANT CONSTRUCTION

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

PROJECT TITLE

PROJECT LOCATION

FIRM

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

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

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

INSTRUCTIONS FOR MBE/WBE/SDVE PROGRESS REPORT

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

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

At Initial Pay Application fill in the following:

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

For all subsequent Pay Applications fill in the following:

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



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

PROJECT NUMBER

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

State of _____ personally came and appeared _____

(NAME)

_____ of the _____

(POSITION) (NAME OF THE COMPANY)

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

(NAME OF PROJECT)

Located at _____ in _____ County

(NAME OF THE INSTITUTION)

Missouri, and completed on the _____ day of _____ 20 _____

SIGNATURE

NOTARY INFORMATION

NOTARY PUBLIC EMBOSSEY OR BLACK INK RUBBER STAMP SEAL	STATE	COUNTY (OR CITY OF ST. LOUIS)
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GENERAL CONDITIONS

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SECTION 007213 - GENERAL CONDITIONS

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

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

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

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

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

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

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

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

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

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

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

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

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

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

ARTICLE 1.5 - ANTI-KICKBACK

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

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

ARTICLE 1.6 - PATENTS AND ROYALTIES

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

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

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

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

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

ARTICLE 1.8 - COMMUNICATIONS

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

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

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

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

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

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

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

ARTICLE 1.11 - INDEMNIFICATION

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

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

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

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

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

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

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

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

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

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

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

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

ARTICLE 3.2 -- SUBMITTALS

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

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

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

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

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

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

ARTICLE 3.3 – AS-BUILT DRAWINGS

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

ARTICLE 3.4 – GUARANTY AND WARRANTIES

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

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

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

B. Extended Warranty

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

ARTICLE 3.5 -- OPERATION AND MAINTENANCE MANUALS

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

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

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

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

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

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

1. Manuals shall be in quadruplicate, and all materials shall be bound into volumes of standard 8½" x 11" hard binders. Large drawings too bulky to be folded into 8½" x 11" shall be separately bound or folded and in envelopes, cross referenced and indexed with the manuals.
2. The manuals shall identify project name, project number, and include the name and address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.
3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.
4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE 3.7 -- SUBCONTRACTS

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

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

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

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

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

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

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

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

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

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

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

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

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

ARTICLE 5 - CONSTRUCTION AND COMPLETION

ARTICLE 5.1 – CONSTRUCTION COMMENCEMENT

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

ARTICLE 5.2 -- PROJECT CONSTRUCTION

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

ARTICLE 5.3 -- PROJECT COMPLETION

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

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

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

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

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

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

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

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

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

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

1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
 2. Materials stored in one location off site are valued in excess of \$25,000.
 3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
 4. The materials are stored in a facility approved and inspected, by the Construction Representative.
 5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.
- G. Payments Withheld: The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or items. The cost of corrective action(s) shall be borne by the Contractor.
 2. A reasonable doubt that this contract can be completed for the unpaid balance.

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

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

- H. Final Payment: Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.
1. Where the specifications provide for the performance by the Contractor of (certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 013300 and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 150% of the value of the tests from the final payment.
 2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
 - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.

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

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

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

ARTICLE 6.2 – INSURANCE

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

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

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

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

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

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

to Contractor and Owner as their respective interests may appear.

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

C. Minimum Limits of Insurance

1. General Liability

Contractor

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

\$2,000,000 annual aggregate

2. Automobile Liability

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

3. Workers' Compensation and Employers Liability

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

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

D. Deductibles and Self-Insured Retentions

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

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

E. Other Insurance Provisions and Requirements

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

1. General Liability

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

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

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

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

2. Automobile Insurance

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

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

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

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

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

3. Workers' Compensation/Employer's Liability

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

4. All Coverages

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

F. Insurer Qualifications and Acceptability

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

G. Verification of Insurance Coverage

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

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

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

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

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

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

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

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

ARTICLE 7.3 -- FOR CONVENIENCE

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

SECTION 007300 - SUPPLEMENTARY CONDITIONS

1.0 GENERAL:

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

2.0 CONTACTS:

Designer: Josh Hartsock
Klingner and Associates
3622 Endeavor Avenue, Suite 117
Columbia, MO, 65201
Telephone: 573-355-5988
Email: jhartsock@klingner.com

Construction Representative: Ken Sheputis
Division of Facilities Management, Design and Construction
805 Clinic Road
Hannibal, MO, 63401
Telephone: 573-248-2522
Email: Kenneth.Sheputis@oa.mo.gov

Project Manager: Eric Hibdon
Division of Facilities Management, Design and Construction
301 West High Street, Room 730
Jefferson City, Missouri 65101
Telephone: 573-508-3666
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 65101
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 3 complete sets of drawings and specifications at no charge.
- B. The Owner will furnish the Contractor with approximately 3 sets of explanatory or change drawings at no charge.
- C. The Contractor may make copies of the documents as needed with no additional cost to the Owner.

5.0 SAFETY REQUIREMENTS

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

SUPPLEMENTARY GENERAL CONDITIONS
FOR FEDERALLY FUNDED/ASSISTED CONSTRUCTION PROJECTS

(American Rescue Plan Act (ARPA) Projects)

1.0 Notice of Federal Funding

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

2.0 Definitions

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

3.0 Conflicting Terms or Conditions

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

4.0 No Obligation by Federal Government

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

5.0 Compliance with Federal Laws, Regulations and Executive Orders

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

6.0 Compliance with Civil Rights Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Time-tables	Goals for minority participation for each trade	Goals for female participation in each trade
99	3.4%	6.9%

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

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

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

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

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

(1) As used in these specifications:

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

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

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

d. "Minority" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.0 Prohibition of Segregated Facilities

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees—

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

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

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

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

12.0 Copeland “Anti-Kickback” Act

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

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

16.0 Procurement of Recovered Materials

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

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

17.0 Fair Labor Standards Act

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

18.0 Access to Records and Reports

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

19.0 Occupational Health and Safety Act

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

20.0 Rights to Inventions

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

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

21.0 Energy Conservation

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

22.0 Clean Air Act and Federal Water Pollution Control Act

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

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

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

24.0 Veteran's Preference

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

25.0 Drug Free Workplace Act

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

26.0 Access Requirements for Persons with Disabilities

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

27.0 Seismic Safety

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

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

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

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

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

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

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

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

Waivers

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

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

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

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

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

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

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

Definitions

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

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

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

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

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

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

(1) Procure or obtain;

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

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

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

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

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

TERMS AND CONDITIONS FOR CONTRACTOR
RECEIPT OF FEDERAL ARPA SFRF FUNDS

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

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

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

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

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

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

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

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

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

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

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

iv. Generally applicable federal environmental laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Representative

Date: _____

Printed Name of Contractor's Authorized Representative

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

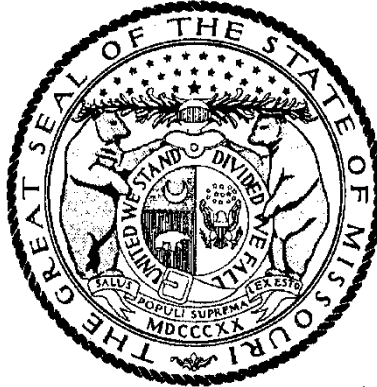
telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For purposes of this prohibition, “covered telecommunications equipment or services” has the meaning as set forth at Sec. 889(f)(3) of Pub. L. No. 115-232.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

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 023
CLARK COUNTY

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

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

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

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CLARK County

Section 023

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$19.80*
Boilermaker	\$19.80*
Bricklayer-Stone Mason	\$19.80*
Carpenter	\$19.80*
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$19.80*
Plasterer	
Communication Technician	\$19.80*
Electrician (Inside Wireman)	\$19.80*
Electrician Outside Lineman	\$19.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$19.80*
Glazier	\$19.80*
Ironworker	\$19.80*
Laborer	\$19.80*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$19.80*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$19.80*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$19.80*
Plumber	\$19.80*
Pipe Fitter	
Roofer	\$19.80*
Sheet Metal Worker	\$19.80*
Sprinkler Fitter	\$19.80*
Truck Driver	\$19.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CLARK County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$19.80*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$19.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$19.80*
General Laborer	
Skilled Laborer	
Operating Engineer	\$19.80*
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$19.80*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

SECTION 011000 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Project consists of site infrastructure improvements consisting of electric, communications, sanitary sewer, and pumping and distribution.
 - 1. Project Location: Battle of Athens State Historic Site, Revere MO,
 - 2. Owner: State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction, Harry S Truman State Office Building, Post Office Box 809, 301 West High Street, Jefferson City, Missouri 65102.
- B. Contract Documents, dated February 12, 2024 were prepared for the Project by Klinger & Associates, P.C., 3622 Endeavor Avenue, Suite 117, Columbia, MO 65201.
- C. The Work consists of the installation of a low pressure pipe subsurface drainage fields, septic and dosing tanks, sewer forcemain, and electrical connection.
- D. The Work will be constructed under a single prime contract.

1.3 WORK UNDER OTHER CONTRACTS

- A. Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.4 WORK SEQUENCE

- A. The Work will be conducted in a single phase.

1.5 CONTRACTOR USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy and use by the public.
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 OCCUPANCY REQUIREMENTS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 011000

SECTION 012100 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 WEATHER ALLOWANCE

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALLOWANCES

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

END OF SECTION 012100

SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 REQUESTS FOR INFORMATION

- A. In the event that the Contractor or Subcontractor, at any tier, determines that some portion of the Drawings, Specifications, or other Contract Documents requires clarification or interpretation, the Contractor shall submit a "Request for Information" (RFI) in writing to the Designer. A RFI may only be submitted by the Contractor and shall only be submitted on the RFI forms provided by the Owner. The Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed. In the RFI, the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
- B. Responses to RFI shall be issued within ten (10) working days of receipt of the Request from the Contractor unless the Designer determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Designer, the Designer will, within five (5) working days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a RFI on a time sensitive activity on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Designer to respond to the request provided that the Designer responds within the ten (10) working days set forth above.
- C. Responses from the Designer will not change any requirement of the Contract Documents. In the event the Contractor believes that a response to a RFI will cause a change to the requirements of the Contract Document, the Contractor shall give written notice to the Designer requesting a Change Order for the work. Failure to give such written notice within ten (10) working days, shall waive the Contractor's right to seek additional time or cost under Article 4, "Changes in the Work" of the General Conditions.

1.4 MINOR CHANGES IN THE WORK

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

1.5 PROPOSAL REQUESTS

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

1.6 CHANGE ORDER PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 013100 – COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections, which depend on each other for proper installation, connection, and operation.
- B. Coordination: Each Contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each Contractor shall coordinate its operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other Contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components including mechanical and electrical.

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

1.4 SUBMITTALS

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

1.5 PROJECT MEETINGS

- A. The Owner's Construction Representative will schedule a Pre-Construction Meeting prior to beginning of construction. The date, time, and exact place of this meeting will be determined after Contract Award and notification of all interested parties. The Contractor shall arrange to have the Job Superintendent and all prime Subcontractors present at the meeting. During the Pre-Construction Meeting, the construction procedures and

information necessary for submitting payment requests will be discussed and materials distributed along with any other pertinent information.

1. Minutes: Designer will record and distribute meeting minutes.
- B. Progress Meetings: The Owner's Construction Representative will conduct Monthly Progress Meetings as stated in Articles 1.8.B and 1.8.C of Section 007213 "General Conditions".
1. Minutes: Designer will record and distribute to Contractor the meeting minutes.
- C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of Manufacturers and Fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Designer and Construction Representative of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration including requirements for the following:
 - a. Contract Documents
 - b. Options
 - c. Related RFIs
 - d. Related Change Orders
 - e. Purchases
 - f. Deliveries
 - g. Submittals
 - h. Review of mockups
 - i. Possible conflicts
 - j. Compatibility problems
 - k. Time schedules
 - l. Weather limitations
 - m. Manufacturer's written recommendations
 - n. Warranty requirements
 - o. Compatibility of materials
 - p. Acceptability of substrates
 - q. Temporary facilities and controls
 - r. Space and access limitations
 - s. Regulations of authorities having jurisdiction
 - t. Testing and inspecting requirements
 - u. Installation procedures
 - v. Coordination with other Work

- w. Required performance results
 - x. Protection of adjacent Work
 - y. Protection of construction and personnel
3. Contractor shall record significant conference discussions, agreements, and disagreements including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013115 - PROJECT MANAGEMENT COMMUNICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

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

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

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

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

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

- 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 location¹ 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 system² 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.

SECTION 013200 – SCHEDULE – BAR CHART

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS – (Not Applicable)

PART 3 - EXECUTION

3.1 SUBMITTAL PROCEDURES

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

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

3.2 CONSTRUCTION PROGRESS SCHEDULE – BAR CHART SCHEDULE

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

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

3.3 SCHEDULE OF SUBMITTALS

- A. Upon acceptance of the Construction Progress Schedule, prepare and submit a complete schedule of submittals. Coordinate the submittal schedule with Section 013300 SUBMITTALS, the approved Construction Progress Schedule, list of subcontracts, Schedule of Values and the list of products.
- B. Prepare the schedule in chronological order. Provide the following information

1. Scheduled date for the first submittal
 2. Related Section number
 3. Submittal category
 4. Name of the Subcontractor
 5. Description of the part of the Work covered
 6. Scheduled date for resubmittal
 7. Scheduled date for the Designer's final release or approval
- C. Distribution: Following the Designer's response to the initial submittal schedule, print and distribute copies to the Designer, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
1. Post copies in the Project meeting room and temporary field office.
 2. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

3.4 SCHEDULE OF INSPECTIONS AND TESTS

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

END OF SECTION 013200

SECTION 013300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTAL PROCEDURES

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

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

1.4 SHOP DRAWINGS

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

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

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

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

1.5 PRODUCT DATA

- A. The Contractor shall comply with the General Conditions, Article 3.2.
- B. Product Data shall contain Product Data, Shop Drawings, Certifications, Sample and Test Reports unless called out in the Table on Paragraph 3.1 B.
- C. The Contractor shall collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information including the following information:
 - a. Manufacturer's printed recommendations
 - b. Compliance with Trade Association standards
 - c. Compliance with recognized Testing Agency standards
 - d. Application of Testing Agency labels and seals
 - e. Notation of dimensions verified by field measurement
 - f. Notation of coordination requirements
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

1.6 SAMPLES

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

elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

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

1.7 QUALITY ASSURANCE DOCUMENTS

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

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

1.8 OPERATING AND MAINTENANCE MANUALS AND WARRANTIES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REQUIRED SUBMITTALS

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

SPEC SECTION	TITLE	CATEGORY
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers
013300	Master Operartion and Maintenance Manual	Operation / Maintenance Manual
017900	Demonstration and Training	Certification
260534	Boxes for Electrical Systems	Product Data
262915	Pump Control Panels	Product Data
262915	Pump Control Panels	As-Builts
265600	Exterior Lighting	Product Data
032000	Concrete Reinforcing	Shop Drawings
310000	Earthwork	Test Report
310516	Aggregates for Earthwork	Product Data
329219	Seeding	Product Data
329219	Seeding	Operation / Maintenance Manual
330513	Manholes and Structures	Product Data
333613	Septic Tanks with Effluent Pumps	Shop Drawings
333613	Septic Tanks with Effluent Pumps	Operation / Maintenance Manual
013200	Schedules	Construction Schedule
013200	Schedules	Schedule of Values
013200	Schedules	List of Subcontractors
013200	Schedules	Major Material Suppliers

END OF SECTION 013300

SECTION 013513.31 - SITE SECURITY AND HEALTH REQUIREMENTS (DNR)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUBMITTALS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACCESS TO THE SITE

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

3.2 FIRE PROTECTION, SAFETY, AND HEALTH CONTROLS

- A. The Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards.
 - 1. Onsite burning is prohibited.
 - 2. The Contractor shall store all flammable or hazardous materials in proper containers

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

3.3 DISRUPTION OF UTILITIES

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

3.4 PROTECTION OF PERSONS AND PROPERTY

- A. SAFETY PRECAUTIONS AND PROGRAMS

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

B. SAFETY OF PERSONS AND PROPERTY

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

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

END OF SECTION 013513.31

SECTION 015000 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

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

1.4 QUALITY ASSURANCE

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

1.5 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. If acceptable to the Designer, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section “Rough Carpentry”.
 - 1. For job-built temporary office, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.

2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sized and thicknesses indicated.
 3. For fences and vision barriers, provide minimum 3/9" (9.5mm) thick exterior plywood.
 4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8" (16mm) thick exterior plywood.
- C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary office, shops, and shed.
- E. Paint: Comply with requirements of Division 9 Section "Painting".
1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
 2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
 3. For interior walls of temporary offices, provide two (2) quarts interior latex-flat wall paint.
- F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of (15) or less. For temporary enclosures, provide translucent, nylon-reinforced laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- G. Water: Provide potable water approved by local health authorities.
- H. Open-Mesh Fencing: Provide 0.120" (3mm) thick, galvanized 2" (50mm) chainlink fabric fencing 6' (2m) high with galvanized steel pipe posts, 1½" (38mm) ID for line posts and 2½" (64mm) ID for corner posts.

2.2 EQUIPMENT

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

- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixture where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- H. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated re-circulation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- I. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers, or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

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

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 - 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Designer. Neither the Owner nor Designer will accept cost or use charges as a basis of claims for Change Order.

- B. Temporary Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnects, automatic ground-fault interrupters, and main distribution switch gear.
 - 1. Install electric power service underground, except where overhead service must be used.
 - 2. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125V, AC 20ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- D. 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.
- E. 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.
- ~~F.~~ Temporary Telephones: Provide a cell phone for construction supervisory personnel on site.
 - 1. At each telephone, post a list of important telephone numbers.
- G. 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.
- H. 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.

I. Drinking-Water Facilities: Provide drinking-water facilities where required.

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

3.3 SUPPORT FACILITIES INSTALLATION

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

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

B. Storage Facilities: The Owner will provide storage onsite as designated by the Facility Representative or the Construction Representative. Areas for use by the Contractor for storage will be identified at the Pre-Bid Meeting.

C. Temporary Paving: Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Designer.

1. Coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
2. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.
3. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.

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

E. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.

- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
 - 1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and materials drying or curing requirements to avoid dangerous conditions and effects.
 - 2. Install tarpaulins securely with incombustible wood framing and other materials. Close openings of 25SqFt (2.3SqM) or less with plywood or similar materials.
 - 3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 - 4. Where temporary wood or plywood enclosure exceeds 100SqFt (9.2SqM) in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.
- G. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered “tools and equipment” and not temporary facilities.
- H. 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.
- I. Temporary Exterior Lighting: Install exterior yard and sign lights so signs are visible when Work is being performed.
- J. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Designer.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonable predictable and controllable fire losses. Comply with NFPA 10 “Standard for Portable Fire Extinguishers” and NFPA 241 “Standard for Safeguarding Construction, Alterations, and Demolition Operations”.

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project complete installation of the permanent fire-protection facility including connected services and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting including flashing red or amber lights.
- E. Enclosure Fence: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
1. Provide open-mesh, chainlink fencing with posts set in a compacted mixture of gravel and earth.
 2. Provide plywood fence, 8' (2.5m) high, framed with (4) 2"x4" (50mm x 100mm) rails, and preservative-treated wood posts spaced not more than 8' (2.5m) apart.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
1. Storage: Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- G. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

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

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

END OF SECTION 015000

SECTION 017400 – CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

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

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

C. Structures

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

3.2 FINAL CLEANING

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

obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

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

END OF SECTION 017400

SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 INFORMATIONAL SUBMITTALS

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

1.4 CLOSEOUT SUBMITTALS

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

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

1.5 QUALITY ASSURANCE

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

1.6 COORDINATION

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

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

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

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

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 INSTRUCTION

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

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

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

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

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

END OF SECTION 017900

SECTION 024120- SUBSURFACE CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes soils investigation at the site and use of data resulting from that investigation.

1.2 SOILS INVESTIGATION REPORT

- A. General:
 - 1. A soils investigation report has been prepared for the site by the soil investigation engineer/architect selected by the Owner.
- B. Use of Data:
 - 1. Information on the nature of the soil conditions previously encountered at the site, which may be shown on the drawings or contained in the *Soils Report*, has been provided for bidder's information and shall not be construed as a guarantee of the subsurface conditions.
 - 2. The Contractor should visit the site and shall be responsible for determining to his/her satisfaction, prior to bidding, the actual site conditions.

1.3 QUALITY ASSURANCE

- A. Readjust work performed that does not meet technical or design requirements, but make no deviation from the Contract Documents without specific and written approval from the Owner.

1.4 UNDERGROUND UTILITIES

- A. The drawings indicate the best knowledge of the Owner and Engineer/Architect on the general location and nature of the existing and/or proposed underground utilities in the area of construction. Exploratory excavations at the site to determine insitu locations were not conducted. A utility locate was requested for this site.
- B. Quality Level B in accordance with CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data", was utilized. Regardless of the level of investigation, the utilities shown should not be considered a warranty or guarantee of actual presence or location and the contractor remains responsible for the location, verification, and proper notification of potential utilities.
- C. Quality Levels:
- D. 1. Quality Level A provides the highest level of accuracy by locating or potholing utilities in addition to Quality Levels B, C, and D tasks. The located utility infrastructure is surveyed and mapped to develop plan and profile information.

- E. 2. Quality Level B involves designating the horizontal position of subsurface utilities through surface detection methods and recording the information through a survey method, in addition to Quality Level C and D tasks.
- F. 3. Quality Level C involves surveying visible subsurface utility structures such as manholes, hand-holes, utility valves and meters, fire hydrants, pedestals, and utility markers, and then correlating the information with existing utility records to create composite drawings, in addition to Quality Level D tasks.
- G. 4. Quality Level D involves collecting data from existing utility records that may include as-built drawings, distribution and service maps, existing geographic information system databases, construction plans, etc.
- H. The Contractor shall be responsible for locating all utilities on site prior to the start of construction. The Contractor shall contact Missouri One Call at 1-800-344-7483, 48 hours before scheduled work.
- I. Damages to utilities caused by the Contractor's failure to properly investigate existence in the area shall be the sole responsibility of the Contractor.

END OF SECTION 024120

SECTION 033000-CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Work included:
 - 1. Provide cast-in-place concrete, including formwork and reinforcement, where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

1.2 QUALITY ASSURANCE

- A. Comply with "Specifications for Structural Concrete for Buildings," ACI 301.

PART 2 - PRODUCTS

2.1 FORMS

- A. Design, erect, support, brace, and maintain formwork in compliance with ACI 347.
- B. Construct forms to the sizes, shapes, lines, and dimensions shown

2.2 COMPACTED GRANULAR SUB-BASE

- A. Provide compacted granular sub-base of thickness and location as shown on the Drawings.

2.3 REINFORCEMENT

- A. Comply with the following as minimums:
 - 1. Deformed Bars: ASTM A615, Grade 60.
 - 2. Welded wire fabric: ASTM A185.
 - 3. Bending: ACI 318.

2.4 CONCRETE

- A. Comply with the following as minimums:
 - 1. Portland cement: ASTM C150, Type I.
 - 2. Aggregate: ASTM C33 uniformly graded and clean.
 - 3. Aggregate, coarse: Crushed rock or washed gravel. (Max size $\frac{3}{4}$ " to 1 $\frac{1}{2}$ ", w/ 0 – 12% passing #4)
 - 4. Aggregate, fine: Natural washed sand. (Max. Size $\frac{3}{8}$ " with 3 - 30% passing #50).
 - 5. Water: Clean and potable.
 - 6. Admixtures: Air entraining and/or water reducing agents of standard brand as approved

7. Fly Ash: ASTM C618, Class C or F.

B. Classes of concrete:

Class	Uses	Strength (28 days)
S	Structure elements Slabs on Grade General Concrete	4,000 psi
M	Mass Concrete Seal Coat Concrete	3,000 psi
P	Precast Concrete	5,000 psi

C. Slump measured in accordance with ASTM C143 shall be within the following limits.

1. Floors, walks, and slabs 2" to 4"
2. Forms 9" wide or over 2" to 4"
3. Forms less than 9" wide 3" to 5"

D. All exterior concrete be air entrained, containing between 4% and 7% entrained air, after mixing is complete and just prior to placement.

E. Pumped concrete shall comply with ACI 304 and these specifications.

2.5 DOWEL BARS

A. Dowel Bars shall be of the type and at locations shown on the drawings.

2.6 SEALANT

A. Concrete Sealant shall be provided where shown on the plans and shall be "Ashford Formula" by Curecrete Chemical Company, Orem, Utah, or equal.

2.7 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 REINFORCING

A. Comply with the following, as well as ACI 318, for details and methods of reinforcing placement and supports.

1. Clean reinforcement and remove loose dust and mill scale, earth, and other materials.
2. Position, support, and secure reinforcement using reinforcing chairs, concrete bricks, and/or reinforcement steel stakes, and ties to prevent displacement.
3. Place reinforcement to obtain the required coverage for concrete protection.
4. Install welded wire fabric in as long lengths as practicable, lapping adjoining pieces one full mesh minimum.
5. Lap bars 30 diameters minimum.

3.3 EMBEDDED ITEMS

- A. Do not embed piping, except wall sleeves, other than electrical conduit, in structural concrete.
 1. Locate conduit to maintain maximum strength of the structure.
 2. Increase the thickness of the concrete if the outside diameter of the conduit exceeds 30% of the thickness of the concrete.
- B. Set bolts, inserts, and other required items in the concrete, accurately secured so they will not be displaced.
- C. Where aluminum is embedded or in direct contact with concrete, provide a coating of zinc chromate primer between all contact surfaces.

3.4 CORNERS AND EDGES

- A. All exposed corners shall be beveled, rounded, or chamfered by moldings placed in the forms. Unless otherwise noted, chamfers shall be 3/4".

3.5 MIXING

- A. Transit mix the concrete in accordance with provisions of ASTM C94 and ACI 304.
- B. If mixing water is added at the job site to meet required slump, mix not less than 25 revolutions at mixing speed after required water has been added.
- C. Concrete not placed within 60 minutes after water is first introduced into the mix shall not be used.

3.6 PLACING

- A. Preparation:
 1. Remove foreign matter accumulated in the forms.
 2. Rigidly close openings left in the formwork.
 3. Wet wood forms sufficiently to tighten up cracks. Wet other material sufficiently to maintain workability of the concrete.
 4. Use only clean tools.
 5. Reinforcement must be free of rust, dirt, and firmly secured in place.
- B. Conveying:

1. Perform concrete placing at such a rate that concrete which is being integrated with fresh concrete is still plastic.
2. Deposit concrete as nearly as practicable in its final location so as to avoid segregation due to rehandling and flowing.
3. Do not use concrete which becomes non-plastic and unworkable, or does not meet required quality control limits, or has been contaminated by foreign materials.
4. Remove rejected concrete from the job site.

C. Placing concrete in forms:

1. Deposit concrete in horizontal layers not deeper than 36", and avoid inclined construction joints.
2. Remove temporary spreaders in forms when concrete has reached the elevation of the spreaders.

D. Placing concrete slabs:

1. Prepare the subgrade as specified in other Sections.
2. Dampen the subgrade prior to placing concrete.
3. Provide the specified vapor barrier membrane, with the bedding and covering shown on the Drawings, beneath floor slabs on grade.
 - a. Place the membrane in as large sheets as practicable, lapping 12", with the top lap placed in the direction concrete will be spread.
 - b. Carefully cut, fit, and seal the membrane to all pipes and conduits projecting through the membrane, using small sheets, where necessary, and pressure-sensitive tape.
4. Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
5. Bring slab surfaces to the correct level with a straightedge, and then strike off.
6. Use bullfloats or darbies to smooth the surface, leaving the surface free from bumps and hollows.
7. Do not sprinkle water on the plastic surface. Do not disturb the slab surface prior to start of finishing operations.

3.7 COLD WEATHER REQUIREMENTS

- A. Comply with "Recommended Practice for Cold Weather Concreting," ACI 306, except as may be modified herein.
- B. Weather conditions are considered as cold weather when the ambient temperature is below 35°F or below 40° when the temperature is falling at time of placement.

3.8 HOT WEATHER REQUIREMENTS

- A. Comply with "Recommended Practice for Hot Weather Concreting," ACI 305, except as may be modified herein.
- B. Maximum allowable temperature of the concrete at the placing site shall be 90°F.

- C. Hot weather is defined as any combination of high air temperature, low relative humidity, and wind velocity tending to impair the quality of fresh or hardened concrete or otherwise resulting in abnormal properties.

3.9 CONSOLIDATION

A. General:

1. Comply with "Recommended Practice for Consolidating Concrete, ACI 309.
2. Consolidate each layer of concrete immediately after placing, by use of internal concrete vibrators supplemented by hand spading, rodding, or tamping.
3. Do not vibrate forms or reinforcement.
4. Do not use vibrators to transport concrete inside the forms.

3.10 JOINTS

A. Construction joints:

1. Provide construction joints as shown on the Drawings.
2. If additional construction joints are found to be required, secure the Engineer's approval.

B. Expansion joints:

1. Provide expansion joints as shown on the drawings.

C. Contraction Joints:

1. Shall be formed by cutting the surface by means of an approved saw to the depth, width, and line shown on the plans.
2. Sawing shall commence as soon as possible without raveling, usually 4 to 24 hours after finishing.

3.11 FINISHING

A. Apply a "Non-Slip" broom finish to exterior concrete.

B. Apply a "Trowel Finish" on all interior floors, unless the finished floor requires a topping or mortar bed, as indicated on the Drawings.

C. Formed surfaces shall have tie holes patched and surface irregularities (form marks) ground smooth. Any additional finish shall be as shown on the plans.

D. Apply Concrete Sealant to interior and exterior exposed to view concrete surfaces as shown on the plans.

3.12 CURING

A. Comply with "Recommended Practice for Curing Concrete" ACI 308.

B. Curing shall be accomplished by preventing loss of moisture, rapid temperature change, and mechanical injury, or injury from rain or flowing water for a period of seven (7) days at a

temperature above 50°F or attainment of 70% of the required 28 day compressive strength, whichever is less.

- C. Moist curing, sheet curing and membrane curing methods may be used, except membrane curing shall not be used on surfaces which are to receive liquid concrete sealant.

3.13 REMEDIAL WORK

- A. Repair or replace deficient work as directed by the Engineer and at no additional cost to the Owner.

3.14 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Contractor will engage an Owner-approved qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

1. Testing Services: Tests shall be performed according to ACI 301 or as described specifically below and include:
 - a. Slump Test – per ASTM C143.
 - b. Air Entrainment – per ASTM.
 - c. Comprehensive Strength Test – per ASTM C31 and C39.
 - 1) Cylinder tests shall be made every 50 cu. yards or a minimum of one (1) each day for pours less than 50 cu. yards.
 - 2) Three (3) cylinders shall be taken per test.
 - 3) Testing of cylinders shall be:
 - a) One (1) at 7 days.
 - b) Two (2) at 28 days.
 - 4) Architect/Engineer may modify testing schedule.
 - d. Two (2) copies of all test results shall be forwarded directly to the Architect/Engineer by the testing laboratory.
2. Contractor shall pay cost of sampling and laboratory testing.

END OF SECTION 033000

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor for this work is referred to the Drawings, Bidding Requirements, General Conditions, Special Conditions, Temporary Services and other pertinent Sections of these Specifications. These sections describe work which is a part of this Contract. The following General Provisions amplify and supplement these Sections of Specifications. In cases of conflicting requirements, the stipulations set forth in Division 1 supersede and must be satisfied by the Contractor.

1.2 SUMMARY

- A. Section Includes:
 - 1. Electrical equipment coordination and installation.
 - 2. Common electrical installation requirements.

1.3 COORDINATION

- A. Contractor must read the entire Specifications covering other branches of Work. Contractor is responsible for coordination of his (her) work with work performed by other trades.
- B. Consult all Contract Documents which may affect the location of any equipment or apparatus furnished under this Work and make minor adjustments in location as necessary to secure coordination.
- C. System layout is schematic and exact locations shall be determined by structural and other conditions. This shall not be construed to mean that the design of the system may be arbitrarily changed. The equipment layout is to fit into the site and to coordinate with equipment included under other Divisions of Work.
- D. Contractor shall contact the Owner's Representative immediately if he (she) notices any discrepancies or omissions in either the Drawings or Specifications, or if there are any questions regarding the meaning or intent thereof.
- E. Submit all changes, other than minor adjustments, to the Engineer/Architect for approval before proceeding with the work.
- F. The Contractor is required to visit the site and fully familiarize himself or herself concerning all conditions affecting the scope of work. Failure to visit the site shall not relieve the Contractor from any responsibility in the performance of his or her Work.
- G. All workmanship to be of the highest quality in accordance with the best practices of the trade by craftsmen/ craftswomen skilled in this particular work.
- H. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 3. To allow right of way for piping and conduit installed at required slope.
 4. To ensure connecting raceways, cables, wireways, cable trays, and busways are clear of obstructions and of the working and access space of other equipment.
- I. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed.
- J. Coordinate sleeve selection and application with selection and application of firestopping.
- K. Where thermostat locations are shown, the electrical contractor shall provide a recessed wall box with conduit to an accessible location. In areas where surface mounted boxes are required, a surface mounted box and conduit to 10' AFF shall be provided (or to the equipment location, whichever is closer). Thermostat installation and the corresponding low voltage thermostat wiring shall be by the mechanical contractor.

1.4 PERMITS, INSPECTIONS AND CODES

- A. Complete installation shall conform with all applicable Federal, State and Local laws, Codes and Ordinances including, but not limited to the latest approved editions of the following:
1. State Building Codes.
 2. Specific Construction Safety Requirements, State Industrial Commission.
 3. National Electrical Code (NFPA-70).
 4. Life Safety Code, NFPA-101.
 5. Occupational Safety and Health Act (OSHA) of 1971 and all amendments thereto.
- B. Nothing contained in the drawings and specifications shall be construed to conflict with these laws, codes, and ordinances and they are hereby included in these specifications.

1.5 RECORD DRAWINGS

- A. Record all deviations from the Drawings, on a set of prints and deliver them to the Owner and Owner's Representative upon completion of the work. Special attention to record the location of concealed boxes, service runs shall be made at the point of installation to maintain accuracy.
1. Sufficient dimensional tie points to permanent building features shall be provided for all buried conduits to facilitate future location.

1.6 INSPECTION

- A. Contractor shall arrange for and include in his (her) bid, inspection of this work by the appropriate state or local code authority having jurisdiction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Furnish new, undeteriorated materials of a quality not less than what is specified.
- B. Contractor to furnish and install only those brands of equipment mentioned specifically or accepted as substitutes.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Furnish all materials, labor, tools, transportation, incidentals, and appurtenances to complete in every detail and leave in working order all items of work called for herein or shown on the accompanying Drawings.
- B. Include any minor items of work necessary to provide a complete and fully operative electrical system which meets all required codes.
- C. Comply with NECA 1.
- D. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- E. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- F. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- G. Right of Way: Give to piping systems installed at a required slope.

3.2 PROTECTION AND CLEANING

- A. Protect all fixtures and equipment against damage from leaks or abuse and pay the cost of repair or replacement of fixtures or equipment made necessary by failure to provide suitable safeguards or protection.
- B. After all fixtures and equipment have been set, thoroughly clean all fixtures and equipment with manufacturers recommended cleaning agents, removing stickers and other foreign matter and leave every part in acceptable condition, clean and ready for use.
- C. Repair all dents and scratches in factory prime or finish coats on all electrical equipment. If damage is excessive, replacement may be required.

END OF SECTION 260500

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Single conductor building wire.
- B. Wiring connectors.

1.2 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011 (Reapproved 2017).
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010, with Editorial Revision (2020).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- F. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2021.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- I. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- J. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- K. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.

1.3 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

2.2 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 - 3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - 3. Color Code:
 - a. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - b. 240/120 V High-Leg Delta, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B (High-Leg): Orange.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - c. 240/120 V, 1 Phase, 3 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.

- 3) Neutral/Grounded: White.
- d. Equipment Ground, All Systems: Green.

2.3 SINGLE CONDUCTOR BUILDING WIRE

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2.

2.4 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.2 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Installation in Raceway:
 - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 - 2. Pull all conductors and cables together into raceway at same time.
 - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- D. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- E. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- F. Install conductors with a minimum of 12 inches of slack at each outlet.

- G. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- H. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- I. Make wiring connections using specified wiring connectors.
 - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 - 3. Do not remove conductor strands to facilitate insertion into connector.
 - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
- J. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
- K. Insulate ends of spare conductors using vinyl insulating electrical tape.
- L. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground bars.
- E. Ground rod electrodes.

1.2 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2022.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.3 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 GROUNDING AND BONDING REQUIREMENTS

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- E. Grounding Electrode System:

1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
 - a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
 2. Ground Rod Electrode(s):
 - a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
 - b. Space electrodes not less than 10 feet from each other and any other ground electrode.
- F. Grounding for Separate Building or Structure Supplied by Feeder(s) or Branch Circuits:
1. Provide grounding electrode system for each separate building or structure.
 2. Provide equipment grounding conductor routed with supply conductors.
 3. For each disconnecting means, provide grounding electrode conductor to connect equipment ground bus to grounding electrode system.
- G. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
 4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
 5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
 6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

2.2 GROUNDING AND BONDING COMPONENTS

- A. General Requirements:
1. Provide products listed, classified, and labeled as suitable for the purpose intended.
 2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding:
1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare copper conductors where installed underground in direct contact with earth.
 - 2) Use bare copper conductors where directly encased in concrete (not in raceway).

2. Factory Pre-fabricated Bonding Jumpers: Furnished with factory-installed ferrules; size braided cables to provide equivalent gauge of specified conductors.
- C. Connectors for Grounding and Bonding:
1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
 2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
 3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
- D. Ground Bars:
1. Description: Copper rectangular ground bars with mounting brackets and insulators.
 2. Holes for Connections: As indicated or as required for connections to be made.
- E. Ground Rod Electrodes:
1. Comply with NEMA GR 1.
 2. Material: Copper-bonded (copper-clad) steel.
 3. Size: 5/8 inch diameter by 10 feet length, unless otherwise indicated.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
- D. Make grounding and bonding connections using specified connectors.
1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

1.2 REFERENCE STANDARDS

- A. MFMA-4 - Metal Framing Standards Publication; 2004.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

PART 2 PRODUCTS

2.1 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Comply with the following. Where requirements differ, comply with most stringent.
 - a. NFPA 70.
 - b. Requirements of authorities having jurisdiction.
 - 2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
 - 3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
 - 4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 - 6. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
 - a. Outdoor and Damp or Wet Indoor Locations: Use stainless steel unless otherwise indicated.
- B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
 - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 - 2. Conduit Clamps: Bolted type unless otherwise indicated.
- C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
- D. Metal Channel/Strut Framing Systems:

1. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
 2. Comply with MFMA-4.
- E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
- F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
 2. New Concrete: Use preset concrete inserts.
 3. Existing Concrete: Use expansion anchors.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1.
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- E. Equipment Support and Attachment:
1. Use supports assembled from metal channel/strut to support equipment as required.
 2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
 3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
 4. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- F. Secure fasteners in accordance with manufacturer's recommended torque settings.
- G. Remove temporary supports.

END OF SECTION 260529

SECTION 260533 - CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Galvanized steel electrical metallic tubing (EMT).
- C. Rigid polyvinyl chloride (PVC) conduit.

1.2 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2020.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2020.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2020.
- E. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2017.
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- G. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2020.
- H. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2021.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- K. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.
- L. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- M. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.
- N. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- O. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.1 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
 - 1. Exterior, Direct-Buried: Use rigid PVC conduit.
 - 2. Where rigid polyvinyl chloride (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC) where emerging from underground.
- D. Embedded Within Concrete:
 - 1. Within Slab on Grade: Use rigid PVC conduit.
- E. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel electrical metallic tubing (EMT).
- F. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit (RMC).
- G. Exposed, Exterior, Not Subject to Severe Physical Damage: Use galvanized steel rigid metal conduit (RMC).
- H. Exposed, Exterior, Subject to Severe Physical Damage: Use galvanized steel rigid metal conduit (RMC).

2.2 CONDUIT - GENERAL REQUIREMENTS

- A. Comply with NFPA 70.
- B. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for purpose intended.
- D. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.3 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
 - 1. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.
 - 2. Material: Use steel or malleable iron.

3. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

2.4 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)

- A. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. Fittings:
 1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 2. Material: Use steel or malleable iron.
 3. Connectors and Couplings: Use compression/gland or set-screw type.
 - a. Do not use indenter type connectors and couplings.

2.5 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.
- B. Fittings:
 1. Manufacturer: Same as manufacturer of conduit to be connected.
 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.6 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- B. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- C. Pull Strings: Use nylon or polyester tape with average breaking strength of not less than 1,250 lbf.
- D. Conduit Mechanical Seals:
 1. Listed as complying with UL 514B.
 2. Specifically designed for sealing conduit openings against water, moisture, gases, and dust.
 3. Suitable for sealing around conductors/cables to be installed.
- E. Sealing Systems for Concrete Penetrations:
 1. Sleeves: Provide water stop ring or cement coating that bonds to concrete to prevent water infiltration.
 2. Rate for minimum of 40 psig; suitable for sealing around conduits to be installed.

- F. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install conduit in accordance with NECA 1.
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- E. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 - 4. Use of wire for support of conduits is not permitted.
- F. Connections and Terminations:
 - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 - 3. Use suitable adapters where required to transition from one type of conduit to another.
 - 4. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 - 5. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
 - 6. Secure joints and connections to provide mechanical strength and electrical continuity.
- G. Penetrations:
 - 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 - 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 - 4. Conceal bends for conduit risers emerging above ground.
 - 5. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
- H. Underground Installation:
 - 1. Minimum Cover, Unless Otherwise Indicated or Required:
 - a. Underground, Exterior, Not Under Roadway: 24 inches.
 - b. Underground, Exterior, Under Roadway: 36 inches.

- I. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
 - 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 - 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
 - 3. Where conduits are subject to earth movement by settlement or frost.

- J. Conduit Sealing:
 - 1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
 - a. Where conduits enter building from outside.
 - b. Where service conduits enter building from underground distribution system.
 - c. Where conduits enter building from underground.
 - d. Where conduits may transport moisture to contact live parts.
 - 2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
 - a. Where conduits pass from outdoors into conditioned interior spaces.
 - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.

- K. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

3.2 FIELD QUALITY CONTROL

- A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- B. Correct deficiencies and replace damaged or defective conduits.

3.3 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.4 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION 260533

SECTION 260534 - BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Underground boxes/enclosures.
- D. Accessories.

1.2 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2020.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. SCTE 77 - Specifications for Underground Enclosure Integrity; 2017.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- K. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.3 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for underground boxes/enclosures.

1.4 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 BOXES

- A. General Requirements:
1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 3. Use suitable concrete type boxes where flush-mounted in concrete.
 4. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
 5. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 6. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
 7. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
 2. Junction and Pull Boxes Larger Than 100 cubic inches:
 - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
 3. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
 - a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.
- D. Underground Boxes/Enclosures:
1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel cover bolts.
 2. Provide logo on cover to indicate type of service.
 3. Applications:
 - a. Parking Lots, in Areas Subject Only To Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77 Tier 15 load rating.
 4. Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.
 - a. Combination fiberglass/polymer concrete boxes/enclosures are acceptable. Comply with SCTE 77 .

2.2 ACCESSORIES

- A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for boxes and facade materials to be installed.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Supports:
 - 1. Secure and support boxes in accordance with NFPA 70.
- E. Install boxes plumb and level.
- F. Install boxes as required to preserve insulation integrity.
- G. Underground Boxes/Enclosures:
 - 1. Install enclosure on gravel base, minimum 6 inches deep.
 - 2. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.
- H. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- I. Close unused box openings.

3.2 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.3 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION 260534

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Underground warning tape.
- E. Warning signs and labels.

1.2 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

1.3 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - a. Panelboards:
 - 1) Identify ampere rating.
 - 2) Identify voltage and phase.
 - 3) Identify power source and circuit number. Include location when not within sight of equipment.
 - 4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
 - 5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
 - b. Enclosed switches, circuit breakers, and motor controllers:
 - 1) Identify voltage and phase.
 - 2) Identify load(s) served. Include location when not within sight of equipment.

2. Service Equipment:
 - a. Use identification nameplate to identify each service disconnecting means.
 3. Use identification label or handwritten text using indelible marker on inside of door at each motor controller to identify nameplate horsepower, full load amperes, code letter, service factor, voltage, and phase of motor(s) controlled.
- B. Identification for Conductors and Cables:
1. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
 2. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
 - a. Within boxes when more than one circuit is present.
 - b. Within equipment enclosures when conductors and cables enter or leave the enclosure.
- C. Identification for Raceways:
1. Use underground warning tape to identify underground raceways.

2.2 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
1. Materials:
 - a. Outdoor Locations: Use stainless steel nameplates suitable for exterior use.
 2. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.
 3. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
 2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

2.3 WIRE AND CABLE MARKERS

- A. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, heat-shrink sleeve, plastic sleeve, plastic clip-on, or vinyl split sleeve type markers suitable for the conductor or cable to be identified.
- B. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- C. Legend: Power source and circuit number or other designation indicated.
- D. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- E. Minimum Text Height: 1/8 inch.

- F. Color: Black text on white background unless otherwise indicated.

2.4 UNDERGROUND WARNING TAPE

- A. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- B. Foil-backed Detectable Type Tape: 3 inches wide, with minimum thickness of 5 mil, unless otherwise required for proper detection.
- C. Legend: Type of service, continuously repeated over full length of tape.
- D. Color:
 - 1. Tape for Buried Power Lines: Black text on red background.

2.5 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Labels:
 - 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 - 3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Surface-Mounted Equipment: Enclosure front.
 - 2. Flush-Mounted Equipment: Inside of equipment door.
 - 3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 - 4. Elevated Equipment: Legible from the floor or working platform.
 - 5. Branch Devices: Adjacent to device.
 - 6. Interior Components: Legible from the point of access.
 - 7. Conduits: Legible from the floor.
 - 8. Conductors and Cables: Legible from the point of access.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.

- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches below finished grade.
- G. Mark all handwritten text, where permitted, to be neat and legible.

END OF SECTION 260553

SECTION 262726 - WIRING DEVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Switches.
- B. Receptacles.
- C. Plates and covers.

1.2 REFERENCE STANDARDS

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; 2014h, with Amendments (2017).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.
- D. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2020).
- E. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2021.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- H. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

1.3 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

PART 2 PRODUCTS

2.1 WIRING DEVICE APPLICATIONS

- A. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- B. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.

2.2 WIRING DEVICE FINISHES

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices Installed in Wet or Damp Locations: White with specified weatherproof cover.

2.3 SWITCHES

- A. Standard Switches: Commercial specification grade, 15 A, 120 V with standard toggle type switch actuator and maintained contacts; single pole single throw as indicated on the drawings.

2.4 RECEPTACLES

- A. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
 - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
 - 2. NEMA configurations specified are according to NEMA WD 6.

2.5 PLATES AND COVERS

- A. Plates: Comply with UL 514D.
 - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
 - 2. Size: Standard.
 - 3. Screws: Metal with slotted heads finished to match plate finish.
- B. Weatherproof Switch Covers for Wet or Damp Locations: Gasketed, metallic, with externally operable actuating means and corrosion-resistant screws; listed as suitable for use in wet locations.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Install wiring devices in accordance with manufacturer's instructions.
- C. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- D. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
- E. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

- F. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- G. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- H. Install switches with OFF position down.
- I. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- J. Install blank plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

END OF SECTION 262726

SECTION 262915 - PUMP CONTROL PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Equipment/services required
- B. Demolition of existing control panels/conduit/wire/installation as required
- C. Pump Control Panels as detailed in this specification and on the drawings
- D. Engineering services for design, startup, and training

1.2 SUBMITTALS

- A. Complete submittals shall be provided to the Engineer/Owner for review and approval prior to purchasing of equipment or equipment fabrication.
- B. Submittal documentation shall include the following:
 - 1. Shop Drawings
 - a. A master wiring diagram for the control panel(s) shall be submitted for Engineer's review and approval before beginning construction. This diagram shall be drawn in standard ladder logic format. All ladder rungs shall be numbered in the left hand margin, and all relay contacts referenced to these numbers in the right hand margin. Each electrical node in the control schematic shall have a different wire number. A bill of materials and a layout drawing of the enclosure door/inner door/inner bracket components shall appear on this drawing with a listing of nameplates pertaining to the components.
 - 2. Product Data
 - a. Included in the submittal package shall be data sheets of all equipment used in the control panel, as listed in the bill of materials.
 - 3. As-Built Documentation
 - a. Drawings
 - 1) Final As-Built drawings shall be on full-size 24" x 36" paper. Five (5) sets shall be provided to the Engineer/Owner. An additional full-size as-built drawing shall be placed in the control panel.
 - 2) A waterproof reduced copy of the master "as built" wiring diagram shall be laminated in clear plastic and permanently fastened to the inside of the panel door.

1.3 QUALITY ASSURANCE

- A. Equipment Qualifications
 - 1. If alternate equipment is proposed, the contractor shall be responsible for any additional design, labor, and material costs associated with revisions to provide a functional system. No additional compensation shall be allowed to accommodate this requirement.

2. The control panel components used shall be in accordance with Underwriters Laboratories.
3. All work shall be complete in accordance with the latest version of NFPA 70: National Electric Code.

B. Manufacturer's Qualifications

1. It is the intent of these specifications that all motor control and control components be supplied by a single supplier. Controls shall not be assembled on site. Control panel manufacturer shall be a UL 508 certified control panel manufacturing facility and shall be regularly engaged in the manufacture of controls for the municipal water/wastewater industry. The system specified herein shall be the product of a manufacturer having at least ten (10) years' experience in the construction of such control equipment.

C. Warranty

1. System warranty shall be for a period of 1 year commencing upon successful completion of startup. Systems Integrator shall not be responsible for contingent liabilities due to any component failure before, during, or after the manufacturer warranty period. Warranty includes parts and labor for all equipment/software/services provided against defects in material and workmanship. Warranty excludes surge/transient damage.

1.4 PROJECT CONDITIONS

A. Existing Conditions

1. Contractor is responsible for visiting the project location to become familiar with the existing conditions that may have an impact on the layout of the cabinet before purchase of equipment or equipment fabrication.

PART 2 PRODUCTS

2.1 EQUIPMENT CONTROL

- A.** Per control diagrams on drawings.

2.2 EQUIPMENT

A. Control Panels

1. Strut-Mounted Enclosure
 - a. Enclosure shall be NEMA 4X basic construction.
 - b. Enclosure shall be constructed of 12-gauge 304 stainless steel with a brushed #4 finish. All hardware on exterior of enclosure shall be stainless steel.
 - c. Enclosure shall have a separate subpanel. Subpanel shall be 12-gauge mild steel primed and painted white.
 - d. Exterior door shall be held shut with padlockable, 3-point door latch mechanism. Padlock is to be provided by the Owner. Exterior door shall be gasketed to provide a watertight seal to the enclosure. All doors shall be mounted to the enclosure with continuous hinges.
 - e. Enclosure shall have swing-out inner door. Inner door shall be held shut with latch. Inner door shall be 12-gauge mild steel primed and painted white.

- f. All control switches, pushbuttons, elapsed time meters, indicator lights and main circuit breaker disconnect handle shall be mounted on or through the inner door. All panel wiring and equipment layout shall be performed per NEMA and JIC specifications. NEC gutter spacing shall be observed. A minimum of 6" additional DIN rail shall be provided for future mounting expansion.
 - g. Height of enclosure shall be determined by the contractor based on the equipment specified.
2. Short Circuit Current Rating (SCCR):
 - a. Provide control panels with listed short circuit current rating not less than 22,000 rms symmetrical amperes.
 3. Power Distribution Block
 - a. Provide power distribution blocks as required and sized for the load served. Each pole of the block shall be supplied with a clear cover for operator protection.
 4. Surge Protection Device
 - a. The surge protection device (SPD) shall be a Type 2, industrial grade surge protective device. The SPD shall meet the following specifications
 - 1) Listing: UL 1449, 3rd edition
 - 2) Frequency: 50-60Hz
 - 3) Response time: <5 nanoseconds
 - 4) Visual end of life indicator
 - 5) Operating temperature: -40 degrees C to +85 degrees C
 - 6) Nominal discharge current capacity: 20,000 A
 - 7) Maximum discharge current: 50,000 A per phase
 - 8) Protection modes: L-G, L-L
 - 9) Internal or external overcurrent as required by listing
 - 10) SCCR: 200,000 A
 - 11) MCOV: 550V (L-G)
 5. Phase Monitor
 - a. Plug-in style phase monitor designed to monitor phase loss, under voltage, and phase sequence with a DPDT contact to interrupt all control power in the event of phase loss and provide a signal to the alarm dialer. Phase monitor shall be supplied with a finger safe fuse holder and fuses to provide fused protection of the sensing circuit.
 6. Circuit Breakers
 - a. Main circuit breaker
 - 1) Electronic LSI breaker. Minimum 22,000 AIC.
 - b. Branch circuit breakers
 - 1) Properly sized thermal-magnetic circuit breakers where shown. Minimum 10,000 AIC (120V breakers).
 7. Contactors/Overload Relay
 - a. Pumps 20 HP and smaller shall be provided with a magnetic across the line horsepower/current rated motor contactor with ambient temperature compensated overload relay for each motor load served.
 - b. Contactor acceptable Manufacturers:
 - 1) ABB Series AF
 - 2) Square D, Type LC1D
 - 3) Eaton, Type XTCE
 - 4) Engineer approved equal.

- c. Combination short circuit protection/overload relay (MCP) acceptable
Manufacturers:
 - 1) ABB Series MS132
 - 2) Square D, Type GV2
 - 3) Eaton, Type XTPR
 - 4) Engineer approved equal.
- d. Supply connecting links as required for close-coupling of contactors to MCP.
Supply auxiliary contacts as required.
- 8. Solid State Starter
 - a. Pumps larger than 20 HP shall be provided with a reduced voltage solid state starter (except where variable-frequency controllers are indicated on the Drawings) with overload protection and integral across-the-line bypass contactor for each motor load served. The pump shall be able to be started across-the-line using a separate bypass contactor via subpanel-mount selector switch.
 - b. Solid state starter shall include transistors in each of the 3 power lines.
 - c. Solid state starter shall be Eaton IT series with line side surge protector, ABB PST/PSTX series, Danfoss, or pre-approved equal.
- 9. Transformer
 - a. Where shown on drawings, minimum 2KVA dry-type transformer shall be supplied with factory installed primary and secondary short circuit protection.
 - b. Control power shall be 120 volt. Control circuit shall be connected so that a power outage of any duration does not require manual re-start of system.
 - c. Transformer may be provided installed on side of enclosure.
- 10. Control Terminal Blocks
 - a. Numbered, feed through, single tier terminal blocks shall be supplied for all field terminations. Current capacity of terminal strips shall be greater than the load served. Screw wire terminals shall be suitable for minimum 10 AWG wire and rated for not less than 600 volts.
- 11. Interior Service Light:
 - a. Provide an interior fluorescent service light w/ safety lens fastened to the top of each enclosure section with two-position "Off-On" selector knob on control panel inner door to control. Incandescent light fixtures shall not be acceptable. Light shall be mounted without penetrating the panel outer skin with screws or fasteners.
- 12. Receptacle
 - a. Provide a GFCI duplex receptacle mounted on the control panel inner door.
- 13. Condensation Heater
 - a. Provide a 100 watt, 120 vac silicone rubber self-adhesive condensation heater with integral 40 degree thermostat
- 14. 24 VDC Power Supply
 - a. Provide 24 VDC power supply to power equipment as required in control panel. Unit shall be rated at 1.5 A DC output, minimum if provided as an isolated unit.
- 15. Intrinsically Safe Relays:
 - a. Relays provided for float level sensors shall be the intrinsically safe type and shall be properly barriered from other system components. Intrinsically safe devices within the panel shall be mounted and wired in accordance with NEC, Article 504, with all required voltage barriers in place. Submittals should indicate the relative position of all such components and the panel manufacturer's recommended area for conduit entrances for power and intrinsically safe wiring. Contractor shall adjust the conduit arrangement entering the enclosure and the terminal box below

to coincide with the panel manufacturer's recommendations, if necessary, to ensure that power and intrinsically safe wiring remain separated and do not cross. Alternation function and lead select capability shall be included in intrinsically safe relay controller, where possible.

16. Alternator
 - a. Provide an automatic electronic alternator for alternating pump operation on successive automatic cycles. Relay shall incorporate LED position indicators and a toggle switch to select any pump as the lead pump, or to allow automatic alternation.
 - b. Alternator may be integral to intrinsically safe pump controller.
17. Selector Switches
 - a. Selector switches shall be 30 mm oil tight type with lever operators and 10 amp contacts. Knob operators shall not be accepted. Contact blocks shall be provided as required and shall be rated for a nominal voltage of 500 vac and 10 amps.
 - b. Provide selector switches for the following functions where indicated on the Drawings:
 - 1) Pump "Hand-Off-Auto" (three position)
18. Pilot Lights
 - a. Pilot lights shall be push-to-test, oil-tight industrial units utilizing 120 volt bulbs. Lenses shall be colored as shown on the drawings.
19. Elapsed Time Meters
 - a. Provide an electromechanical elapsed time meter for each pump controlled. Meter shall be 6-digit, non-resettable, reading in hours and tenths of hours.
20. Seal Fail Relay
 - a. Provide a conductance actuated moisture sensing relay for each submersible pump controlled with field adjustable sensitivity.
 - b. If specialized relays/sensors are required by the pump manufacturer for pump protection relating to seal fail/thermal/overheat, the units shall be as specified and supplied by the contractor/pump manufacturer, to assure that the pump and motor warranty is not compromised. Wiring diagrams for the units shall be provided by the contractor/pump supplier to the systems integrator for submittal purposes. If to be installed in the pump control panel, the units shall be supplied by the contractor/pump supplier to the systems integrator prior to panel construction, who shall install the units in the control panel. The contractor/pump supplier shall provide start-up/documentation/training services as required.
21. Battery
 - a. A battery and battery charger are to be provided so that the alarm horn/light circuit shall remain powered during a power outage. Battery shall have a minimum rating of 7 amp-hours.
22. Alarm Light
 - a. Provide a red, NEMA 4X/IP66, LED strobe light mounted to the top exterior of the enclosure (and elsewhere if specified on the Drawings for a remote alarm light). Minimum ratings shall be 1.5 Joules at 70 flashes per minute. The strobe light shall be fully sealed to prevent water from entering the enclosure and be attached by mounting screws from inside the enclosure to prevent tampering.
23. Alarm Horn
 - a. Provide a weatherproof alarm horn mounted to the side, exterior of the enclosure. Output shall be adjustable between 78 and 103 dB at 10 feet.
24. Ground Bus/Lugs

- a. Provide a ground lug sized for incoming power ground near the power distribution block. Provide a ground lug sized for pump ground near pump power wire terminations. Provide a ground buss for control equipment grounding, minimum 6 termination points.
- 25. Corrosion Inhibitor
 - a. Provide a vaporizing corrosion inhibitor mounted inside the control panel sized according to the final enclosure dimensions
- 26. Wiring
 - a. Power distribution wiring on the line side of panel fuses or circuit breakers shall be sized for the load served, minimum 12 AWG THHN.
 - 1) Exception: All power distribution wiring for the pump and starters shall be a minimum of #6 AWG Cu.
 - b. Control wiring shall be minimum #16 gauge SIS or MTW type stranded wire for internal control panel circuits.
 - c. All control wires shall be numbered at each termination corresponding to the master wiring diagram with clip-sleeve or heat-shrink type wire markers. Wrap-on or adhesive wire markers shall not be allowed.
 - d. Wire Insulation Color
 - 1) Conductors supplying 120 vac on the line side of a disconnecting switch shall have black insulation for the ungrounded conductor.
 - 2) 120 vac wiring (except for neutrals) shall have red insulation. 120 vac neutral wiring shall have white insulation. 50 vac or less shall have yellow insulation. 12/24 vdc wiring shall have blue insulation. Intrinsically safe wiring shall have purple insulation.
- 27. Labels/Nameplates
 - a. All components shall be identified according to wiring diagram.
 - b. Provide adhesive backed printed labels for all internal devices such as contactors, circuit breakers, and relays. Labels shall be adhered to the back panel. No labels shall be adhered to wire cover.
 - c. Provide engraved phenolic nameplates, with black letters on white background, for door-mounted devices such as selector switches, push-buttons, circuit breaker toggles, and pilot lights. Nameplates shall be secured firmly to the panel.

PART 3 EXECUTION

3.1 GENERAL

- A. Equipment shall be installed per manufacturer's instructions and control panel drawings. Complete installation of equipment listed above. Holes should only be punched in bottom of enclosures for conduit entry, etc., where applicable, so as to prevent water from entering enclosure. Where bottom entry is not possible, conduit installation shall be made water-tight by threaded openings and/or gasketed hubs.
- B. All equipment shall be stored be protected against damage at all times. Equipment shall be stored in a clean, dry environment with temperature and humidity within the range as specified by the controller manufacturer.
- C. Discrete Signals
 - 1. Discrete signal transmission between instruments shall be completed with no smaller than 14 AWG THHN wire.

D. Wire Termination

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

E. Clean-up

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

END OF SECTION 262915

SECTION 265600 - EXTERIOR LIGHTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Exterior luminaires.

1.2 REFERENCE STANDARDS

- A. IES LM-79 - Approved Method: Optical and Electrical Measurements of Solid-State Lighting Products; 2019.
- B. IES LM-80 - Approved Method: Measuring Maintenance of Light Output Characteristics of Solid-State Light Sources; 2021.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- D. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2000 (Reaffirmed 2006).
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- G. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.3 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.

1.4 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.

PART 2 PRODUCTS

2.1 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.

2.2 LUMINAIRES

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
- H. LED Luminaires:
 - 1. Components: UL 8750 recognized or listed as applicable.
 - 2. Tested in accordance with IES LM-79 and IES LM-80.
 - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.
- I. Exposed Hardware: Stainless steel.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install luminaires in accordance with NECA/IESNA 501.
- C. Install luminaires plumb and square.
- D. Install accessories furnished with each luminaire.
- E. Bond products and metal accessories to branch circuit equipment grounding conductor.

3.2 ADJUSTING

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Engineer. Secure locking fittings in place.

END OF SECTION 265600

SECTION 310000-EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Extent of Earthwork is indicated on Drawings.
- B. Work includes:
 - 1. Stripping.
 - 2. Topsoil stockpiling.
 - 3. Excavation.
 - 4. Preparation and compaction of subgrade for buildings, drives, and walks.
 - 5. Topsoil re-spreading.
 - 6. Erosion control.

1.2 SUBMITTALS

- A. Testing Reports - Excavating: Submit the following reports directly to the Owner from the testing services, with copies to the Contractor and Engineer.
 - 1. Field density test reports on subgrade.
 - 2. One optimum moisture-maximum density curve for each type of soil encountered.

1.3 QUALITY ASSURANCE

- A. Codes and Standards:
 - 1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.
 - 2. Obtain any necessary permits for this Section of Work and pay any fees required for permits.
 - 3. The entire installation shall fully comply with all local and state laws and ordinances, and with all established codes applicable thereto.
- B. Testing and Inspection Service:
 - 1. Cost of field and laboratory testing will be borne by the Owner. Lab reports shall be simultaneously forwarded to the Owner, Contractor, and Engineer.
 - 2. Contractor will cooperate with testing laboratory and Geotechnical Engineer in coordinating compaction testing.

1.4 CONSTRUCTION STAKING AND SURVEYS

- A. General: From lines and levels established by property survey, and as shown in relation to the work, Contractor to establish and maintain benchmarks, base lines, and other dependable markers to set lines and levels for the work.

- B. Owner Property Surveys: Owner reserves the rights to hire an independent Engineer to survey the site for compliance with the contract documents. The Contractor will be required to correct all work not in compliance with the plans and specifications.

1.5 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during demolition operations.
2. Underground utilities shown on the drawings have been taken from existing public records, Owner's records, and available as-built drawings and are correct to the best of our knowledge and provided for information only.
3. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities caused by Contractor's negligence to the satisfaction of utility owner at not cost to the Project Owner.
4. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.
5. Provide minimum of 48-hours notice to Owner and Engineer and receive written notice to proceed before interrupting any utility.
6. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

B. Protection of Persons and Property:

1. Barricade open excavations occurring as part of this work and post with warning lights.
2. Operate warning lights as recommended by authorities having jurisdiction.
3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolition operations.
4. Perform excavation within drip-line of large trees to remain by hand, and protect root system from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with burlap. Paint root cuts of 1" diameter and larger with emulsified asphalt tree paint.

C. Contract Limits:

1. Contract limits are shown on the drawing:
 - a. Contractor will maintain his construction operations within the contract limits.
 - b. Disturbance or damage occurring outside of the contract limits as a result of the Contractor's operations will be repaired to the original condition at no expense to the Owner.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS/DEFINITIONS

- A. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups CL, GC, GW, CP, GM, ML, SC, SM, SW, and SP.
- B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups MG, CH, DH, OL, OH, PT, and any bedrock material.
- C. Fill Materials:
 - 1. The fill material type shall be cohesive, non-expansive soil having a “CL” or “CL-ML” classification in accordance with the Unified Soil Classification System and shall have a maximum laboratory dry density (100%) of 100 pounds per cubic foot or more as determined by ASTM D698 (Standard Proctor). All fill material under the building floor slab and exterior paving shall meet the requirements of Engineered Structural Fill Type S2.
 - 2. No organic dark colored soils or plastic and potentially expansive soils, such as clay shale, are considered suitable engineered fill materials. Topsoil should be sorted and stockpiled for landscaping purposes.
 - 3. When fill material includes rock, the maximum rock size acceptable shall be three inches (3”). No large rocks shall be allowed to nest and all voids must be carefully filled with small stones or earth, properly compacted. No large rocks will be permitted within twelve inches (12”) of the finished grade.
- D. Topsoil: Re-spread stripped topsoil to 6” thick over all disturbed project areas designated as lawn/grass and to fill islands as shown. Use satisfactory soil materials free of admixture of subsoil, reasonably free from clay lumps, stone or other debris greater than 1 1/2” in diameter.

PART 3 - EXECUTION

3.1 SITE PREPARATION

- A. Subgrade preparation (at building and paving excavation and fill sections):
 - 1. Scarify and proof roll or otherwise mechanically test subgrade in new paving areas and in building slab areas.
 - 2. The Geotechnical Engineer will inspect the subgrade conditions and identify any unsuitable areas.
- B. Additional Excavation:
 - 1. Unsuitable areas will be undercut to a depth determined by the Geotechnical Engineer and replaced with suitable fill material compacted in accordance with fill compaction requirements specified herein.
 - 2. Unsuitable soils excavated as undercut will be removed from site.
 - 3. Rubble, debris, and rock excavated as undercut will be removed from the site and disposed of by the Contractor.
 - 4. Removal or reworking of unsuitable material and its replacement, as directed, will be paid for on basis of contract conditions relative to changes in the work.

3.2 EXCAVATION

- A. Excavation is unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
- B. Unauthorized Excavation:
 - 1. Consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Geotechnical Engineer.
 - 2. Unauthorized excavation, as well as remedial work directed by Geotechnical Engineer shall be at Contractor's expense.
 - 3. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Geotechnical Engineer.
- C. Dewatering:
 - 1. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
 - 2. Do not allow water to accumulate in excavations.
 - 3. Remove water to prevent softening of subgrades and foundations.
 - 4. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
- D. Subgrade Preparation: Buildings and Pavements:
 - 1. Provide a 12" compacted depth subgrade.

3.3 COMPACTION

- A. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification indicated below.
- B. Place fill in 6-8" uniform lifts.
- C. Compaction Requirements: Compact top 12" of subgrade and each layer of backfill or fill material to not less than the following percentages or maximum density:

Standard Proctor (ASTM D698)		
Construction Type	Cohesive Soils	Cohesionless Soils
Building, foundation, walls, roadway, parking lot, and critical backfill area beneath same; e.g., trenches.	97%	98%
Backfill adjacent to structures not supporting other structures – minor subsidence possible.	90%	93%
Lawn areas. Non-critical areas – moderate subsidence possible.	85%	88%

- D. Moisture Control and Soils Content:

1. Non-expansive soils utilized for compacted fill should exhibit a Liquid Limit less than 45 percent and a Plasticity Index less than 22 percent.
2. The moisture content for cohesive fill materials should be within 0 to +3 percent of the soil's optimum water content at the time of compaction and should be maintained prior to final construction.
3. When subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
4. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.4 BACKFILL AND FILL

- A. General: Place acceptable soil material in 6-8" layers to required subgrade elevations.

3.5 MAINTENANCE

- A. Protection of Graded Areas:
 1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
 2. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
 3. Keep public streets clean from soil, soil tracking, and debris at all times.
- B. Reconditioning Compacted Areas: Where completed graded areas are disturbed during this grading project by erosion or adverse weather, scarify surface, re-shape and compact to required density prior to further construction.

3.6 EROSION PROTECTION

- A. The Contractor shall comply with soil erosion control requirements of the Missouri DNR Code, Clark County, and the local ordinances. The Contractor shall take all necessary measurements to protect against erosion and dust pollution on this project site and all off-site borrow or deposit areas, during performance or as a result of performance.
- B. The Contractor shall take all steps necessary to protect adjoining property, including public sanitary and storm drainage systems and streets, from any damage resulting from the movement of earth or other debris thereto from the site; and such steps as are necessary to prevent the accumulation of earth or debris on adjoining public or private property from the construction site. The Contractor shall take into consideration all factors which might cause the movement of earth or debris from the construction site onto any adjoining public or private property.
- C. The Contractor shall take immediate corrective action should damage occur to adjoining public or private property (including sanitary or storm drainage systems and streets). The Contractor shall take immediate corrective action to remove any debris should any earth or other debris move from the construction site to adjoining public or private property. Further, the Contractor shall take steps required to prevent the repetition of any instance where dirt or other debris moves from the construction site to adjoining public or private property.
- D. The Contractor will hold the Owner harmless from any and all claims of any type whatsoever resulting from damages to adjoining public or private property, including reasonable attorney's

fees incurred to Owner. Further, if the Contractor fails to take necessary steps to promptly remove earth or debris which comes onto adjoining public or private property, the Owner may, but need not, remove such debris and deduct the cost thereof from amounts due the Contractor.

- E. The Contractor shall maintain storm sewer systems throughout construction and provide erosion control measures acceptable to protect against siltation and erosion or any adverse conditions resulting from storm water. Use silt fence and other means at all intakes and outfall structures and at all locations where erosion or siltation is anticipated or occurring; including drainage courses and swales.

3.7 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction:
 - 1. Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.
 - 2. Perform field density tests in accordance with ASTM D1556 (sand cone method), ASTM D2167 (rubber balloon method), or ASTM D6938 (nuclear method), as applicable.
 - 3. Paved Areas: Make at least one field density test of subgrade for each isolated floor slab or paved area.
 - 4. If, in the opinion of the Geotechnical Engineer, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

3.8 NATURAL AND ARTIFICIAL DRAINAGE

- A. If necessary, during the progress of the work, to interrupt the natural drainage of the surface water, Contractor shall provide approved temporary drainage facilities.
- B. If necessary to interrupt any field tile drains that might be encountered in this work, the Contractor shall restore or extend drains as necessary. Payment for this work will be on the basis of contract conditions relative to changes in work.

3.9 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Project Site: Remove excess soils, including unacceptable excavated material, from site to an approved location on the coordinate with owner.
- B. Remove from the Owner's Property waste materials, trash, debris, utility pipes, etc. to an approved legal waste site.

END OF SECTION 310000

SECTION 310516-AGGREGATES FOR EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes aggregate materials for fill, drainage, and grading purposes.
- B. Related Sections:
 - 1. Section 312300 – Excavation and Fill.
 - 2. Section 312333 - Trenching and Backfilling.

1.2 SUBMITTALS

- A. Section 013300 - Submittal Procedures.
- B. Samples: Submit, in air-tight containers, 50 lb. sample of each type of fill to testing laboratory.
- C. Materials Source: Submit name of imported materials suppliers.
- D. Test reports: Submit gradation test results for all furnished materials.

1.3 REFERENCES

- A. ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. Rammer and 12 inch Drop.
- C. ASTM D2487 - Classification of Soils for Engineering Purposes.
- D. ASTM D2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- E. ASTM D6938 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- F. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with MoDOT Standard Specifications, current edition.

PART 2 - PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

- A. Aggregate for Base Type 1 OR 5: MODOT Specification Section 1007
- B. Aggregate for Drainage Type Grade 1-4: MODOT Specification Section 1009
- C. Aggregate for Structural Systems: MODOT Specification Section 1010
- D. Washed Filter Stone Type A2: MODOT Specification Section 1009 Grade 2

2.2 FINE AGGREGATE MATERIALS

- A. Fine Aggregate Type A6 (Sand): Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter.

2.3 SOURCE QUALITY CONTROL

- A. Section 014529 - Testing and inspection services.
- B. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698. ASTM D6938. ASTM D4318. ASTM C136.
- C. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D698. ASTM D6938. ASTM D4318. ASTM C136.
- D. If tests indicate materials do not meet specified requirements, change material or material source and retest.
- E. Provide materials of each type from same source throughout the Work.

PART 3 - EXECUTION

3.1 STOCKPILING

- A. Stockpile materials on site at locations designated 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. Direct surface water away from stockpile site so as to prevent erosion or deterioration of materials.

3.2 STOCKPILE CLEANUP

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

END OF SECTION 310516

SECTION 311600-SITE PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Protecting existing plants and grass to remain
 2. Removing and disposing of existing trees, shrubs, plants, and grasses
 3. Clearing and grubbing
 4. Stripping and stockpiling topsoil
 5. Removing and disposing of above and below grade site structures and appurtenances
 6. Removing and disposing of pavements and sidewalks
 7. Disconnecting and capping or sealing site utilities
 8. Temporary traffic control measures
 9. Salvaging of specified materials for the Owner

1.2 MATERIAL OWNERSHIP

- A. Except indicated items to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from or when applicable incorporated into the Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Do not commence site clearing operations until Erosion Control Measures and any required Storm Water Pollution Prevention Plans (SWPPP) provisions are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 312300 "Excavation and Fill".
1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Provide to the Owner digital photography of existing site conditions prior to start of work including pavements to remain and which will be used during construction.
- D. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary and applicable permanent erosion and sedimentation control measures to per Section 312513 "Erosion Control" and the Storm Water Pollution Protection Plan (SWPPP), including but not limited to prevention of soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties, streets and walkways.
- B. Inspect, repair, and maintain and remove erosion and sedimentation control measures during construction until permanent vegetation has been established per the SWPPP.

3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.

3.4 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's/Architect's written permission.

- C. Utilities by Others: Coordinate with others installing utilities on site or relocating and adjusting utilities offsite for the project. Schedule and arrange for necessary tie-ins and connections.

3.5 CLEARING AND GRUBBING

- A. Clear the site by removing and disposing of all obstructions such as fences, walls, foundations, buildings, accumulations of rubbish of whatever nature, shrubs, bushes, saplings, grass, weeds, stumps and other vegetation to a depth of at least 12” below proposed ground surface or proposed subgrade, whichever is lower. Removed materials shall be properly disposed offsite.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
- C. Tree removal:
 - 1. October 1 through March 31: No restrictions on tree cutting.
 - 2. April 1 through September 30: Cut trees only after authorized by the Engineer and upon receiving a copy of the Determination of Effect indicating no affect to threatened or endangered species is expected within the work area.
 - 3. Cut off trees and stumps at the existing ground level. Remove stumps and roots as needed.
 - 4. Remove trees and stumps within 2 feet of the proposed structures and underground piping to a depth of not less than 12 inches below the base elevation of proposed structures or underground piping.
- D. Protection of persons and property:
 - 1. Barricade open depressions and holes occurring as part of this Work, and post warning lights on property adjacent to or with public access.
 - 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under this Section.
 - 4. Provide traffic control items in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), and the requirements of the governmental agency having jurisdiction, when work is being complete on or adjacent to public streets and/or Right-of-ways.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip and stockpile topsoil materials per Section 312300 “Excavation and Fill”.

3.7 SITE IMPROVEMENTS

- A. Remove existing above and below grade structures, foundations, pavements and improvements as indicated and as necessary to facilitate new construction.

- B. Pavements to be removed adjacent to pavement or structures to remain shall be saw cut to provide a uniform edge.
- C. Below grade structures to be removed shall be removed to a minimum of three (3) feet below proposed grade unless in conflict with proposed improvements which may require full removal and disposal.

3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Do not burn debris at the site.
- C. Do not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. Maintain documentation for three years.

END OF SECTION 311600

SECTION 312300-EXCAVATION AND FILL

PART 1 - GENERAL

1.1 SUMMARY

- A. Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein, and as needed to meet the requirements of the construction shown in the Contract Documents. Work includes topsoil stripping, topsoil stockpiling, excavation, preparation & compaction of subgrades for buildings, drives & walks, mass earthwork, topsoil respreading and erosion control.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Soils Report: A Soil Investigation report is attached for reference only.

1.2 QUALITY ASSURANCE

- A. Codes and Standards:
 - 1. Perform Field Quality Controls Testing as specified herein.
 - 2. Perform excavation and embankment work in compliance with applicable rules and regulations of DNR, MoDOT, and OSHA.
 - 3. Obtain any necessary permits for this section of work and pay any fees required for permits.
 - 4. The entire installation shall fully comply with all local and State laws and ordinances and with all established codes applicable thereto.
- B. Testing and Inspection:
 - 1. Cost of field and laboratory testing will be borne by the *Contractor*. Lab reports shall be simultaneously forwarded to the Owner, Contractor & Engineer.
 - 2. Contractor shall cooperate with testing laboratory and geotechnical engineer in coordination of compaction tests.

1.3 REFERENCES

- A. Standard Specifications for Highway Construction, 2022, Missouri Department of Transportation, herein noted as the Standard Specifications.
- B. ASTM D698 Test Methods for Moisture Density Relations of Soils and Soil Aggregate Mixtures, Using 5.5 lb. Rammer and 12 inch Drop.
- C. ASTM D1556 Test Method for Density of Soil in Place by the Sand Cone Method.
- D. ASTM D2487 Classification of Soils for Engineering Purposes.

- E. ASTM D6938 Test Method for Moisture Content of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).

1.4 CONSTRUCTION STAKING AND SURVEYS

- A. General: From lines and levels established by property survey, and as shown in relation to the work, Contractor to establish and maintain benchmarks, base lines, and other dependable markers to set lines and levels for the work.
- B. Owner Property Surveys: Owner reserves the rights to hire an independent Engineer to survey the site for compliance with the contract documents. The Contractor will be required to correct all work not in compliance with the plans and specifications.

1.5 JOB CONDITIONS

- A. Existing Utilities:
 - 1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during demolition operations.
 - 2. Underground utilities shown on the drawings have been taken from existing public records, Owner's records, and available as-built drawings and are indicated to the best of our knowledge and provided for information only.
 - 3. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities caused by Contractor's negligence to the satisfaction of utility owner at not cost to the Project Owner.
 - 4. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.
 - 5. Provide minimum of 48-hours notice to Owner and Engineer and receive written notice to proceed before interrupting any utility.
 - 6. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.
- B. Protection of Persons and Property:
 - 1. Barricade open excavations occurring as part of this work and post with warning lights.
 - 2. Operate warning lights as recommended by authorities having jurisdiction.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by demolition operations.
 - 4. Perform excavation within drip-line of large trees to remain by hand and protect root system from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with burlap. Paint root cuts of 1" diameter and larger with emulsified asphalt tree paint.
- C. Contract Limits:
 - 1. Contract limits are shown on the drawing:

- a. Contractor will maintain his construction operations within the contract limits.
- b. Disturbance or damage occurring outside of the contract limits as a result of the Contractor's operations will be repaired to the original condition at no expense to the Owner.

1.6 SUBMITTALS

- A. Samples: Submit, in air-tight containers, 50 lb. sample of each type of fill to testing laboratory.
- B. Materials Source: Submit name of imported materials source.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS/DEFINITIONS

- A. Satisfactory soil materials are defined as follows:
 1. Those complying with ASTM D2487 soil classification groups CL, GC, GW, CP, GM, ML, SC, SM, SW, and SP.
 2. Predominately granular or non-expansive soils, free from organic matter and deleterious substances, containing no rocks over 3" in greatest dimension and having a minimum Standard Proctor Density of not less than 100 lbs/cu ft.
 3. Material is subject to the approval of the A/E, and may be removed from onsite excavations or imported from off-site borrow areas.
 4. The upper 12" of fill or embankment shall not have rocks greater than 1" in dimension.
- B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups MG, CH, DH, OL, OH, PT, and any bedrock material.
- C. Fill Materials:
 1. The fill material type shall be cohesive, non-expansive soil having a "CL" or "CL-ML" classification in accordance with the Unified Soil Classification System and shall have a maximum laboratory dry density (100%) of 100 pounds per cubic foot or more as determined by ASTM D698 (Standard Proctor). Fill material placed beneath and within 10 feet structures or pavements shall have a liquid limit of less than 45% and a plasticity index of less than or equal to 25%
 2. No organic dark colored soils or plastic and potentially expansive soils, such as clay shale, are considered suitable engineered fill materials. Topsoil should be sorted and stockpiled for landscaping purposes.
 3. When fill material includes rock, the maximum rock size acceptable shall be three inches (3"). No large rocks shall be allowed to nest and all voids must be carefully filled with small stones or earth, properly compacted. No large rocks will be permitted within twelve inches (12") of the finished grade.

2.2 TOPSOIL

- A. Topsoil shall consist of friable, fertile soil of a loamy character. It shall be relatively free from large roots, sticks, weeds, brush, or stones larger than 25mm (1 inch) in diameter, or other litter

and waste products. At least 90 percent must pass the 2.00 mm (No. 10) sieve and the pH must be between 5.5 and 7.0.

- B. Obtain topsoil from sources within the project limits, or provide imported topsoil obtained from sources outside the project limits, or from both sources.
- C. Re-spread stripped topsoil to (6" *Coordinate with Geotech Report*) thick over all disturbed project areas designated as lawn/grass and to fill islands as shown. Use satisfactory soil materials meeting the requirements above.

2.3 GRANULAR FILL

- A. Material consisting of crushed stone reasonably well graded from 1" to no more than 20% passing the 200 sieve.
- B. Drainage Layers: Material consisting of clean crushed stone or gravel graded from 1" to no more than 5% passing the 200 sieve.

2.4 SOURCE QUALITY CONTROL

- A. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698. ASTM D2167. ASTM D6938.
- B. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698. ASTM D2167. ASTM D6938.
- C. If tests indicate materials do not meet specified requirements, change material and retest. Provide materials of each type from same source throughout the Work.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FINISH ELEVATIONS AND LINES

- A. Finish grading shall be to contours or elevations indicated on the drawings. Rocks and other debris unearthed during finish grading operations shall be removed from construction area and disposed of elsewhere.
- B. The Contractor shall provide field engineering services as required but not limited to:
 - 1. Establish and maintain lines and levels.
 - 2. Structural design of shores, forms, and similar items as part of his/her means and methods of construction.

3.3 PROCEDURES

A. Utilities:

1. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
2. If active lines are encountered and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Architect/Engineer (A/E) to secure instructions from the Owner or his/her onsite representative.
5. Do not proceed with permanent relocation of utilities until written instructions are received from the Owner or his/her onsite representative.

B. Protection of persons and property:

1. Furnish, install and maintain barricades, warning lights, and/or warning tape at open holes and depressions or other potential hazards occurring as part of this Work.
2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.
4. Provide traffic control items in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), and the requirements of the governmental agency having jurisdiction, when work is being complete on or adjacent to public streets and/or Right-of-ways.

C. Dewatering:

1. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.
2. Do not allow water to accumulate in excavations.
3. Remove all water, including rainwater, encountered during trench and substructure work to an approved location by pumps, drains, and other approved methods.
4. Keep excavations and site construction area free from water.

D. Storm Water Permit:

1. The project will result in disturbance of more than 1-acre of soil and will be covered under a blanket permit by the State:
 - a. The Contractor shall be responsible for developing and implementing storm water pollution prevention measures in accordance with good engineering practice, as shown on the plans and in compliance with state and local regulations.

3.4 CLEARING AND STRIPPING

- A. Clear the site by removing and disposing of all obstructions such as fences, walls, foundations, buildings, accumulations of rubbish of whatever nature, shrubs, bushes, saplings, grass, weeds, stumps and other vegetation to a depth of at least 12” below proposed ground surface or proposed subgrade, whichever is lower. Removed materials shall be properly disposed offsite.
- B. After the area is cleared, strip topsoil to the depth of maximum 8” in areas of proposed structures or pavements.
- C. Sufficient topsoil shall be stockpiled in an area clear of the proposed construction for placement to a depth of 4” in proposed areas of turf, plantings and to fill planters. Excess topsoil shall be removed offsite.
- D. Subgrade preparation (at building and paving excavation and fill sections):
 - 1. Scarify and proof roll or otherwise mechanically test subgrade in new paving areas and in building slab areas.
- E. Additional Excavation:
 - 1. Unsuitable areas will be undercut to a depth determined by the Geotechnical Engineer and replaced with suitable fill material compacted in accordance with fill compaction requirements specified herein.
 - 2. Unsuitable soils excavated as undercut will be removed from site.
 - 3. Rubble, debris, and rock excavated as undercut will be removed from the site and disposed of by the Contractor.
 - 4. Removal or reworking of unsuitable material and its replacement, as directed, will be paid for on basis of contract conditions relative to changes in the work.
- F. STOCKPILING
 - 1. Stockpile materials on site at locations designated by Owner.
 - 2. Stockpile in sufficient quantities to meet Project schedule and requirements.
 - 3. Separate differing materials with dividers or stockpile apart to prevent mixing.
 - 4. Prevent intermixing of soil types or contamination.
 - 5. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
 - 6. Material shall be stockpiled on impervious material and covered over with same material, until disposal.

3.5 EXCAVATING

- A. Perform excavation within the project limits to the lines, grades, and elevations indicated and specified herein. Excavation is unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
- B. Excavated Materials:
 - 1. Satisfactory materials shall be used for fill or embankments within the project limits.
 - 2. Unsatisfactory materials shall be excavated to a depth below grade sufficient to provide a suitable subgrade support and backfill and compact with satisfactory materials.

- C. Surplus materials:
 - 1. Dispose of unsatisfactory excavated materials, and surplus excavated material, offsite at disposal areas arranged and paid for by the Contractor.
- D. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.
- E. Unauthorized Excavation:
 - 1. Consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Geotechnical Engineer.
 - 2. Unauthorized excavation, as well as remedial work directed by Geotechnical Engineer shall be at Contractor's expense.
 - 3. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Geotechnical Engineer.
- F. Off-site Borrow:
 - 1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the project from borrow areas selected and paid for by the Contractor and approved by the Owner or his/her representative. The Contractor shall obtain written agreements from the property owners for the removal of the materials.
- G. Stability of Excavations:
 - 1. Perform excavations and trenches in accordance with OSHA excavating and trenching rules and regulations.
 - 2. Slope sides or shore and brace where sloping is not possible because of space restrictions of stability of the materials being excavated.
 - 3. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- H. Excavating for Structures:
 - 1. Excavate to elevations and dimensions shown within a tolerance of 0.05ft. and extending a sufficient distance from footings and foundations to permit placing and removing concrete formwork, installation of services and for inspection.
 - 2. Excavation for footings and foundations shall not disturb the bottom of the excavation:
 - a. Excavate and trim with hand tools as necessary to final grade just before concrete is placed.
- I. Excavating for pavements:
 - 1. Excavate subgrade under pavements to within 0.05 ft of the proposed subgrade.
 - 2. Prepare subgrade as specified herein.
- J. Cold weather protection:
 - 1. Protect excavation surfaces from freezing when an atmospheric temperature is less than 35 degrees F.

3.6 FILLING AND BACKFILLING

- A. Backfill excavations as promptly as progress of the Work permits, but not until:
1. Acceptance of construction below finish grade.
 2. Concrete formwork is removed.
 3. Shoring and bracing are removed, and voids have been backfilled with satisfactory materials.
 4. Trash and debris have been removed.
- B. Ground surface preparation:
1. Remove vegetation, topsoil, obstructions, and deleterious materials from the ground surface prior to placement of embankment per Section 3.4.
 2. Disk area to a depth of 8", unless sand or aggregate. Proof roll and prepare the surface per Section 3.8. Unsuitable material or material not achieving the specified density and moisture requirements after three consecutive good drying days of moisture conditioning and compaction, consisting of at least two processing's utilizing discs or tillers, shall be removed and/or replaced, or shall be further treated per instructions of the soils engineer. Additional work required after the three day conditioning period to stabilize the material, when approved in writing by the Owner or his/her representative, shall be performed in accordance with Article 10 of the General Conditions.
- C. Placing and compacting:
1. Place backfill and fill materials in layers not more than 6" in loose depth, unless otherwise approved by the A/E.
 2. Before compacting, moisten or aerate each layer as necessary to provide the specified moisture content.
 3. Compact each layer to required percentage of maximum density for the area.
 4. Do not place backfill or fill material on surfaces that are muddy, frozen, or containing frost or ice.
 5. Place backfill and fill materials evenly adjacent to structures, to required elevations.
 6. Prevent wedging action of backfill against structures by carrying the material uniformly around the structures to approximately the same elevation in each lift.
 7. The building embankment shall be constructed at minimum 5 feet beyond the proposed building line and pending approval of the compacted fill, shall be cut back at a 1:1 slope extending from the top of the proposed footing to 4 feet inside the building wall.
 8. Placement of granular drainage material beneath the floor slab will be completed by the Building Contractor.

3.7 GRADING

- A. General:
1. Uniformly grade the areas within project limits under this Section, including adjacent transition areas.
 2. Finished surfaces within specified tolerance.
 3. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
 4. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8'-0", unless adjacent construction

will not permit such a transition, or if such a transition defeats positive control of drainage.

B. Grading inside building lines:

1. Provide drainage away from structures during construction of the embankments to prevent ponding.
2. Finish surface within 0.05 foot of the proposed subbase elevation.

C. Grading outside building lines:

1. Provide drainage in areas adjacent to buildings away from the structures, and to prevent ponding.
2. Finish areas under walks and pavements to within 0.05 ft above or below the required subgrade elevation.

3.8 COMPACTING

A. Control material compaction during construction to provide the minimum Standard Proctor Density (SPD) specified, within moisture requirements, for each area as determined according to (ASTM D 698).

B. Place fill in 6"-8" uniform lifts.

C. Provide not less than the following minimum densities for layer or lift of material placed:

Standard Proctor (ASTM D698)		
Construction Type	Cohesive Soils	Cohesionless Soils
Building, foundation, walls, roadway, parking lot, and critical backfill area beneath same; e.g., trenches.	97%	98%
Backfill adjacent to structures not supporting other structures – minor subsidence possible.	90%	93%
Lawn areas. Non-critical areas – moderate subsidence possible.	85%	88%

D. Moisture Control and Soils Content:

1. Moisture content for compaction purposes shall be within the range of 1% below to 4% above optimum moisture as established by ASTM D698.
2. Existing ground surface or embankment layer of material if necessary shall be moisture-conditioned before compacting by:
 - a. For material below specified moisture parameters, uniformly apply water to surface of the material and incorporate with a disk or tiller in a manner to prevent

free water from appearing on the surface during or subsequent compaction operations.

- b. For material above the specified moisture parameters, air dry with disks and tillers.
 - c. 4. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density. at the Contractor's expense.
- 3. Process material to provide uniform moisture and clod reduction throughout.
 - 4. Unsuitable material removed due to high moisture may be spread and allowed to dry until suitable.
- E. Proof roll:
- 1. Prior to placement of granular subbase material on building and pavement areas, the subgrade shall be "proof rolled" with a pneumatic-tired, a three-wheel, or a tandem roller. The rollers shall weigh from 6 to 10 ton and develop not less than 200 pounds or more than 325 pounds per square inch of roller or tire surface. Any areas of significant deflection shall be removed and recompacted until stable.

3.9 EROSION PROTECTION

- A. The Contractor shall comply with soil erosion control requirements of the Missouri DNR and the local ordinances. The Contractor shall take all necessary measurements to protect against erosion and dust pollution on this project site and all off-site borrow or deposit areas, during performance or as a result of performance.
- B. The Contractor shall take all steps necessary to protect adjoining property, including public sanitary and storm drainage systems and streets, from any damage resulting from the movement of earth or other debris thereto from the site; and such steps as are necessary to prevent the accumulation of earth or debris on adjoining public or private property from the construction site. The Contractor shall take into consideration all factors which might cause the movement of earth or debris from the construction site onto any adjoining public or private property.
- C. The Contractor shall take immediate corrective action should damage occur to adjoining public or private property (including sanitary or storm drainage systems and streets). The Contractor shall take immediate corrective action to remove any debris should any earth or other debris move from the construction site to adjoining public or private property. Further, the Contractor shall take steps required to prevent the repetition of any instance where dirt or other debris moves from the construction site to adjoining public or private property.
- D. The Contractor will hold the Owner harmless from any and all claims of any type whatsoever resulting from damages to adjoining public or private property, including reasonable attorney's fees incurred to Owner. Further, if the Contractor fails to take necessary steps to promptly remove earth or debris which comes onto adjoining public or private property, the Owner may, but need not, remove such debris and deduct the cost thereof from amounts due the Contractor.
- E. The Contractor shall maintain storm sewer systems throughout construction and provide erosion control measures acceptable to protect against siltation and erosion or any adverse conditions resulting from storm water. Use silt fence and other means at all intakes and outfall structures and at all locations where erosion or siltation is anticipated or occurring; including drainage courses and swales.

3.10 FIELD QUALITY CONTROL

- A. The Contractor shall provide testing services of a soils engineer and/or independent laboratory approved by the Owner.
- B. Upon completion of each test and/or inspection, promptly distribute copies of test or inspection reports to the A/E.
- C. Testing Requirements:
 - 1. Pentrometer Tests:
 - a. 1 per each spread footing.
 - b. 1 per 25' of lineal footing.
 - 2. Standard Proctor Density/Moisture (ASTM D 698):
 - a. 1 per the insitu fill material.
 - b. 1 per each source of offsite fill material.
 - 3. Field density/moisture tests (ASTM D6938):
 - a. Paved Areas: 1 per 5000 sq ft per 8" lift.
 - b. Building Area: 1 per 2500 sq ft per 8" lift.
 - 4. Liquid Limit and Plasticity Index
 - a. Building Area: 1 per each source of offsite fill material.

3.11 NATURAL AND ARTIFICIAL DRAINAGE

- A. If necessary, during the progress of the work, to interrupt the natural drainage of the surface water, Contractor shall provide approved temporary drainage facilities.
- B. If necessary to interrupt any field tile drains that might be encountered in this work, the Contractor shall restore or extend drains as necessary.

3.12 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Project Site: Remove excess soils, including unacceptable excavated material, from site to an approved location or the spoil material may be placed within the Owner's designated spoil material site shown at the end of this specification. Spoil placed on the Owner's spoil material site shall be evenly graded and seeded per Section 329219 Seeding.
- B. Remove from the Owner's Property waste materials, trash, debris, utility pipes, etc. to an approved legal waste site.

3.13 MAINTENANCE

- A. Protection of newly graded areas:

1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds;
 2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

3.14 CERTIFICATION

- A. Upon completion of this portion of the work, and as a condition of its acceptance, deliver to the Owner or his/her site representative a written report from the independent soils engineer or testing laboratory certifying that the compaction requirements have been obtained. Include in the report the soil classification, standard proctor density, optimum moisture content and plasticity index of the onsite and borrow materials used in the areas of embankment,

END OF SECTION 312300

SECTION 312333-TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.1 SUMMARY

- A. Trench, backfill, compact, as specified herein, and as needed for installation of underground utilities associated with the work.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Bedding Materials:
 - 1. Aggregate materials consisting of sands stone screenings, crushed stone, pit run gravel, washed gravel.
- B. Fill and backfill materials:
 - 1. General: Soil materials removed from excavations or imported from off-site borrow areas free from organic matter and deleterious substances, and containing no rocks, stone or broken concrete over 4" in greatest dimension. No rocks larger than 1" diameter shall be permitted in the upper 12" of fill.
 - 2. Non-expansive Soils: Soil or granular materials free from organic matter and deleterious substances having a Standard Proctor Density greater than 100 pcf and a plastic limit less than 22.
 - 3. Structural Fill: Cohesionless granular materials free from organic material and other foreign matter, complying with the requirements of the Section the work is being performed.
 - 4. Granular Materials: base is called for under building slabs; provide aggregate complying with requirements of Section 312300 of these Specifications.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FINISH ELEVATIONS AND LINES

- A. Finish grading shall be bladed off to contours or elevations indicated on the drawings. Rocks and other debris unearthed during finish grading operations shall be removed from immediate construction area and disposed of elsewhere on site as approved by Owner and Engineer/Architect.
- B. Final disking, harrowing, raking etc. and other preparations for seeding, sod or landscaping will be by others.

3.3 PROCEDURES

- A. Utilities:
 - 1. The determination of the exact location of all existing facilities, and all other pipes, services and structures, and their proper protection, support and maintenance during all construction operations, is the expressed responsibility of the Contractor in the performance of his contract. Contractors are advised to secure any additional information, relative to the underground utility lines, by consulting with proper private and public officials, under whose jurisdiction the maintenance and operation of the utility lines lie, and/or by field investigations at his own expense.
 - 2. Wherever underground utilities are disturbed or damaged as a result of the construction work proposed herein and such utilities can be replaced at their original locations and grades with all costs in connection with such replacement work to be borne by the Contractor and no separate or extra payment will be made therefore.
- B. Protection of persons and property:
 - 1. Barricade open holes and depressions occurring as part of this Work.
 - 2. Consult with Owner during construction for any additional safety precautions.
- C. Dewatering:
 - 1. Remove all water, including rain water, encountered during trench and substructure work to an approved location by pumps, drains, and other approved methods.
 - 2. Keep excavations and site construction area free from water.

3.4 EXCAVATING

- A. Perform excavating within the limits of the Work to the lines, grades, and elevations indicated and specified herein.

- B. Surplus materials:
 - 1. Dispose of unsatisfactory excavated materials, and surplus excavated material.
- C. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.
- D. Excavation is unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

3.5 FILLING AND BACKFILLING

- A. Backfill excavations as promptly as progress of the Work permits, but not until:
 - 1. Acceptance of construction below finish grade.
 - 2. Concrete formwork is removed.
 - 3. Shoring and bracing are removed, and voids have been backfilled with satisfactory materials.
 - 4. Trash and debris have been removed.
- B. Ground surface preparation:
 - 1. Remove vegetation, topsoil, obstructions, and deleterious materials from the ground surface prior to placement of fills.
 - 2. When existing ground surface has a density less than that specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.
- C. Placing and compacting:
 - 1. Place backfill and fill materials in layers not more than 6" in loose depth.
 - 2. Aggregate backfill for crossings will be placed the full depth and width of trench in any place aggregate is present at surface level.
 - 3. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
 - 4. Compact each layer to required percentage of maximum density for the area.
 - 5. Do not place backfill or fill material on surfaces that are muddy, frozen, or containing frost or ice.
 - 6. Place backfill and fill materials evenly adjacent to structures, to required elevations.
 - 7. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structures to approximately the same elevation in each lift.

3.6 COMPACTING

- A. Control soil compaction during construction to provide the minimum percentage of density specified for each area as determined according to Standard Proctor Density (ASTM D 698).
- B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place.
 - 1. Backfill or fill under buildings or structures @ 98% of maximum density.

2. Backfill or fill under roadways on earth @ 98% of maximum density.
3. All other fill or backfill @ 90% of maximum density.
4. Compaction by jetting is not allowed.

C. Moisture control:

1. Where the backfill or layer of soil or aggregate material must be moisture-conditioned before compacting, uniformly apply water to the material or aerate to facilitate compacting operations.
2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
3. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the soils engineer/architect.

3.7 FIELD QUALITY CONTROL

- A. The Contractor shall provide testing services of a soil engineer and/or independent laboratory approved by the owner. Field density/moisture tests (ASTM D698):
1. Trench Backfill: 1 per 100 feet per lift.

3.8 MAINTENANCE

- A. Protection of newly graded areas:
1. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

END OF SECTION 312333

SECTION 312513-EROSION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Furnishing, installing, maintaining, and removing all the measures necessary to prevent erosion in and around the construction area as shown on the Drawings and specified herein. The measures shall be maintained so the site will not experience further erosion of soil until the earthen areas are revegetated.
- B. 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.

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 shall be followed if the construction disturbs more than one (1) acre in accordance with the Missouri DNR General Permit Number MO-RA00000.
- B. Storm Water Pollution Prevention Plan (SWPPP): If required, 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.
- 1.4 **Sediment Removal:** Removal of accumulated sediment to restore the efficiency of sediment control features.
- 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.

1.5 REFERENCES

- A. Sections 611, 806, and 807 of the *Missouri Standard Specifications for Highway Construction*, 2018, English Version, Missouri Highway and Transportation Commission herein noted as the Standard Specifications.
- B. Section 312300 – Excavation and Fill.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Straw or hay bales securely bound with wire or string.
- B. Excelsior Blanket: Complying with Section 806 of the MoDOT Standard Specifications.
- C. Wattles:
 1. Netting: Open weave, degradable netting. Nominal diameter of 9 inches, or as specified.
 2. Fill Material: Straw, wood excelsior, coir, or other natural materials approved by the Engineer.
 3. Stakes: 1 inch by 1 inch (minimum) wooden stakes, or stakes of equivalent strength
- D. Rock Lining: Section 609.60 Rock Ditch Liner, Type 2.

- E. Temporary slope drains: Stone, concrete or asphalt gutters, half-round pipe, metal pipe, plastic pipe or flexible rubber pipe.
- F. Ditch Checks:
 - 1. Rock ditch checks: 2" to 3" clean gravel or limestone.
 - 2. Straw bale ditch checks: Rectangular wheat straw bales in good condition.
 - 3. Wattle ditch checks: Geotextile meeting the requirements of this specification.
- G. Pipe: Corrugated metal (14 Ga.)
- H. 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.
- I. The Contractor shall furnish a manufacturer's certification, stating the material conforms to the requirements of these specifications.
- J. The certification shall include, or have attached, typical results of tests for the specified properties, representative of the materials supplied.
- K. 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.
- F. 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.
- 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.

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 **TEMPORARY SEEDING AND MULCHING**

A. General

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

B. Construction Requirements:

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

3.10 **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.

3.11 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.

3.12 WATTLES

A. Installation:

1. Construct a shallow trench, 2 to 4 inches deep, matching the width and contour of the wattle.
2. Install wattle along contour of slope.
3. Turn ends of wattle uphill to prevent water from flowing around ends.
4. Place and compact excavated soil against the wattle, on the uphill side.
5. Drive stakes through the center of the wattle, into the ground at a maximum spacing of 4 feet along the length of the wattle, and as needed to secure the wattle and prevent movement.
6. Abut ends of adjacent wattles tightly. Wrap joint with a 36 inch wide section of silt fence and secure with stakes.

B. Maintenance:

1. When accumulated sediment reaches a level one-half the height of the wattle, or when the wattle becomes clogged with sediment and no longer allows runoff to flow through, remove the wattle as described above, and replace according to the installation instructions above.

C. Removal:

1. When specified in the contract documents, or as directed by the Engineer, remove the wattle upon completion of the project, and after final stabilization is achieved; or as indicated in the SWPPP, if applicable.
2. Completely remove the wattle netting, filler material, and stakes.
3. Spread the accumulated sediment to match finished grade and to ensure proper drainage.

4. When allowed by the Engineer, the wattle netting may be sliced open and the filler material spread out over the ground. Removal of netting and stakes and spreading of sediment is still required.

3.13 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 312513

SECTION 329219 - SEEDING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. This part of the Specification includes all labor, materials, equipment and supervision required for Seeding.
 - 2. This section includes the specifications for seedbed preparation; fertilization; seeding; and mulching.

1.2 SUBMITTALS

- A. Manufacturers or vendor's certified analysis of fertilizer.
- B. Seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentages by weight, and percentages of purity, germination, and weed seed for each grass seed species.
- C. Planting Schedule: Proposed seeding schedule, indicating dates for seeding work during normal seasons. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.
- D. Normal seasons for this work are as follows:
 - 1. Spring: March 1 - May 31.
 - 2. Fall: August 10 - September 30.
- E. Furnish detailed written recommended maintenance program to the Owner with a copy to the Owner's Representative, prior to final inspection of the seeding.

1.3 QUALITY ASSURANCE

- A. Subcontract seeding to a single firm specializing in seeding as specified.
- B. Source Quality Control:
 - 1. Ship seeding materials with certificates of inspection required by governing authorities.
 - 2. Comply with regulations applicable to seeding materials.
 - 3. Do not make substitutions. If specified material is not obtainable, submit proof of non-availability to Owner's Representative, together with proposal for use of equivalent material.
 - 4. Analysis and Standards: Package standard products with manufacturers certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. If seed is mixed prior to delivery on site, it shall be tagged showing a guaranteed statement of composition of mixture and percentage of purity and germination of each variety.
- B. If seed is to be mixed at the site, it shall be delivered in original containers bearing producers certification of germination and purity.
- C. Tags shall show producers or dealers Missouri Permit Number and date of testing; test date shall be no more than 90 days previous to time of use.
- D. Fertilizers shall conform to State of Missouri laws and regulations. If delivered in bulk, bills of lading or other labels shall be furnished to the Landscape Architect or labels indicating analysis and weight information from each container shall be preserved and furnished to the Owner's Representative within twenty-four (24) hours of application.
- E. Handling of materials as recommended by manufacturer.
- F. Store all packaged materials off ground and protect from moisture and rodents.
- G. Storage of all materials in locations designated and approved by Owner's Representative.

1.5 JOB CONDITIONS

- A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required.
- B. Grade Stakes: Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- C. Protect existing irrigation system, structures, utilities, sidewalks, pavements, and other facilities during seeding operations. Repair any damage at no cost to the Owner.

1.6 SEQUENCING & SCHEDULING

- A. Planting Time: Proceed with, and complete seeding as rapidly as portions of site become available, working within seasonal limitations for each kind of seed required.
- B. Chronological procedure for seeding is to remove any existing vegetation, disc, fertilize, prepare the seedbed, seed, and then mulch.
- C. Schedule seeding work to occur as roadway work progresses. Identify areas ready for seeding and obtain approval of Landscape Architect to proceed. As areas of seeding are completed, proceed in accordance with paragraph 3.06 INSPECTION AND ACCEPTANCE.

1.7 SPECIAL PROJECT WARRANTY

- A. Warranty lawns to provide specified germination and seed emergence.

PART 2 - PRODUCTS

2.1 FERTILIZER

- A. Grade: Commercial grade conforming to current requirements of the Missouri Department of Agriculture, uniform in composition, liquid or dry and free flowing.
- B. Formulation: 8:32:16, or plant food ratio of 1:4:2.

2.2 SEEDING MATERIALS

- A. Grass Seed: Provide fresh, clean, new-crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America.
- B. Seed: mix consisting of the following grass species:
 - 1. Annual Grass Cover, Virginia or Canada Wild Rye for Perennial cover response
 - 2. Fall Followup: native warm season grasses collected at or by the park.
- C. Each seed mix bag shall bear supplier's "blue tag" certification.

2.3 STRAW MULCH

- A. If Hydro seeding is not performed, provide clean, weed free threshed straw of wheat, rye, or oats. Straw harvested after killing frost or during dormant periods as well as discolored, weathered, rotted, brittle, moldy, or caked materials is unacceptable.
- B. Fifty percent (50%) of fiber of each straw bale shall be ten inches (10") or longer.

PART 3 - EXECUTION

3.1 EQUIPMENT

- A. Cultipacker: Use a pull-type cultipacker with individual rollers or wheels. The cultipacker must produce a corrugated surface on the area being compacted. Operate the cultipacker separately from all other operations, and do not attach the cultipacker to the seeder or disk, unless combined cultipacker seeder is manufactured for such use is utilized.
- B. Disk: When preparing a seedbed on ground having heavy vegetation, use a disk with cutaway blades. Use weights or other provisions to obtain proper cutting depth.
- C. Drop Seeder: Use one piece of equipment containing pulverizer rollers in front of the seed tubes, ground driven seed meters, maximum seed tube spacing of 3 inches delivering seed between the pulverizer rollers and packer wheels, and packer wheels that press and firmly pack seed into the soil.
- D. Endgate Cyclone Seeders: Endgate cyclone seeders must be suitably mounted. Movement must be provided by mechanical means. The seed drops through an adjustable flow regulator onto a rotating, power driven, horizontal disk or fan.

- E. Field Tiller: Tiller designed for the preparation of the seedbed as specified.
- F. Gravity Seeders: Gravity seeders must provide agitation of the seed, have an adjustable gate opening, and uniformly distribute seed on the prepared seedbed. Use a seed hopper equipped with baffle plates spaced no more than 2 feet apart. The baffle plates must extend from the agitator shaft to within approximately 2 inches of the top of the seed hopper. Wind guards are required to facilitate seeding when moderate wind conditions exist. Place wind guards in front or in back (or both) of the seed outlet and extend them to near the ground line.
- G. Hydraulic Seeder: Use hydraulic seeding equipment with a pump rated at no less than 100 gallons per minute. Inoculant, seed, and fertilizer may be applied in a single operation. The equipment must have a suitable working pressure and a nozzle adapted to the type of work. Supply tanks must have a means of agitation. Calibrate tanks and provide them with a calibration stick or other approved device to indicate the volume used or remaining in the tank.
- H. Mowers: Shall be rotary, flail, disk, or sickle type. Do not use mowers that bunch or windrow the mowed material.
- I. Mulch Anchoring Equipment: Equipment designed to anchor straw or hay mulch into soil by means of dull blades or disks. It shall have flat blades or disks, may have cutaway edges and must be spaced at approximately 8 inch intervals. The mulch anchoring equipment must be pulled by mechanical means and have sufficient weight to crimp the straw.
- J. Native Grass Seed Drill: Use a native grass seed drill designed to provide uniform distribution of native grass and wildflower seeds. Provide separate seed boxes to apply both small seeds as well as fluffy bearded seeds. If a no-till attachment is specified, use an attachment of the same manufacturer as the drill.
- K. Rotary Tiller: Equipment with rotary-type blades designed for the preparation of seedbed as specified.
- L. Slit Seeder: Use a gas, diesel or electric powered mechanical slit seeder that is capable of cutting vertical grooves a maximum of 1/4 inch deep into the soil with a maximum horizontal blade spacing of 3 inches, deposits metered seed directly after the formation of the vertical grooves, and contains packer wheels that press and firmly pack seed into the soil.
- M. Straw Mulching Machine: Use a machine to uniformly apply mulch material over the desired area without excessive pulverization. Excessive pulverization is the general absence of straw longer than 6 inches after distribution.

3.2 SEEDBED PREPARATION

- A. Limit preparation of seedbed to areas that will be seeded immediately upon completion.
- B. Work areas accessible to field equipment to a depth of no less than 3 inches. Use mechanical rotary tillage equipment for the preparation of seedbed on earth shoulders, urban or raised medians, and rest areas. Prepare by hand areas inaccessible to field machinery, to a depth of no less than 2 inches. Where weed growth has developed extensively, they may be disked into the ground. If weed growth develops sufficiently to interfere with proper seedbed preparation, mow the weeds and remove them from the project at no additional cost to the Owner.
- C. Use crawler type or dual-wheeled tractors for seedbed preparation. Operate equipment in a manner to minimize displacement of soil and disturbance of the design grading. Harrow ridging

in excess of 4 inches due to operation of tillage equipment prior to rolling with the cultipacker. Roll the area with no less than one pass of the cultipacker prior to seeding.

- D. Shape and fine grade to remove rills or gullies, water pockets, undesirable vegetation, and irregularities to provide a smooth, firm, and even surface true to grade and cross-section. Prepare to a fine texture and without soil lumps. Till parallel to the contours.
- E. Smooth the seedbed with a cultivator-type tillage tool having a rake bar or a rock rake. Pick up and remove all debris, such as rocks, stones, concrete larger than 2 inches (1/2 inch maximum for lawn seeding), or roots and other objectionable material that will interfere with the seeding operation. A spring tooth cultivator may be used in lieu of a rock picker. Remove the rock by hand after each use of the cultivator; repeat the process until the soil is relatively free of rock.
- F. Choose equipment to minimize soil compaction. Operate equipment in a manner to minimize displacement of soil and disturbance of the design grading. Roll the area with at least one pass of the cultipacker. Remove ruts that develop during the sequence of operations before subsequent operations are performed. This must be completed just prior to seeding.

3.3 FERTILIZATION

- 3.4 A. Apply fertilizer immediately prior to seedbed preparation. Incorporate the fertilizer into the top 2 to 3 inches of topsoil during the seedbed preparation. Equipment that results in ruts or excessive compaction will not be allowed.
- B. Do not apply fertilizer with native grass, wildflower, or wetland seeding.

3.5 CONVENTIONAL SEEDING

- A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.
- B. Use methods and procedures consistent with equipment manufacturer's recommendations; however, do not operate ground-driven equipment at speeds greater than 10 mph.
- C. On all areas accessible to machinery, sow seed with a gravity seeder, endgate cyclone seeder, or seed drill. Each application of seed shall overlap the previous application by one-half (1/2) the application width to insure double coverage.
- D. On areas inaccessible to field machinery, the use of hand-operated cyclone seeders will be allowed, but no other hand-seeding methods will be accepted.
- E. All seeded areas will have one pass with a roller or cultipacker to firm the soil.
- F. Sow seed mix at the rate of 8-10 lbs. per 1000 sq. ft.

3.6 HYDRAULIC SEEDING

- A. Order of Operations:
 - 1. Seedbed Preparation
 - 2. Seed application, fertilizing and mulching

- B. Seedbed Preparation: Follow seedbed preparation for conventional seeding.
- C. Seed Application, Fertilizing and Mulching:
 - 1. Application Process:
 - a. Combination: Place all material, seed, fertilizer, mulch, and tackifier (if applicable) in hydraulic mulching equipment specifically manufactured for hydraulic seeding.
 - b. Separate: At the Contractor's option and at no additional cost to the Owner, the hydraulic seeding, fertilizing, and mulching may be undertaken separately. If operations are undertaken separately, complete fertilizing and mulching application within 24 hours of completing seeding work. Do not separate the applications if inclement weather is forecasted within 24 hours of the scheduled application period.
 - 2. Ensure the hydraulic equipment, pump, and application process do not damage or crack seeds.
 - 3. Mix materials with fresh potable water using a combination of both recirculation through the equipment's pump, and mechanical agitation to form a homogeneous slurry.
 - 4. Apply mixture within 1 hour after seed and fertilizer are placed in the hydraulic seeder.
 - 5. If necessary, dampen dry, dusty soil, to prevent balling of the material during application.
 - 6. Apply the slurry evenly over all specified areas at component material rates specified.
 - a. Wood Cellulose Mulch:
 - 1) Mulch: Minimum 3,000 lb./acre dry weight.
 - 2) Tackifier: Minimum 50 lb./acre.
 - b. Bonded Fiber Matrix: Minimum 3,000 lb./acre dry weight.
 - c. Mechanically bonded Fiber Matrix: Minimum 3,000 lb./acre dry weight.
 - 7. Provide documentation to ensure final application rate.

3.7 MULCHING

- A. Protect seeded areas against erosion by spreading specified mulch after completion of seeding operations.
- B. Spread uniformly to form a continuous blanket and apply at a rate of one and one half (1 1/2) tons per acre.
- C. Anchor mulch by crimping into the soil a minimum depth of two inches (2").
- D. Provide and install additional erosion control materials where shown on the drawings.

3.8 WATERING

- A. Provide water, equipment, transportation, water tanker, hoses, and sprinklers.
- B. Use enough water to keep the soil and mulch moist to a depth of 1 inch and ensure growth of the seed. For turfgrass seeding areas, sufficiently water to keep the soil moist for a minimum of 21 days. If natural rainfall is adequate to keep the soil and mulch moist, artificial watering may not be needed.

3.9 RE-SEEDING

- A. When all work related to seeding, fertilizing, and/or mulching has been completed on an area, and is washed out or damaged, re-seed, fertilize, and/or mulch the area as necessary at no additional cost to the Owner.
- B. The contractor shall be responsible for maintaining erosion control throughout construction.

3.10 CLEANUP AND PROTECTION

- A. All work related to clean up throughout the project and upon completion is the responsibility of the Contractor, at no additional cost to the Owner.
- B. Restore to proposed grade, reseed, and remulch all eroded and/or washed out areas which develop prior to acceptance of seed.
- C. During seeding work, keep pavements clean and work area in an orderly condition. Remove all excess materials, debris, and equipment upon completion of work.
- D. Repair any damage resulting from seeding operations.
- E. Upon completion of job, clean-up all debris, caused by work, and excess material and leave area within contract limits in a neat and clean condition. Remove hydraulic slurry and other excess debris related to seeding operations from buildings, landscaping, mulch, pavement, signs, sign posts, and any other areas not specified for application, at the end of each day.

3.11 ACCEPTANCE AND WARRANTY

- A. Guarantee in writing that all work has been completed as specified and provide the date that all activities were completed. Upon completion of the work and fulfillment of the requirements of this Section, notify the Owner's Representative in writing that the work is ready for final inspection.
- B. Request a definite date for final inspection.
- C. Notify the Owner's Representative five (5) days prior to the requested final inspection date.
- D. Acceptance will occur, provided seeded areas are in a live, healthy, growing, and well-established condition without eroded areas, bare spots, weeds, undesirable grasses, disease, or insects. Any areas having less than 90% coverage will not be accepted.
- E. Projects will be accepted no sooner than 60 days from the date that all activities were completed.
- F. Reseed and maintain all seeded lawn areas which do not meet the requirements of this Section at the time of final inspection. Reseeded areas will be accepted no sooner than 60 days from the date that reseeded occurred.
- G. Replacement work shall be as specified for original seeding.
- H. Replacement work shall be reinspected before acceptance.

END OF SECTION 329219

SECTION 330513-MANHOLES AND STRUCTURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Related Sections:
 - 1. Section 312300 – Excavation and Fill
 - 2. Section 312333 – Trenching and Backfilling

1.2 SUBMITTALS

- A. Section 013300 - Submittals
- B. Product Data: Submit manhole covers, component construction, features, configuration, and dimensions.

1.3 REFERENCES

- A. ASTM A48 - Gray Iron Castings.
- B. ASTM A536 - Ductile Iron Castings.
- C. ASTM C478 - Precast Reinforced Concrete Manhole Sections.
- D. ASTM C497 - Test Method for Concrete Pipe, Manhole Sections, or Tile.

1.4 DESIGN REQUIREMENTS

- A. Equivalent strength shall be based on structural design of reinforced concrete as outlined in ACI 318.
- B. Design of lifting devices for precast structures shall conform to ASTM C 913.
- C. Design of joints for precast structures shall conform to ASTM C 913. Joints shall be designed for leakage not to exceed 0.025 gallons per hour per foot of joint at 3 feet of head.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast manholes and drainage structures.

- B. Store precast concrete manholes and drainage structures to prevent damage to the Owner's property or other public or private property, and any property so damaged shall be repaired at the Contractor's expense.
- C. Clearly mark each precast structure by indentation or waterproof paint to indicate the date of manufacture, manufacturer and identifying symbols and/or numbers shown on the Contract Drawings to indicate its intended use.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Cold Weather Requirements: ACI 530.

PART 2 - PRODUCTS

2.1 MANHOLES, FRAMES, AND COVERS

- A. Manufacturers:
 - 1. Neenah Foundry Co.
 - 2. East Jordan Iron Works, Inc.
- B. Manhole Sections: Reinforced precast concrete In accordance with ASTM C478 with Butyl Joint Sealant in accordance with ASTM C990, AASHTO M198.

2.2 COMPONENTS

- A. Lid and Frame: ASTM A48, Class 35B Cast iron construction, machined flat bearing surface, removable lid, heavy duty load rating.
- B. Manhole Steps: Plastic coated steel equal to MA-1.

2.3 CONFIGURATION

- A. Shaft Construction: Concentric with eccentric cone top section; lipped male/female joints.
- B. Shape: Cylindrical.
- C. Clear Inside Dimensions: 48 inch diameter or as scheduled on the drawings.
- D. Design Depth: As indicated.
- E. Clear Lid Opening: As indicated.
- F. Pipe Entry: Provide openings as indicated.
- G. Steps: 12 inches wide, 16 inches on center vertically, set into manhole wall. As indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify items provided by other sections of Work are properly sized and located.
- B. Verify that built-in items are in proper location, and ready for roughing into Work.
- C. Verify excavation for manholes is correct.

3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe or required by other sections.
- B. Do not install structures under site conditions known to result in loads heavier than that for which the structure was designed.
- C. Inspect precast concrete structures immediately prior to placement in the excavation to verify that they are internally clean and free from damage. Remove damaged units from the construction site and replaced, at no additional cost to the Owner.

3.3 INSTALLATION

- A. Excavation and Backfill:
 - 1. Excavate for manholes and drainage structures in accordance with Section 312333 in the location and to depth shown. Provide clearance around the sidewalls of the structure as required for construction.
 - 2. If groundwater is encountered, prevent accumulation of water in excavations. Place manholes or drainage structures in a dry trench.
 - 3. Where the possibility exists of a watertight structure becoming buoyant in a flooded excavation, take necessary steps to avoid flotation of the structure.
- B. Place manhole sections plumb and level.
- C. Manholes and drainage structures shall be supported at proper grade and alignment on crushed stone bedding or other support system, as shown on the Contract Drawings.
- D. Backfill excavations for manholes and drainage structures in accordance with Section 312333.
- E. Grout base of shaft sections to achieve slope to exit piping. Trowel smooth. Contour as required.
- F. Set cover frames and covers level without tipping, to correct elevations.
- G. Coordinate with other sections of Work to provide correct size, shape, and location.

3.4 PRECAST CONCRETE MANHOLE AND DRAINAGE STRUCTURE INSTALLATION

- A. To ensure safety, lift precast structures at the lifting points designated by the manufacturer.

- B. When lowering manholes and drainage structures into the excavations and joining pipe to the units, take precautions to ensure that the interior of the pipeline and structure remains clean.
- C. Set precast structures so that they firmly and fully bear on crushed stone bedding, compacted in accordance with the provisions of Section 312333 or on other support system shown on the Contract Drawings.
- D. Assemble multi-section structures by lowering each section into the excavation. Lower, set level, and firmly position the base section before placing additional sections.
- E. Ensure joint integrity by removing all foreign materials from joint surfaces and verifying that sealing materials are placed properly. Avoid misalignment by using guide devices affixed to the lower section.
- F. Joint sealing materials shall be installed at the site. Use preformed butyl rubber rope sealant.
- G. Verify that manholes and drainage structures installed satisfy required alignment and grade.
- H. Remove knockouts or cut structure to receive piping so as not to create openings more than that required to receive pipe. Fill annular space with mortar.
- I. Cut pipe to finish flush with interior of structure.
- J. Shape inverts through manhole as shown on the Contract Drawings.

3.5 CASTINGS INSTALLATION

- A. Set frames on butyl rope sealant for sanitary manholes. Also seal between any precast rings installed.
- B. Set frame and cover 6 inches above finished grade for manholes and other structures with covers located within unpaved areas to allow the area to be graded away from the cover beginning 1 inch below the top surface of the frame.

3.6 FIELD QUALITY CONTROL

- A. Vertical Adjustment of Existing Manhole and Drainage Structures:
 - 1. Where required, adjust the top elevation of existing manholes and drainage structures to suit finished grades shown on the Contract Drawings.
 - 2. Reset existing frames, grates and covers, carefully removed, cleaned of all mortar fragments, to the required elevation in accordance with the requirements specified for installation of castings.

END OF SECTION 330513

SECTION 331618-EXCAVATION AND BACKFILLING FOR UNDERGROUND STORAGE TANKS

PART 1 - GENERAL

1.1 SUMMARY

- A. Work includes:
 - 1. Excavation for installation involving underground storage tanks associated piping, and electrical appurtenances.
 - 2. Backfilling for the installation of proposed tanks, piping, electrical appurtenances and for excavated areas.

1.2 SPECIAL PRECAUTIONS

- A. Utilities - Known existing utilities are indicated on the plans. The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, omission, or method of execution of work and no additional compensation will be allowed.

PART 2 - PRODUCTS

2.1 BACKFILL

- A. Type and/or section reference shall be to the Missouri Department of Transportation, "Standard Specification for Highway Construction, **2018** ."
- B. Proposed Tank Sites:
 - 1. Around and above all installations:
 - a. Coarse Aggregate:
 - 1) Type 1 – Traffic Areas
 - 2) Type 5 – Unpaved Areas

PART 3 - EXECUTION

3.1 EXCAVATION

- A. The Contractor shall remove and dispose of any pavements, unless otherwise specified, over the area of excavation needed for a safe and stable removal or installation. Excavated material shall remain on site until a determination from the State Fire Marshall's representative or the Engineer/Architect has been made as to whether the soil does or does not contain petroleum contaminates.

- B. The Contractor shall notify the Engineer/Architect if contaminated soil or water is found. The Owner will be responsible for contacting DNR within 24 hours after the discovery of the contaminated material.
 - 1. If determined free from contamination, the Engineer/Architect will take samples of the soil, and the excavated area can be backfilled. Material free from contamination, meeting the backfill specification, may be used for backfill. Otherwise, the material shall be properly disposed of by the Contractor.
- C. Material requiring removal outside the specified limits of excavation resulting from contaminated soils and/or unsuitable soils below the proposed or removed tank shall be considered additional excavation and shall be paid for in accordance with Article 10 of the General Conditions. The Engineer/Architect shall determine the quantity of additional excavation required, if any.
 - 1. If contaminated materials are removed, soil samples will be taken by the Engineer/Architect to be tested. Lab testing costs shall be paid for the by the Owner. Any contaminated material shall be stockpiled on site on 6 mil. polyethylene plastic sheets. Additional sheets shall be used to securely cover the material to protect it from erosion until it can be disposed.

3.2 BACKFILLING

- A. Proposed Tank Site:
 - 1. Prior to the tank installation the hole shall be free from water and unsuitable materials. A minimum 12-inch aggregate bedding layer shall be placed on the bottom and compacted prior to placement of the tank. The tank shall be level and 12 inches of backfill placed along the bottom of the tank by hand shoveling and tamping to ensure the tank is evenly supported. For cathodically protected steel tanks, the anode lead wire attachment shall be checked for damage before further backfilling and repaired, if necessary. For fiberglass tanks, the Contractor shall adhere to the manufacturer's recommended installation and backfilling procedures and the following. Successive maximum 8-inch lifts shall be placed and compacted up to subgrade elevation. The backfill shall be compacted to 90% standard proctor density.
 - 2. Damage to the tank, the protective coatings, associated piping and accessories during the backfill operation shall be repaired prior to continuing the backfilling operations.

END OF SECTION 331618

SECTION 333613- SEPTIC TANKS WITH EFFLUENT PUMPS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work covered by this specification shall consist of furnishing all labor, materials, and equipment necessary and performing all operations in connection with installation of a dosing tank and pump in accordance with the plans and/or as herein specified and low pressure pipe distribution system.
- B. The Contractor shall assume complete responsibility for all materials furnished and he shall replace, at his own expense, all such materials that are found to be defective or that have been damaged in handling.

1.2 GENERAL

- A. The Contractor shall furnish and install the complete system.
- B. All incidental work, as shown on the plans, including the excavation, grading, installation of the pump, installation of piping, installation of electrical, installation of septic/dosing tanks and needed equipment and all items pertaining there to shall be the responsibility of the contractor, unless specifically indicated otherwise by the owner and/or engineer.

1.3 MANUFACTURER REQUIREMENTS

- A. Shall provide the structural design and certification to the engineer for review. The design shall be in accordance with accepted engineering practice. Watertight fiberglass or concrete tanks of various capacities shall be installed at indicated location on plans.
- B. All tanks shall be structurally sound and watertight and shall be guaranteed in writing by the tank manufacturer for a period of two years from the date of final acceptance. Manufacturer's signed guarantee shall accompany bids. The tank guarantee/warranty shall be furnished at the time of submittal. The septic tank shall be capable of withstanding long-term hydrostatic loading, in addition to the soil loading, due to a water table maintained at ground surface.

1.4 EQUIPMENT SUPPLIER

- A. Shall have system responsibility and have had a minimum of five (5) successful installations in the past five (5) years (minimum 7,500 gallon installation.) Names and Addresses of contact person shall be submitted to Engineer with shop drawings submitted in accordance with General Conditions.

PART 2 - PRODUCTS

2.1 SEPTIC TANK/DOSING TANK

- A. The 7,500 gallon, two compartment septic tank shall have be of concrete or dual-walled hdpe construction. The effluent filters and inspection opening shall be as follows: It shall have 24-inch openings and risers. The tank shall be equipped with sanitary tees and inspection opening. Each gravity tank shall have an effluent filter installed in the outlet pipe of the tank. The effluent filter shall be 4" dia,

18" length and designed to fit into SCH 40 4" PVC pipe. The effluent filter shall fit tightly in the PVC pipe and have a tee handle attached. The mesh openings on the filter shall be of nominal 1/8" size. The tank shall be vented to atmospheric pressure, as the tank is not designed as a pressure vessel. The tank shall be capable of being buried in ground with 2 feet of overburden, and capable of supporting accessory equipment, such as inlet and outlet piping, and effluent filter chamber. Inlet plumbing shall include an inlet tee, which penetrates 18 inches into the liquid from the inlet flow line. The inlet plumbing shall allow for natural ventilation. All tanks shall be installed in strict accordance with the manufacturers recommended installation instructions.

2.2 RISERS

- A. A 24' diameter ribbed riser if the top of the tank will be greater than 18" below grade. Otherwise, a 12" PVC pipe riser with lid shall be required. The lid may be installed no more than 6" below grade. If a 24" diameter ribbed riser is required, it shall be ribbed PVC as manufactured or specified by Orenco Systems, Inc., or engineer approved equal. The material shall be PVC as per ASTM D-1784 and tested in accordance with AASHTO M304M-89. Risers shall be at least 12 inches high, shall have a minimum nominal 30 inches when used in a pumping application and shall be factory-equipped with the following:
 - 1. Electrical and Discharge Grommets:
 - a. When applicable, Neoprene grommets shall be installed by the manufacturer for discharge piping, vent piping, and/or the electrical conduit to assure a watertight seal. The grommet material must be EPDM synthetic rubber in accordance with MIL-STD-417, 60 durometer. The manufacturer of the access risers shall install the grommets at the factory.
 - 2. Adhesive
 - a. When bonding to concrete or fiberglass grooves, a two-part epoxy, one pint required per 24 inch diameter riser and one quart required for 30 inch diameter riser, model ADHP10 or ADHQ10, or equal shall be used.

2.3 LIDS

- A. One shall be furnished with each access riser. Lids shall be Orenco Systems, Inc., FL24g, or FL30g or engineer approved equal, as appropriate, fiberglass with green non-skid finish, and provided with urethane gasket, stainless steel bolts, and wrench. The riser and lid combination shall be able to support a 2500 lb. wheel load. (Note: this is not to imply that risers are intended for traffic areas.)

2.4 EFFLUENT FILTER

- A. Each tank shall have an effluent filter installed in the outlet pipe of the tank. The effluent filter shall be 4" dia, 18" length and designed to fit into sch 40 4" pipe. The effluent filter shall fit tightly in the pvc pipe and have a tee handle attached. The mesh openings on the filter shall be of nominal 1/8" size.

2.5 DOSING TANK ASSEMBLIES

- A. All pumping systems shall be supplied by a reputable manufacturer with at least five years of experience in supplying equipment for effluent sewers. References must be available on request from the engineer. Systems shall be Orenco Systems, Inc. High-Head Pumping Assemblies or engineer approved equal, composed of:

1. Risers and Lids- Same as 2.2 to 2.4, above
2. Screened Pump Vault-Orenco Systems, Inc. Model PVU-57, (exterior flow inducer) Biotube Pump Vault or engineer approved equal, installed in conformance with the engineer's plans. The filter shall have a minimum effective screen area of no less than 16.8 square feet. (Note: Commercial and multiple-user tanks may require a larger or duplex Biotube Pump Vault, the sizes of which must be individually determined and spelled out in the specifications.) The Biotube Pump Vault shall consist of a 12-inch diameter, 54 inch deep PVC vault with eight (8) 1-1/8 inch diameter holes evenly spaced around the perimeter, located appropriately to allow for maximum sludge and scum accumulation before requiring pumping (approximately 70% of minimum liquid level). Housed inside the PVC vault shall be the Biotube assembly consisting of 1/8-inch mesh polypropylene tubes. Attached to the vault is a 4 or 5 inch diameter flow inducer to accept the high-head effluent pump.
3. Discharge Hose and Valve Assembly- Orenco Systems, Inc. Model HV200BC, 2" inch diameter, 150 psi PVC ball valve, PVC flex hose with working pressure rating of 100 psi, Schedule 40 PVC pipe, and a 12 inch length of PVC flex hose with fittings to be installed outside the riser. When pumping downhill, include anti-siphon assembly (Model HVAS200). The discharge assembly shall be reduced to 1-1/4" immediately following to connect to the 1-1/4" PVC service line to the main.
4. Float Switch Assembly With three switch floats mounted on a PVC stem attached to the filter cartridge. The floats must be adjustable and must be removable without removing the pump vault. The high and low level alarms and on-off function shall be preset as shown in the engineer's plans. Each switch float shall be secured with a nylon strain relief bushing. The floats shall be UL-or CSA-listed and shall be rated for 5.0A @ 120VAC.
5. Effluent Pump- Must be approved for use in pump vault as described on the plans and specifications. The pump shall be 1/2 Hp, 115/230VAC, two-wire motor with 10 foot long extra heavy duty (SO) electrical cord with ground. Pump shall be capable of providing a flow rate of 55 gpm against a head of 14.1 feet. Pump shall be UL and /or CAS listed as an effluent pump. Pump shall be provided with a nonprorated five-year warranty. The pump discharge piping shall have a check valve and anti-siphon valve.
6. Electrical Splice Box shall be approved for wet locations, equipped with four electrical cord grips and a 3/4 inch outlet fitting. Also included shall be UL listed butt splice connector.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. Septic/Dosing Tank- The 7,500 gallon dual compartment tank shall be installed according to manufacturer's instructions. The tank shall be 7,500 gallon dual-compartment HDPE dual walled tank or concrete as manufactured by Hannibal Concrete Products, Inc, or engineer approved equal.
- B. Risers- Shall be required for access to internal vaults and access into the septic tanks for septage pumping only if the top of the tank is at least 18" below grade. All risers shall be constructed watertight. The risers shall be attached to the tanks such that a watertight seal is provided. Risers shall extend three inches (3") above original grade and dress fill material added to slope the ground away from the risers. Risers containing pumping assemblies or electrical splice boxes shall be a minimum of 24 inches in diameter or as otherwise specified on the prints and shall be of sufficient diameter to allow removal of internal vaults without removing splice boxes, etc. Risers shall be a minimum of 30 inches in nominal diameter when the bury depth is 36 inches or greater. All other risers shall be a minimum of 24 inches in nominal diameter and shall vary in height depending on the depth of bury on the various tanks. Adhesive required to attach the PVC or fiberglass risers to either fiberglass or ABS tank adapter shall be either a two-part epoxy, model MA 320 or equal, or a single component adhesive model ADH100 or equal.
- C. Pumps- Shall be installed in accordance with the manufacturer's recommendations, the engineer's plans, and all state and local regulations.

- D. Low Pressure Pipe Distribution Field-See plan sheets for construction details.
- E. Leak Testing- The Tanks shall be tested for leaks before being put into service. The Tanks shall be vacuum tested to verify structural integrity. Each tank shall be vacuum tested by the contractor at the site to 5 inches of mercury.

END OF SECTION 333613

**SECTION 334101
SANITARY SEWERAGE SYSTEM**

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide sanitary sewerage system including construction and installation of piping, manholes, and structures as specified herein, and conforming in all respects to the lines and grades shown on the Drawings, together with all specified or necessary accessories and appurtenances.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 013219.
- B. Product data: Within 15 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.4 PERMITS AND ENTRY UPON LANDS

- A. The Owner will obtain permits and/or easements for entering upon private lands, public streets, roads and highways, railroads, etc. to the limits and lines shown on the Plans for construction purposes. The Contractor shall confine his operations to the outlined areas and shall comply with all special instructions shown on the Plans or set forth in the Contract Documents.

1.5 UTILITIES

- A. Existing underground utilities are herein defined as consumer service connections, such as water, gas, sewer, electric, telephone, etc., and also culverts, sanitary sewers, storm sewers,

combined sewers, water mains, underground power lines, gas mains and the usual appurtenances thereto.

1. No attempt is made to indicate or show accurate location of all underground utilities in the line of, or crossing the proposed work. In general, wherever record information was available of locations and wherever field location was possible during surveys, the approximate position of utilities is shown on the Plans. These are primarily for the purpose of indicating the approximate position of the underground lines with respect to the proposed sewer lines.
2. The determination of the exact location of all existing facilities, and all other pipes, services and structures, and their proper protection, support and maintenance during all construction operations; it is the expressed responsibility of the Contractor in the performance of this contract. Contractors are advised to secure any additional information, relative to the underground utility lines, by consulting with proper private and public officials, under whose jurisdiction the maintenance and operation of the utility lines lie, and/or by field investigations at his own expense.
3. Wherever underground utilities are disturbed or damaged as a result of the construction work proposed herein and such utilities can be replaced at their original locations and grades, all costs in connection with such replacement work shall be borne by the Contractor and no separate or extra payment will be made therefore.
4. Where existing underground utilities are in actual contact with the new work, so that such utilities cannot be replaced as originally found prior to excavation, and where relocation and changes are required, then the work shall be replaced or relocated by "others" at no cost to the Contractor. The Contractor shall so coordinate his work as to allow a reasonable time for such replacement or relocation and in no event shall extra compensation be allowed for such coordination or any reasonable delay occasioned therefrom. Should it be found necessary or desirable by the Owner for the Contractor to perform the work of replacement or relocation, the Engineer/Architect will issue in writing a field order defining the extent of the additional work and instructing the Contractor to proceed with such construction. Compensation for such work shall be determined as set forth in the General Specifications, under "Extra, Additional, or Omitted Work - Payment."

1.6 TREES, SHRUBBERY, STRUCTURES AND ABOVE GROUND UTILITIES

- A. All trees, shrubbery, utility poles and the like in the line of work shall be protected and preserved except as shown on the Plans, unless permission of the Owner and approval of the Engineer/Architect are obtained for their removal. Construction operations may require hand trenching and tunneling under and adjacent to trees and poles, which are to be preserved.
 1. Private and/or public walls, steps, walks, drives, roads, roadbeds, fences or other structures except trees in the line of work shall be replaced to as good a condition as prior to the start of excavation.
 2. All grassed surface areas shall be replaced to a condition equal to that found prior to the start of work.
 3. Erosion control measures shall be in accordance with Missouri Department of Natural Resources standards and permit requirements.
 4. Existing structures and markers such as inlet castings, fire hydrants, highway and street signs, valve boxes, etc., that may be disturbed during the progress of the work, shall be

cleaned and reset in their original position in such a manner as may be required by the Engineer/Architect.

PART 2 - PRODUCTS

2.1 SEWER PIPE

- A. Vitrified Clay Pipe (ESVCP) conforming to ASTM C 700 (Extra Strength).
- B. Concrete Pipe, Reinforced (RCCP) conforming to ASTM C 76, Classes I, II, III, IV, or V.
- C. Ductile Iron Pipe (DIP) conforming to ANSI A-21.51 (AWWA C-151) Thickness designed per ANSI A 21.50 (AWWA C-150) tar (seal) coated and/or cement lined per ANSI A-21.4 (AWWA C-104).
- D. Polyvinyl Chloride (PVC) Pipe conforming to ASTM D 1784 "Rigid Poly (Vinyl Chloride) and Chlorinated Poly (Vinyl Chloride) Compounds" and ASTM D 2241 latest revisions. Minimum acceptable SDR shall be 26. Include the appropriate ASTM Designations and Cell Classification Numbers (12454-B or 12454-C) or other approved classifications).

2.2 JOINTS

- A. Extra Strength Vitrified Clay Pipe joints shall conform to ASTM C 425. Plain end VCP shall be with PVC bell material conforming to ASTM C 1784 and flexible gasket meeting ASTM C-425 specifications.
- B. Concrete Pipe joints shall be confined O-ring Type conform to the latest ASTM C 361.
- C. Ductile Iron Pipe shall have push-on or mechanical joints complying with the latest revision of ANSI/AWWA Specification C111/ A-21.11.
- D. PVC Pipe joints shall use flexible elastomeric seals per ASTM D 3212.

2.3 CONCRETE

- A. All concrete for manhole bottoms, special structures, and incidental items shall be as specified in Section 330513.

2.4 CASING PIPE

- A. Steel casing pipe of the diameter and thickness specified in the plans for Cathodically Protected Pipe or Non-Cathodically Protected pipe. Minimum yield strength of 35,000 psi.

2.5 SEAL PLUGS

- A. Seal plugs for all service lateral openings shall be air tight, as manufactured by Fernco Joint Sealer Co., Ferndale, Mich., or approved equal.

2.6 MANHOLE

- A. Manholes shall be precast reinforced concrete manhole sections and bases with rubber gasket joints complying with latest revisions of ASTM C 478. Diameter shall be 48" for sewer pipes 15" and smaller, and 60" for sewer pipes up to 36".
- B. Manhole steps shall be copolymer polypropylene plastic with steel reinforcement, (PS2-PF), or equal, and meet or exceed ASTM specifications D 2146 under Type 2 Grade 49108.
- C. Opening for sewer pipe connections shall be resilient connectors meeting the latest revisions of ASTM C923.
- D. Manholes shall be provided with cast iron frame and closed lids, (Neenah R-1015) or engineer approved equal when located within the roadbed or buried conditions. Use a Neenah R-1077-B Frame and Type B lid or engineer equal at other locations. All manhole lids shall be furnished with small pick holes.

2.7 BEDDING OR GRANULAR CRADLE

- A. Bedding or Granular cradle material shall comply with ASTM D2321, Class II, consisting of coarse sands and gravels with a maximum particle size of 20 mm (3/4in.), including various graded sands and gravels containing small percentages of fines, generally granular and non-cohesive.

2.8 SELECT GRANULAR BACKFILL

- A. Select Granular Backfill materials shall consist of sand, crushed stone, pit run or crushed gravel well graded within the following limits.

2.9 Marking Wire:

- A. Marking wire shall be a single #12 THW copper wire. Underground splices shall be 3M or other approved direct bury splice kits.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
- B. Field Measurements - Make necessary measurements in the field to assure precise fit of items in accordance with the approved design.

3.2 INSTALLATION - TRENCH EXCAVATION

- A. All excavation work for sewers, manholes, sewer structure and sewer appurtenances, as herein defined, includes the clearing of the site of the work, the loosening, loading, removal, transporting and disposing of all excavated materials, wet or dry, necessary to be removed and replaced (backfilling) for purposes of sewer construction. All excavation shall be unclassified unless otherwise specifically specified. The ground shall, in general, be excavated in open trenches unless otherwise shown on the Drawings to be bored and jacked and/or in tunnel.
- B. Trenches shall be excavated to the depth required for the bedding and foundations of the sewers and appurtenances shown on the Drawings and profiles; and, where conditions make it necessary, to such additional depths as may be directed in writing by the Engineer/Architect.
- C. Should the trench be excavated without written authority to a depth greater than that required by the said Drawings and profiles, the Contractor shall refill such excess excavation at his own expense, with crushed stone which shall be tamped until solid, with 2000 psi concrete, or as otherwise directed by the Engineer/Architect.
- D. Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unsuitable soil, unless other special construction methods are called for on the Drawings, all such unsuitable soil under the pipe and for the width of the trench shall be removed and replaced with well compacted bedding material, as may be directed in writing by the Engineer/Architect.
- E. Whenever excavation is made for installing sewer pipe across private property, the top soil disturbed by excavation operations shall be replaced as nearly as possible in its original position, and the whole area involved in the construction operations shall be left in a neat and presentable condition.
- F. The width of the trench at the top of the sewer pipes shall be as shown on the Drawings at Trench Detail. However, a greater width may be permitted by the Engineer/Architect, in writing, when it is necessary for the proper construction of the sewer according to the plan.
- G. In general, trenches shall be only of sufficient width to provide a free working space on each side of the sewer pipe according to the size of the pipe and the character of the ground as shown on the Drawings; but in every case there shall be sufficient space between the pipe and the side of the trench, not less than six (6) inches, to make it possible to thoroughly ram the bedding around the pipe and to secure proper tight joints.

- H. All surplus excavated material, debris and rubbish shall be removed from the site by the Contractor.
- I. When the Contractor constructs the trench with sloped sides or benched, backfilling for the full width of the excavation shall be as hereinbefore specified, except no additional compensation will be allowed for trench backfill material required outside the limits of the specified trench width.
- J. In general, the Contractor shall furnish suitable spoil areas, but the Engineer/Architect reserves the right to designate certain spoil areas, provided the haul distance shall not exceed one (1) mile.
- K. The Contractor must take full responsibility and the risk of meeting quicksand, hardpan, boulder clay, rubbish, unforeseen obstacles, underground conduits, railroad tracks, pavements, etc. No claim for any amount of money, beyond the contract price of the work, will be entertained or allowed on account of the character of the ground in which the trench or other excavations are made, except for removal of unsuitable sewer pipe foundation material as authorized by the Engineer/Architect.

3.3 LINE AND GRADE

- A. Reference points and bench marks for controlling lines and grades will be established by the Engineer/Architect. Such work shall consist of referenced locations of all points of intersection, or changes in direction or grade. Controlling grades shall consist of Bench Marks along the line of work approximately 400 to 800 feet apart. All additional horizontal and vertical measurements that will be required to complete the work, in addition to the controlling lines and grades, shall be made by the Contractor and at his sole responsibility. No compensation shall be paid the Contractor for the cost of any of the work or for delay occasioned by giving lines and grades or for inspection; but such cost shall be included in the prices specified for the appropriate items.

3.4 ROCK EXCAVATION AND BLASTING

- A. Wherever rock is encountered in the trench excavation, it shall be removed to a depth of six (6") inches below the sewer pipe as shown in detail on the Drawings.
- B. Extreme care shall be used wherever blasting is necessary for the removal of rock, large boulders, or other hard material. The Contractor shall conform his acts to and shall obey all rules and regulations for the protection of life and property that may be imposed by any public authorities or that may be made from time to time by the Engineer/Architect relative to the storing and handling of explosives and the loading and firing of blasts. Signals of danger shall be given before the firing of any blast and blasts shall not be fired until all persons in the vicinity are known to have reached positions out of danger there from.
- C. In case injury occurs to any portion of the work, or to the materials surrounding or supporting the same, through blasting, the Contractor, at his own expense, shall remove such injured work and shall rebuild the same and shall replace the material surrounding or supporting the same, or shall furnish such material and perform such work or repairs or replacements as the

Engineer/Architect may order. Any damage whatever to any existing structure due to blasting shall be promptly, completely, and satisfactorily repaired by the Contractor at his own expense.

3.5 SHEETING AND BRACING

- A. The Contractor shall furnish, install and maintain such sheeting, bracing, etc., as may be required to support the sides of the excavation and to prevent any movement which can in any way injure the sewers, diminish the necessary width of the excavation, or otherwise injure or delay the work or endanger adjacent pavements, buildings or other structures.
- B. For sheeting and bracing which is specifically shown upon the drawings, or ordered in writing by the Engineer/Architect, to be left in place, the Contractor shall receive payment, in accordance with the General Conditions.

3.6 PROTECTION AGAINST WATER

- A. The Contractor shall do all pumping and bailing, build all subdrains and drains, and do all other work necessary to keep the trench and sewer clear of groundwater, sewage, or storm water during the progress of the work. Where the excavation for its depth is in whole or in part in wet sand, or where conditions warrant it, in the judgment of the Engineer/Architect, the Contractor shall install a pumping system connected with well points so as to drain the water from the water-bearing strata effectively.
- B. When existing sewers and laterals have to be taken up or removed, the Contractor shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or catch basins, and he (she) shall take care of all sewage and storm water which will be received from these drains and sewers and discharge the same; and for this purpose he (she) shall provide and maintain at his own expense an efficient pumping plant and temporary outlets; and be prepared at all times to dispose of the water and sewage received from these temporary connections, until such time as the permanent connections shall be made by the Contractor in a careful and workmanlike manner.

3.7 PVC PIPE INSTALLATION AND FIELD TESTING

- A. Installation:
 - 1. Pipe shall be installed in full compliance with the Recommended Practice for "Underground Installation of Flexible Thermoplastic Sewer Pipe," ASTM Standard D 2321. In addition to the construction and testing procedures outlined in other sections of the specifications, the Contractor shall be required to install the pipe in such a manner so that the diametric deflection of the pipe shall not exceed 5% and the materials surrounding the pipe shall be compacted to the required Standard Proctor Densities outlined in D 2321. The area requiring compaction shall include the bed and sidefill material and also the material placed above the pipe for a distance of 6 inches over the top of the pipe. The Engineer/Architect may require up to 10 random compaction tests to be completed by an independent laboratory. If any of these tests indicate that the material has not been compacted to the required density, the Contractor shall recompact said material at no additional cost to the Owner, and the Engineer/Architect shall then have

the right to require additional compaction tests to insure that this or other material is compacted to the proper density without any additional cost to the Owner.

B. MARKING WIRE

1. A single #12 THW copper wire shall be buried with the PVC watermain. The wire shall be carefully placed and brought up to above ground surface at all valves, hydrants or other approved locations. All underground splices shall be made with 3M or other approved direct bury splice kits.

C. Pipe Handling:

1. Care shall be taken during the transporting of the pipe to ensure that the binding and tie down methods do not damage or deflect the pipe in any manner. Pipe bent, deflected or otherwise damaged during shipping shall be rejected.
2. Pipe stored on the job site shall be covered with canvas or other opaque material to protect it from the sun's rays. Air circulation shall be provided under the covering.
3. PVC pipe shall not be removed from the pallet and/or laid out along the ditch until the bedding material is in place and ready to receive pipe. Only enough pipe should be laid out for one days' work.

D. Laying Pipe:

1. Lateral displacement of the pipe shall be prevented during embedment operations. Pipe shall not be laid in water, or under unsuitable weather or trench conditions.
2. Pipe laying shall begin at the lowest elevation, with bell ends facing the direction of laying except when reverse laying is permitted by the Engineer/Architect. Pipe jointing and installation shall be specifically in accordance with the manufacturer's recommendations except as otherwise specified herein, for the type used.

E. Backfill:

1. Backfill shall be placed in accordance with paragraph 3.9 below.

3.8 BACKFILLING TRENCHES

A. General:

1. After sewers are laid and bedded in open cut, the trench shall be backfilled to the original ground surface. Unless otherwise ordered, the backfilling shall not be left unfinished for more than three hundred (300) feet behind the completed pipe work.
2. As soon as the pipe is tested, the entire width of the trench shall be backfilled with material, as shown on the Trench Detail, and for the Case as shown in the plan and profile.

B. Backfill:

1. Type 1:
 - a. In this case backfill, from the center line of the pipe to the surface shall be made by any acceptable method, which will not dislodge or damage the pipe or cause

bridging action in the trench. Only selected excavation material, free from clods or stones, shall be used in backfilling up to 6" above the top of the pipe.

- b. All trench backfill shall be compacted by jetting and watersoaking in the manner described below. The trench compaction shall be started at the point of lowest elevation of the trench and work up along the trench. Jetting and watersoaking shall not begin until the trench has been backfilled to within six (6) inches of the finished surface.
- c. The holes through which water is injected into the backfill shall be centered over the trench backfill and at longitudinal intervals of not more than six (6) feet. Additional holes shall be provided if deemed necessary by the Engineer/Architect to secure adequate settlement. All holes shall be jetted and shall be carried to a point one (1) foot above the top of the pipe. Drilling the holes by means of augers or other mechanical means will not be permitted. Care shall be taken in jetting so to prevent contact with, or other disturbance of the pipe.
- d. The water shall be injected at a pressure and rate just sufficient to sink the holes at a moderate rate. After a hole has been jetted to the required depth, the water shall continue to be injected until it begins to overflow the surface. The Contractor shall, at his own expense, bore test holes at such locations as the Engineer/Architect may designate in order to determine the effectiveness of the water soaking. An approved soil auger shall be used for boring test holes. As soon as the jetting and watersoaking has been completed, all holes shall be filled with soil and compacted. Surface depressions resulting from backfill subsidence caused by jetting and watersoaking shall be filled and recompact by tamping or rolling to the satisfaction of the Engineer/Architect. The location where Type 1 is required shall be indicated on the Drawings.

2. Type 2:

- a. This case applies to those areas where, in the opinion of the Engineer/Architect, due to the nature of the soil or other factors, the use of jetting or watersoaking for compaction of the trench will not give satisfactory results. In this case, backfill material above the granular cradle to a point twelve (12) inches above the top of the pipe shall be placed in layers of six (6) inches thickness, loose measure, and each layer firmly compacted by ramming or tamping with tools approved by the Engineer/Architect in such manner as not to disturb or injure the pipe. The balance of the backfill material shall be placed in uniform layers of twelve (12) inches thickness, loose measure, and each layer shall be compacted by ramming or tamping with tools approved by the Engineer/Architect. All compaction under this case shall be not less than 80% optimum, modified proctor, for the soil. The location where Type 2 is required shall be indicated on the Drawings. Acceptable selected granular backfill material shall be ¾" clean rock or compacted CA-6.

3. Type 3:

- a. This case applies to those areas where watermains, pipe sewers, or other conduits are crossing open areas where early settlement is not critical. In this case, backfill, from the center line of the pipe to the surface, shall be made by any acceptable method, which will not dislodge or damage the pipe or cause bridging action in the trench. Only selected excavated material free from clods or stones shall be used in backfilling up to six (6) inches above the top of the pipe. Water-soaking or other

methods of trench settlement will not be required in this case. Excess material shall be neatly rounded over the top of the trench as directed by the Engineer/Architect to allow for settlement of the trench. In final clean-up operations, the Contractor shall reshape the surface to level out any uneven settlement that has occurred. The location where Type 3 is required shall be indicated on the Drawings.

3.9 MANHOLE CONSTRUCTION

A. General:

1. Manholes shall be constructed at the locations, to the depths, and of the materials, shown on the Drawings. Backfill shall be as shown on the Drawings and shall be compacted as specified for the sewer pipe backfill.
2. Concrete bottoms shall be carefully shaped to channelize and direct the sewage flow, as shown on the manhole detail on the Drawings.
3. All unused holes in the precast concrete rings shall be closed with concrete plugs and sewer joint compound.
4. Where the flow line grade of an incoming sewer is more than two feet above the flow line grade of the manhole, a drop connection shall be provided as shown on the Drawings.
5. Standard manholes shall be constructed and backfilled within 48 hours after sewer pipe is laid and drop manholes within 96 hours after sewer pipe is laid at the manhole location.

3.10 TEMPORARY SEWER CONNECTIONS

- #### **A.**
- Where special junction chambers or structures are to be constructed or where existing sewers carrying sanitary sewage and storm water are encountered, the Contractor shall provide and maintain temporary connections to prevent public nuisances and to prevent pollution. The costs of all such temporary connections, pumping and diversions shall be considered incidental to the scope of work. No separate payment will be made for such or similar items of work. No such existing sewers shall be connected to the new sewers unless shown on the Drawings or approved by the Engineer/Architect and/or the Owner.

3.11 SEWER PIPE AND WATER MAIN SEPARATION

- #### **A.**
- Sanitary sewers, house sewers or storm drains that are laid in the vicinity of pipe lines designated to carry potable water shall meet the following conditions.
1. Parallel Installation – Sewers and Water Mains:
 - a. Normal Conditions - Any sanitary sewer, storm sewer or sewer manhole shall be located at least 10 feet horizontally from water mains, whenever possible; the distance shall be measured from edge to edge.
 - b. Unusual Conditions - When local conditions prevent a horizontal separation of 10 feet, a storm or sanitary sewer may be laid closer to a water main provided that:
 - 1) The bottom of the water main is at least 18 inches above the top of the sewer.

- 2) Where this vertical separation cannot be obtained, the sewer shall be constructed of materials and with joints that are equivalent to water main standards of construction for 10 feet measured perpendicular on either side of the water main.
2. Crossings – Sewers and Water Mains:
- a. Normal Conditions - Water mains crossing house sewers, storm sewers or sanitary sewers crossing water mains shall be laid to provide a separation of at least 18 inches between the bottom of the water main and the top of the sewer.
 - b. Unusual Conditions - When local conditions prevent a vertical separation as described above, the following construction shall be used.
 - 1) Sewers passing over or under water mains should be constructed of the materials equivalent to Watermain Standards.
 - 2) Construction of sewers crossing over water mains shall insure additional protection to the water main by providing:
 - a) A vertical separation of at least 18 inches between the bottom of the sewer and the top of the water main;
 - b) Adequate structural support for the sewers to prevent excessive deflection of joints and settling on and breaking the water mains;
 - c) That the length of watermain type sewer pipe be centered at the point of crossing so that the joints will be equidistant and as far as possible from the water main.

3.12 CLEANING, INSPECTION AND TESTING

A. Cleaning and Maintenance:

1. Special care shall be taken during the construction of the sewers to prevent rubbish of every kind and description, and especially sand, from entering or remaining in the sewers. As the construction of the system approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to the entire length of the sewers. He (she) shall furnish, at his own expense, suitable tools and labor for cleaning out all dirt and foreign substances from the sewers, and, if necessary, water for cleaning the sewers by flushing. The cleaning and the repairs above described shall be arranged as far as practicable to be completed upon the finishing of the whole construction work. The Owner will make, upon the completion of the cleaning operations, final inspection of the work.

B. Inspection:

1. The sewer shall be subject to inspection at such times as the Engineer/Architect may direct. All repairs necessary by the inspection shall be made. Broken or cracked pipe shall be replaced; defective joints, if any, replaced; all deposits removed; and the sewer left true to line and grade, entirely clean, free from lumps of protruding jointing material, etc., and ready for use. Each section of sewer between manholes shall show, upon examination from either end a reasonably full circle of light.

C. Testing:

1. Air Testing – General:

- a. The proposed sanitary and force mains will be tested for acceptability by the air testing technique. Special attention of the Contractor is directed to the requirement that all pipe laying will be permitted only in dry trenches having a stable bottom, inasmuch as it is imperative that all sewers and manholes be built practically or reasonably watertight and airtight. The Contractor must adhere rigidly to the specifications for materials and workmanship covering sewer construction. After completion, the sewers or sections thereof shall be tested with a low-pressure air test, which is a test to determine the rate at which air under pressure escaped from an isolated section of sewer. The rate of air loss is intended to indicate the presence or absence of pipe damage and whether or not the joints have been properly constructed. This test is not intended to indicate water leakage limits. In applying the low-pressure air test to sanitary sewers several factors should be understood and precautions followed during the test.
- b. Plugs should be securely braced to prevent the unintentional release of a plug, which can become a high velocity projectile. Plugs should not be removed until all air pressure in the test section has been released.
- c. For safety reasons, no one should be allowed in the trench or manhole while the test is being conducted.
- d. The testing apparatus should be equipped with a pressure relief device to prevent the possibility of loading the test section with the full compressor capacity.
- e. The pipe should be tested in a wet condition if at all possible.

2. Low Pressure Air Test:

- a. Provide necessary labor and equipment to test the proposed sewer extension by means of a low-pressure air test. Test each section manhole to manhole to determine its tightness. Should a section not pass the air test as set forth in the above specification, the Contractor will locate the defect and repair the leak. The ultimate responsibility for ensuring that the proposed sewer does perform according to the specification will be with the Contractor.

3. Air Testing – Procedure:

- a. The section of the sewer to be tested shall be backfilled and cleared, and plugged at each end by means of inflatable stoppers, securely braced to prevent possible blow-out due to the internal air pressure. The pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be tested and then shall be inflated to 25 psig. Air is then added to the test section until the internal air pressure is raised to 4 psig above the average back pressure of ground water over the sewer pipe, and the air pressure shall be allowed to stabilize for at least 10 minutes and a maximum of 30 minutes.
- b. After the stabilization period, the pipe in the test section shall be pressurized to 3.5 psig and the time in minutes measured for the pressure to drop to 3.0 psig. If ground water is present, the air pressure in the line shall be increased to 3.5 psig above the level of the ground water and the drop of one pound of air pressure measured in minutes. The section being tested should be deemed acceptable when

the time taken for the one-half (0.5) pound pressure drop is not less than that shown in the table below.

AIR TEST TABLE

SPECIFICATION TIME (MIN:SEC)
FOR PRESSURE DROP FROM 3.5 TO 3.0 PSIG WHEN TESTING ONE PIPE DIAMETER ONLY

PIPE DIAMETER IN INCHES

Pipe Diameter (in.)	Minimum Time (min:sec)	Length for Minimum Time (ft.)	Time for Longer Length (sec)	Specification Time (min:sec) for Length L Shown Below in feet								
				100	150	200	250	300	350	400	450	
4	1:53	597	0.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	0.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	0.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16	39:16
24	11:20	99	6.837 L	11:23	17:57	22:48	28:30	34:11	39:53	45:35	51:17	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54	64:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07	80:07
33	15:35	72	12.926 L	21:33	32:19	43:46	53:52	64:38	75:24	86:10	96:57	96:57
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	120:34	115:23	115:23

4. Time Limits for Loss of Air Pressure:

- a. The loss of air is acceptable and the line is considered to be reasonably free from defects, if the time in minutes and seconds for the pressure to go from 3.5 psig to 3.0 psig is not less than the time per inch of pipe diameter per length of sewer pipe as shown in the table above.

5. Manhole Testing

- a. Manholes shall be inspected and tested for water tightness or damage prior to placing them into service. This shall be accomplished using an exfiltration or infiltration test with a minimum positive head of 2 feet.

3.13 PVC PLASTIC PIPE TESTING

A. Air Testing:

- 1. The PVC sewer main shall be tested for acceptability by the air testing technique as specified above in Cleaning, Inspection and Testing.

B. Deflection Testing for Flexible Conduit:

- 1. The project engineer/architect shall randomly select portions of the project to be deflection tested. Such portions shall consist of the manhole intervals in the initial 1200 feet of sewer and not less than 10% of the remainder of the sewer project.

2. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the base diameter of the pipe as established in proposed ASTM D-3034. The test shall be performed without mechanical pulling devices.
3. The individual lines to be tested shall be so tested no sooner than 30 days after they have been installed.
4. Wherever possible and practical, the testing shall initiate at the downstream lines and proceed towards the upstream lines.
5. No pipe shall exceed a deflection of 5%.
6. In the event that the deflection exceeds the 5% limit in 10% or more of the manhole intervals tested, the total sewer project shall be tested.
7. Where deflection is found to be in excess of 5% of the original pipe diameter, the contractor shall excavate to the point of excess deflection and carefully compact around the point where excess deflection was found. The line shall then be retested for deflection. However, if after the initial testing the deflected pipe fail to return to the original size (inside diameter) the line shall be replaced.

C. Final Cleaning:

1. Upon completion of all testing, the Contractor shall clean the PVC sewer in such a manner as to ensure that no foreign matter or debris has been left in the sewer. All foreign matter and debris shall be removed and disposed of in a manner acceptable to the Engineer/Architect.

3.14 Lagoon Testing

- A. After the lagoon has been constructed, a watertightness test shall be conducted. This test shall be the barrel test as required by the Missouri Department of Natural Resources. In lieu of the barrel test, permeability tests within the lagoon floor and interior side slopes shall be performed verifying that the permeability based on the lagoon clay liner thickness does not exceed the calculated thickness based on the equation of $t = (H \times K) / (5.4 \times 10^{-7} \text{ cm/sec})$, where t is the soil seal thickness, K is the permeability coefficient of the soil, and H is the head of water in the lagoon (max) . The parameters of this test will be provided to the Contractor and the completed lagoon must pass this test to be accepted for use.

3.15 RESTORATION OF SURFACE AREAS

A. General:

1. After backfilling operations are completed, surface areas shall be replaced or restored as called for on the Drawings, which in general shall be to a condition equal to that existing prior to start of work. In areas with Case V backfill, the top of the trench shall be completed as shown on the Trench Detail, or reshaped once by machine with the backfill being left slightly mounded, not over 12 inches, above natural ground surface. Restoration shall not be done sooner than thirty (30) days after the backfill is placed.
2. All pavements and sidewalks shall be replaced to a condition equal to that previously existing and as shown in typical detail on the Drawings. A minimum compacted base of eight (8) inches of crushed stone or gravel shall be provided. Bituminous surfaces shall be replaced with 2" minimum thickness bituminous concrete surface course Class I with a minimum compacted base of eight (8) inches of crushed stone or gravel.

3. At streets, street intersections, driveway entrances, and at any other pavement location disturbed during construction, the Contractor shall place crushed stone surfacing to maintain traffic.
4. In general the Contractor shall confine his damage of improved surfaces to a minimum, and any unnecessary damage shall be replaced by him (her) at his entire cost and expense. The Engineer/Architect shall determine what damage is unnecessary and his judgment shall be final.

B. Seeding:

1. The grass surface area disturbed during construction shall be seeded for the complete width of disturbed area in accordance with the applicable articles of the Missouri Department of Transportation, "Standard Specifications for Highway Construction."
2. The Contractor shall maintain the seeded area, watering, reseeding, patching, etc., as necessary, until a satisfactory acceptable stand of grass is obtained. Damage resulting from erosions, gullies, washouts, shall be repaired by filling with top soil, tamping, and reseeding, by the Contractor at his expense, if such damage occurs prior to final acceptance.
3. Seed mixture shall be in accordance with Section 329100.

3.16 MARKER TAPE

- A. An electrically detectable metalized foil marking tape shall be installed with the sewer main and laterals to facilitate locating the sewer with an electronic pipe finder. The marker tape shall consist of a 5.5 mil composition film containing one layer of metalized foil laminated between two layers of inert plastic film formulated for prolonged underground use, and shall be resistant to alkalis, acids and other destructive agents found in the soil. The tape shall be safety green in color, 3" wide, and shall bear a continuous message printed in permanent ink warning of the underground installation.
- B. Installation shall be continuous along the centerline for the full length of the sewer line and shall be installed at a depth of 2 to 3 feet.
- C. Installation shall be for all service laterals, and sewer mains where the manholes are buried. In lines with buried manholes, run tape from downstream exposed manhole, above sewer line and all buried manholes, to upstream exposed manhole.
- D. The tape shall be "Detectable Terra Tape" as manufactured by Reef Industries, Inc., Houston, Texas, or engineer approved equal.
- E. No separate payment will be made for marker tape.

3.17 BORING AND ENCASEMENT

- A. At locations shown on the Drawings, the sewer pipe shall be ductile iron with steel encasing pipe installed in a bored hole.

- B. Bore holes shall be made in advance of the sewer construction so that, if necessary, minor adjustments can be made in alignment and grade with the approval of the Engineer/Architect. Bore pits shall be backfilled and compacted for settlement. See Drawings for backfill Case.
- C. Casing pipe shall be pushed through the embankment without use of pilot by the Boring-Jacking Method. This method utilizes an auger operating inside the pipe to carry out dirt, but not to cut in advance of the pipe itself.
- D. Where traffic must be maintained, the operations shall be carried on without encroachment upon the traveled way by either the excavation or by the storage of equipment or materials. Adequate sheeting and bracing shall be provided if the nature and condition of the soil or height of exposed faces is such as to endanger either the traveling public or the integrity of the road surfacing. Construction shall be in accordance with required permits for the work.

3.18 GUARANTEE

- A. The Contractor shall guarantee all materials and workmanship furnished, and shall replace or repair any damage due to settlement of backfill in trenches or pavement for a period of one (1) year from date of acceptance.

END OF SECTION 334101

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
MISSOURI CLEAN WATER COMMISSION

Appendix A



MISSOURI STATE OPERATING PERMIT

General Operating Permit

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

Permit No MOR100038

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

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

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

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

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

FACILITY DESCRIPTION All Outfalls SIC #1629

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

Issued to a city, county, state or federal agency, other governmental jurisdiction, or other private area-wide projects as determined by the Department on a case-by-case basis

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

August 01, 2022

Issue Date

Chris Wieberg, Director
Water Protection Program

July 04, 2027

Expiration Date

I. APPLICABILITY

A. Permit Coverage and Authorized Discharges

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

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

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

B. Permit Restrictions and Limitations

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

II. EXEMPTIONS FROM PERMIT REQUIREMENTS

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

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

III. REQUIREMENTS

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

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

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

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

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

IV. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MANAGEMENT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

documented:

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

V. BMP REQUIREMENTS

1. The information, practices, and BMP requirements in this section shall be implemented on site and, where noted, provided for in the SWPPP.
2. Existing vegetation and trees shall be preserved where practicable. The permittee is encouraged to preserve topsoil where practicable.
3. The permittee shall select appropriate BMPs for use at the site and list them in the SWPPP. When selecting effective BMPs, the permittee shall consider stormwater volume and velocity. A BMP that has demonstrated ineffectiveness in preventing or minimizing sediment or other pollutants from leaving a given site shall be replaced with a more effective BMP, or additional and sequential BMPs and treatment devices may be incorporated as site conditions allow. The permittee should consider a schedule for performing erosion control measures when selecting BMPs.
4. The SWPPP shall include a description of both structural and non-structural BMPs that will be used at the site.
 - (a) The SWPPP shall provide the following general information for each BMP which will be used one or more times at the site:
 - 1) Physical description of the BMP;
 - 2) Site conditions that must be met for effective use of the BMP;
 - 3) BMP installation/construction procedures, including typical drawings; and
 - 4) Operation and maintenance procedures and schedules for the BMP.
 - (b) The SWPPP shall provide the following information for each specific instance where a BMP is to be installed:
 - 1) Whether the BMP is temporary or permanent;
 - 2) When the BMP will be installed in relation to each phase of the land disturbance procedures to complete the project; and
 - 3) Site conditions that must be met before removal of the BMP if the BMP is not a permanent BMP.
5. Structural BMP Installation: The permittee shall ensure all BMPs are properly installed and operational at the locations and relative times specified in the SWPPP.
 - (a) Perimeter control BMPs for runoff from disturbed areas shall be installed before general site clearing is started. Note this requirement does not apply to earth disturbances related to initial site clearing and establishing entry, exit, or access of the site, which may require that stormwater controls be installed immediately after the earth

disturbance.

- (b) For phased projects, BMPs shall be properly installed as necessary prior to construction activities.
 - (c) Stormwater discharges which leave the site from disturbed areas shall pass through an appropriate impediment to sediment movement such as a sedimentation basin, sediment traps (including vegetative buffers), or silt fences prior to leaving the land disturbance site.
 - (d) A drainage course change shall be clearly marked on a site map and described in the SWPPP.
 - (e) If vegetative stabilization measures are being implemented, stabilization efforts are considered “installed” when all activities necessary to seed or plant the area are completed. Vegetative stabilization is not considered “operational” until the vegetation is established.
6. Install sediment controls along any perimeter areas of the site that are downgradient from any exposed soil or other disturbed areas. Prevent stormwater from circumventing the edge of the perimeter control. For sites where perimeter controls are infeasible, other practices shall be implemented to minimize discharges to perimeter areas of the site.
7. For surface waters of the state, defined in Section 644.016.1(27) RSMo, located on or adjacent to the site, the permittee must maintain a riparian buffer or structural equivalent in accordance with at least one of the following options. The selection and location must be described in the SWPPP.
- (a) Provide and maintain a 50-foot undisturbed natural buffer; or
 - (b) Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or
 - (c) If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.
 - (d) The permittee is not required to comply with (a), (b), or (c) above if one or more of the following exceptions apply and documentation is provided in the SWPPP:
 - 1) As authorized per CWA Section 404 Department of the Army permit and its associated Section 401 Water Quality Certification from the Department.
 - 2) If there is no discharge of stormwater to waters of the state through the area between the disturbed portions of the site and waters of the state located within 50 feet of the site. This includes situations where the permittee has implemented permanent control measures that will prevent such discharges, such as a berm or other barrier.
 - 3) Where no natural buffer exists due to preexisting development disturbances that occurred prior to the initiation of planning for the current development of the site.
 - a. Where some natural buffer exists but portions of the area within 50 feet of the waters of the state are occupied by preexisting development disturbances the permittee is required to comply with (a), (b), or (c) above.
 - 4) For linear projects where site constraints make it infeasible to implement a buffer or equivalent provided the permittee limit disturbances within 50 feet of any waters of the state and/or the permittee provides supplemental erosion and sediment controls to treat stormwater discharges from earth disturbances within 50 feet of the water of the state. The permittee must also document in the SWPPP the rationale for why it is infeasible for the permittee to implement (a), (b), or (c) and describe any buffer width retained and supplemental BMPs installed.
 - (e) Where the permittee is retaining a buffer of any size, the buffer should be measured perpendicularly from any of the following points, whichever is further landward from the water:
 - 1) The ordinary high water mark of the water body, defined as the line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris; or
 - 2) The edge of the stream or river bank, bluff, or cliff, whichever is applicable.
8. Slopes for disturbed areas must be identified in the SWPPP. A site map or maps defining the sloped areas for all phases of the project must be included in the SWPPP. The disturbance of steep slopes shall be minimized.
9. Manage stockpiles or land clearing debris piles composed, in whole or in part, of sediment and/or soil.
- (a) Locate the piles outside of any natural buffers zones, established under the condition above, and away from any stormwater conveyances, drain inlets, and areas where stormwater flow is concentrated;
 - (b) Install a sediment barrier along all downgradient perimeter areas;
 - (c) Divert surface flows around stockpiles to reduce and minimize erosion of the stockpile.

- (d) For piles that will be unused for 14 or more days, provide cover with appropriate temporary stabilization in accordance with Part V. BMP REQUIREMENTS, Condition 13.
 - (e) Rinsing, sweeping, or otherwise placing any soil, sediment, debris, or stockpiled product which has accumulated on pavement or other impervious surfaces into any stormwater conveyance, storm drain inlet, or water of the state is prohibited.
10. The site shall include BMPs for pollution prevention measures and shall be noted in the SWPPP. At minimum such measures must be designed, installed, implemented, and maintained to:
- (a) Minimize the discharge of pollutants from equipment and vehicle rinsing; no detergents, additives, or soaps of any kind shall be discharged. Rinse waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 - (b) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater;
 - (c) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures, including, but not limited to, the installation of containment berms and use of drip pans at petroleum product and liquid storage tanks and containers; and
 - (d) Prevent discharges from causing or contributing to an exceedance of water quality standards including general criteria.
11. Sedimentation Basins: The SWPPP shall include a sedimentation basin for each drainage area with ten or more acres disturbed at one time.
- (a) The sedimentation basin shall be sized, at a minimum, to treat a local 2-year, 24-hour storm.
 - (b) Sediment basins shall not be constructed in any waters of the state or natural buffer zones.
 - (c) Discharges from dewatering activities shall be managed by appropriate controls. The SWPPP shall include a description of any anticipated dewatering methods and specific BMPs designed to treat dewatering water.
 - 1) Appropriate controls include, but are not limited to, sediment socks, dewatering tanks, tube settlers, weir tanks, filtration systems (e.g. bag or sand filters), and passive treatment systems that are designed to remove or retain sediment.
 - 2) Erosion controls and velocity dissipation devices (e.g., check dams, riprap, and vegetated buffers) to minimize erosion at inlets, outlets, and discharge points from shall be utilized.
 - 3) Water with an oil sheen shall not be discharged and shall be marked in SWPPP.
 - 4) Visible floating solids and foam shall not be discharged.
 - (d) Until final stabilization has been achieved, sediment basins and impoundments shall utilize outlet structures or floating skimmers that withdraw water from the surface when discharging.
 - 1) Under frozen conditions, it may be considered infeasible to withdraw water from the surface and an exception can be made for that specific period as long as discharges that may contain sediment and other pollutants are managed by appropriate controls. If determined infeasible due to frozen conditions, documentation must be provided in the SWPPP to support the determination, including the specific conditions or time period when this exception applies.
 - (e) Accumulated sediment shall not exceed 50% of total volume or as prescribed in the design, whichever is less. Note in the SWPPP the locations for disposal of the material removed from sediment basins.
 - (f) Prevent discharges to the receiving stream causing excessive visual turbidity. For the purposes of this permit, visual turbidity refers to a sediment plume or other cloudiness in the water caused by sediment that can be identified by an observer.
 - (g) The SWPPP shall require the basin be maintained until final stabilization of the disturbed area served by the basin.

Where use of a sediment basin is infeasible, the SWPPP shall evaluate and specify other similarly effective BMPs to be employed to control erosion and sediment. These similarly effective BMPs shall be selected from appropriate BMP guidance documents authorized by this permit. The BMPs must provide equivalent water quality protection to achieve compliance with this permit. The SWPPP shall require both temporary and permanent sedimentation basins to have a stabilized spillway to minimize the potential for erosion of the spillway or basin embankment.

12. Soil disturbing activities on site that have ceased either temporarily or permanently shall initiate stabilization immediately in accordance with the options below. For soil disturbing activities that have been temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days:
 - (a) The permittee shall construct BMPs to establish interim stabilization; and
 - (b) Stabilization must be initiated immediately and completed within 14 calendar days.
 - (c) For soil disturbing activities that have been permanently ceased on any portion of the site, final stabilization of disturbed areas must be initiated immediately and completed within 14 calendar days.
 - 1) Allowances to the 14-day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. The use of allowances shall be documented in the SWPPP. Allowances may be determined unnecessary after review by the Department.
 - (d) Until stabilization is complete, interim sediment control shall consist of well-established and maintained BMPs that are reasonably certain to protect waters of the state from sediment pollution over an extended period of time. This may require adding more BMPs to an area than is normally used during daily operations. The types of BMPs used must be suited to the area disturbed, taking into account the number of acres exposed and the steepness of the slopes. If the slope of the area is greater than 3:1 (three feet horizontal to one foot vertical), then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site. The following activities would constitute the immediate initiation of stabilization:
 - 1) Prepping the soil for vegetative or non-vegetative stabilization as long as seeding, planting, and/or installation of non-vegetative stabilization products takes place as soon as practicable;
 - 2) Applying mulch or other non-vegetative product to the exposed areas;
 - 3) Seeding or planting the exposed areas;
 - 4) Finalizing arrangements to have stabilization product fully installed in compliance with the deadlines for completing stabilization.
 - (e) If vegetative stabilization measures are being implemented, stabilization is considered “installed” when all activities necessary to seed or plant the area are completed. Installed does not mean established.
 - (f) If non-vegetative stabilization measures are being implemented, stabilization is considered “installed” when all such measures are implemented or applied.
 - 1) Non-vegetative stabilization shall prevent erosion and shall be chosen for site conditions, such as slope and flow of stormwater.
 - (g) Final stabilization is not considered achieved until vegetation has grown and established to meet the requirements below.
13. Prior to removal of BMPs, ceasing site inspections, and removing from the quarterly report, final stabilization must be achieved. Final stabilization shall be achieved as soon as possible once land disturbance activities have ceased. Document in the SWPPP the type of stabilization and the date final stabilization is achieved.
 - (a) The project is considered to have achieved final stabilization when perennial vegetation (excluding volunteer vegetation), pavement, buildings, or structures using permanent materials (e.g., riprap, gravel, etc.) cover all areas that have been disturbed. With respect to areas that have been vegetated, vegetation must be at least 70% coverage of 100% of the vegetated areas on site. Vegetation must be evenly distributed.
 - (b) Disturbed areas on agricultural land are considered to have achieved final stabilization when they are restored to their preconstruction agricultural use. If former agricultural land is changing to non-agricultural use, this is no longer considered agricultural land and shall follow condition (a).
 - (c) If the intended function of a specific area of the site necessitates that it remain disturbed, final stabilization is considered achieved if all of the following are met:
 - 1) Only the minimum area needed remains disturbed (i.e., dirt access roads, motocross tracks, utility pole pads, areas being used for storage of vehicles, equipment, materials). Other areas must meet the criteria above.

- 2) Permanent structural BMPs (e.g., rock checks, berms, grading, etc.) or non-vegetative stabilization measures are implemented and designed to prevent sediment and other pollutants from entering waters of the state.
- 3) Inspection requirements in Part IV. SWPPP MANAGEMENT REQUIREMENT, Condition 11 are met and documented in the SWPPP.
- (d) Winter weather and frozen conditions do not excuse any of the above final stabilization requirements. If vegetation is required for stabilization the permittee must maintain BMPs throughout winter weather and frozen conditions until thawing and vegetation meets final stabilization criteria above. Document stabilization attempts during frozen conditions in the SWPPP. Consider future freezing when removing vegetation and plan with temporary stabilization techniques before the ground becomes frozen.

VI. SITE FINALIZATION & PERMIT TERMINATION

1. Until a site is finalized, the permittee must comply with all conditions in the permit, including continuation of site inspections and reporting quarterly to the Department. To finalize the site and remove from this permit coverage, the site shall meet the following requirements:
 - (a) For any areas that (1) were disturbed during construction, (2) are not covered over by permanent structures, and (3) over which the permittee had control during the construction activities, the requirements for final vegetative or non-vegetative stabilization in Part V. BMP REQUIREMENTS, Condition 13;
 - (b) The permittee has removed and properly disposed of all construction materials, waste, and waste handling devices and has removed all equipment and vehicles that were used during construction, unless intended for long-term beyond construction phase;
 - (c) The permittee has removed all temporary BMPs that were installed and maintained during construction, except those that are intended for long-term use or those that are biodegradable; and
 - (d) The permittee has removed all potential pollutants and pollutant-generating activities associated with construction, unless needed for long-term use following the construction activities.
2. The permit may be terminated if;
 - (a) There has been a transfer of control of all areas of the site for which the current permittee is responsible under this permit to another operator, and that operator has obtained coverage under this permit;
 - (b) Active sites obtain coverage under an individual or alternative general NPDES permit, with land disturbance conditions; or
 - (c) This permit may be terminated when all projects covered under this permit are finalized. In order to terminate the permit, the permittee shall notify the Department by submitting a Request for Termination along with the final quarterly report for the current calendar quarter.

VII. REPORTING AND SAMPLING REQUIREMENTS

1. The permittee is not required to sample stormwater under this permit. The Department may require sampling and reporting as a result of illegal discharges, compliance issues related to water quality concerns, or evidence of off-site impacts from activities at a site. If such an action is needed, the Department will specify in writing the sampling requirements, including such information as location and extent. If the permittee refuses to perform sampling when required, the Department may terminate the general permit and require the facility to obtain a site-specific permit with sampling requirements.
2. Electronic Discharge Monitoring Report (eDMR) Submission System. The NPDES Electronic Reporting Rule, 40 CFR Part 127, reporting of any report required by the permit shall be submitted via an electronic system to ensure timely, complete, accurate, and nationally consistent set of data for the NPDES program. The eDMR system is currently the only Department-approved reporting method for this permit unless specified elsewhere in this permit, or a waiver is granted by the Department. The facility must register in the Department's eDMR system through the Missouri Gateway for Environmental Management (MoGEM) before the first report is due.
3. Permittees shall prepare a quarterly report with a list of active land disturbance sites including any off-site borrow or depositional areas associated with the construction project and submit the following information electronically as an

attachment to the eDMR system until such a time when the current or a new system is available to allow direct input of the data:

- (a) The name of the project;
- (b) The location of the project (including the county);
- (c) The name of the primary receiving water(s) for each project;
- (d) A description of the project;
- (e) The number of acres disturbed;
- (f) The percent of completion of the project; and
- (g) The projected date of completion.

The quarterly report(s) shall be maintained by the permittee and readily available for review by the Department at the address provided on the application as well as submitted quarterly via the Department’s eDMR system. The permittee shall submit quarterly reports according to Table A.

Table A	Schedule for Quarterly Reporting
Activity for the months of:	Report is due:
January, February, March (1st Quarter)	April 28
April, May, June (2nd Quarter)	July 28
July, August, September (3rd Quarter)	October 28
October, November, December (4th Quarter)	January 28

VIII. STANDARD PERMIT CONDITIONS

1. Records: The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site named in the State Operating Permit, results of any monitoring and analysis, and all site inspection records required by this general permit.
 - (a) The records shall be accessible during normal business hours and retained for a period of at least three (3) years from the date of termination.
 - (b) The permittee shall provide a copy (electronic or otherwise) of the SWPPP to the Department, USEPA, or any local agency or government representative if they request a copy in the performance of their official duties within 24 hours of the request (or next working day), unless given more time by the representative.
 - (c) The permittee shall provide a copy of the SWPPP to those who are responsible for installation, operation, or maintenance of any BMP. The permittee, their representative, and/or the contractor(s) responsible for installation, operation and maintenance of the BMPs shall have a current copy of the SWPPP with them when on the project site.

2. Land Ownership and Change of Ownership: Federal and Missouri stormwater regulations [10 CSR 20-6.200(1) (B)] require a stormwater permit and erosion control measures for all land disturbances of one or more acres. These regulations also require a permit for less than one acre lots if the lot is part of a larger common plan of development or sale where that plan is at least one acre in size.
 - (a) If the permittee sells any portion of a permitted site to a developer for commercial, industrial, or residential use, this land remains a part of the common sale and the new owner must obtain a permit prior to conducting any land disturbance activity. Therefore, the original permittee must amend the SWPPP to show that the property has been sold and, therefore, no longer under the original permit coverage.
 - (b) Property of any size which is part of a larger common plan of development where the property has achieved final stabilization and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity unless the activity is by an individual residential building lot owner on a site less than one acre.
 - (c) If a portion of a larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre. No permit is required, however, for less than one acre of land sold.

3. Permit Transfer: This permit may not be transferred to a new owner.

4. Termination: This permit may be terminated when the project has achieved final stabilization, defined in Part VI. **SITE FINALIZATION & PERMIT TERMINATION.**
 - (a) In order to terminate the permit, the permittee shall notify the Department by submitting the form Request for Termination of Operating Permit Form MO 780-2814. The form should be submitted to the appropriate regional office or through an approved electronic system if it should become available.
 - (b) The Cover Page (Certificate Page) of the Master General Permit for Land Disturbance specifies the “effective date” and the “expiration date” of the Master General Permit. The “issued date” along with the “expiration date” will appear on the State Operating Permit issued to the applicant. **This permit does not continue administratively beyond the expiration date.**
5. Duty to Reapply: If the project or development completion date will be after the expiration date of this general permit, then the permittee must reapply to the Department for a new permit. This permit may be applied for and issued electronically in accordance with Section 644.051.10, RSMo.
 - (a) Due to the nature of the electronic permitting system, a period of time may be granted at the discretion of the Department in order to apply for a new permit after the new version is effective. Applicants must maintain appropriate best management practices and inspections during the discretionary period.
6. Duty to Comply: The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Missouri Clean Water Law and Federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.
7. Modification, Revocation, and Reopening:
 - (a) If at any time the Department determines that the quality of waters of the state may be better protected by reopening this permit, or revoking this permit and requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may revoke a general permit and require any person to obtain such an operating permit as authorized by 10 CSR20-6.010(13) and 10 CSR 20-6.200(1)(B).
 - (b) If this permit is reopened, modified, or revoked pursuant to this Section, the permittee retains all rights under Chapter 536 and 644 Revised Statutes of Missouri upon the Department’s reissuance of the permit as well as all other forms of administrative, judicial, and equitable relief available under law.
8. Other Information: Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.
9. Duty to Provide Information: The permittee shall furnish to the Department, within 24 hours unless explicitly granted more time in writing, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.
10. Inspection and Entry: The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:
 - (a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of the permit;
 - (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
 - (d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Federal Clean Water Act or Missouri Clean Water Law, any substances or parameters at any location.

11. Signatory Requirement:

- (a) All permit applications, reports required by the permit, or information requested by the Department shall be signed and certified. (See 40 CFR 122.22 and 10 CSR 20-6.010)
- (b) The Federal Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or non-compliance) shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both.
- (c) The Missouri Clean Water Law provides that any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than ten thousand dollars, or by imprisonment for not more than six months, or by both.

12. Property Rights: This permit does not convey any property rights of any sort or any exclusive privilege.

13. Notice of Right to Appeal: If you were adversely affected by this decision, you may be entitled to pursue an appeal before the administrative hearing commission (AHC) pursuant to Sections 621.250 and 644.051.6 RSMo. To appeal, you must file a petition with the AHC within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the AHC. Any appeal should be directed to:

Administrative Hearing Commission
U.S. Post Office Building, Third Floor
131 West High Street, P.O. Box 1557
Jefferson City, MO 65102-1557
Phone: 573-751-2422
Fax: 573-751-5018
Website: <https://ahc.mo.gov>



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

STORMWATER DISCHARGES FROM
THIS LAND DISTURBANCE SITE ARE
AUTHORIZED BY THE MISSOURI
STATE OPERATING PERMIT NUMBER:

ANYONE WITH QUESTIONS OR
CONCERNS ABOUT STORMWATER
DISCHARGES FROM THIS SITE,
PLEASE CONTACT THE MISSOURI
DEPARTMENT OF NATURAL
RESOURCES AT

1-800-361-4827

MISSOURI DEPARTMENT OF NATURAL RESOURCES
FACT SHEET FOR MASTER GENERAL PERMIT
MO-R100xxx

The Federal Water Pollution Control Act [Clean Water Act (CWA)] Section 402 of Public Law 92-500 (as amended) established the National Pollution Discharge Elimination System (NPDES) permit program. This program regulates the discharge of pollutants from point sources into the waters of the United States and the release of stormwater from certain point sources. All such discharges are unlawful without a permit (Section 301 of the CWA). After a permit is obtained, a discharge not in compliance with all permit terms and conditions is unlawful. Missouri State Operating Permits (MSOPs) are issued by the Missouri Department of Natural Resources (Department) under an approved program operated in accordance with federal and state laws (Federal CWA and Missouri Clean Water Law Section 644 as amended). Permits are issued for a period of five (5) years unless otherwise specified.

Per 40 CFR 124.56, 40 CFR 124.8, and 10 CSR 20-6.020(1)(A)2, a Fact Sheet shall be prepared to give pertinent information regarding the applicable regulations, rationale for the development of effluent limitations and conditions, and the public participation process for the permit. A Fact Sheet is not an enforceable part of an MSOP.

DEFINITIONS FOR THE PURPOSES OF THIS PERMIT:

Common Promotional Plan: A plan undertaken by one (1) or more persons to offer lots for sale or lease; where land is offered for sale by a person or group of persons acting in concert, and the land is contiguous or is known, designated, or advertised as a common unit or by a common name or similar names, the land is presumed, without regard to the number of lots covered by each individual offering, as being offered for sale or lease as part of a common promotional plan.

Dewatering: The act of draining rainwater and/or groundwater from basins, building foundations, vaults, and trenches.

Effective Operating Condition: For the purposes of this permit, a stormwater control is kept in effective operating condition if it has been implemented and maintained in such a manner that it is working as designed to minimize pollutant discharges.

Emergency-Related Project: A project initiated in response to a public emergency (e.g. earthquakes, extreme flooding conditions, tornado, disruptions in essential public services, pandemic) for which the related work requires immediate authorization to avoid imminent endangerment to human health/safety or the environment or to reestablish essential public services.

Exposed Soils: For the purposes of this permit, soils that as a result of earth-disturbing activities are left open to the elements.

Immediately: For the purposes of this permit, immediately should be defined as within 24 hours.

Impervious Surface: For the purpose of this permit, any land surface with a low or no capacity for soil infiltration including, but not limited to, pavement, sidewalks, parking areas and driveways, packed gravel or soil, or rooftops.

Infeasible: Infeasible means not technologically possible or not economically practicable and achievable in light of best industry practices.

Install or Installation: When used in connection with stormwater controls, to connect or set in position stormwater controls to make them operational.

Land Disturbance Site or Site: The land or water area where land disturbance activities will occur and where stormwater controls will be installed and maintained. The land disturbance site includes construction support activities, which may be located at a different part of the property from where the primary land disturbance activity will take place or on a different piece of property altogether. Off-site borrow areas directly and exclusively related to the land disturbance activity are part of the site and must be permitted.

Larger Common Plan of Development or Sale: A continuous area where multiple separate and distinct construction activities are occurring under one plan, including any off-site borrow areas that are directly and exclusively related to the land disturbance activity. Off-site borrow areas utilized for multiple different land disturbance projects are considered their own entity and are not part of the larger common plan of development or sale. See definition of Common Promotional Plan to understand what a 'common plan' is.

Minimize: To reduce and/or eliminate to the extent achievable using stormwater controls that are technologically available and economically practicable and achievable in light of best industry practices.

Non-structural Best Management Practices (BMPs): Institutional, educational, or pollution prevention practices designed to limit the amount of stormwater runoff or pollutants that are generated in the landscape. Examples of non-structural BMPs include picking up trash and debris, sweeping up nearby sidewalks and streets, maintaining equipment, and training site staff on stormwater control practices.

Operational: for the purposes of this permit, stormwater controls are made "operational" when they have been installed and implemented, are functioning as designed, and are properly maintained.

Ordinary High Water Mark: The line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris.

Peripheral: For the purposes of this permit, peripheral should be defined as the outermost boundary of the area that will be disturbed.

Permanently: For the purposes of this permit, permanently is defined as any activity that has been ceased without any intentions of future disturbance.

Pollution Prevention Controls (or Measures): Stormwater controls designed to reduce or eliminate the addition of pollutants to construction site discharges through analysis of pollutant sources, implementation of proper handling/disposal practices, employee education, and other actions.

Qualified Person (inspections): A person knowledgeable in the principles and practice of erosion and sediment controls and pollution prevention who possesses the appropriate skills and training to assess conditions at the construction site that could impact stormwater quality and the appropriate skills and training to assess the effectiveness of any stormwater controls selected and installed to meet the requirements of this permit.

Stormwater Control (also referred to as sediment/erosion controls): refers to any temporary or permanent BMP or other method used to prevent or reduce the discharge of pollutants to waters of the state.

Structural BMP: Physical sediment/erosion controls working individually or as a group (treatment train) appropriate to the source, location, and area climate for the pollutant to be controlled. Examples of structural BMPs include silt fences, sedimentation ponds, erosion control blankets, and seeding.

Temporary Stabilization: A condition where exposed soils or disturbed areas are provided temporary vegetation and/or non-vegetative protective cover to prevent erosion and sediment loss. Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb this area.

Treatment Train: A multi-BMP approach to managing the stormwater volume and velocity and often includes erosion prevention and sediment control practices often applied when the use of a single BMP is inadequate in preventing the erosion and transport of sediment. A good option to utilize as a corrective action.

Volunteer Vegetation: A volunteer plant is a plant that grows on its own, rather than being deliberately planted for stabilization purposes. Volunteers often grow from seeds that float in on the wind, are dropped by birds, or are inadvertently mixed into soils. Commonly, volunteer vegetation is referred to as 'weeds'. This does not meet the requirements for final stabilization.

Waters of the State: Section 644.016.1(27) RSMo. defines waters of the state as, "All waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common."

PART I – BASIC PERMIT INFORMATION

Facility Type: Industrial Stormwater; Land Disturbance
Facility SIC Code(s): 1629
Facility Description: Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling, and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit establishes a Stormwater Pollution Prevention Plan (SWPPP) requirement for pollutants of concern from this type of facility or for all facilities and sites covered under this permit. 10 CSR 20-6.200(7) specifies "general permits shall contain BMP requirements and/or monitoring and reporting requirements to keep the stormwater from becoming contaminated".

Land disturbance activities include clearing, grubbing, excavating, grading, filling and other activities that result in the destruction of the root zone and/or other activities that are reasonably certain to cause pollution to waters of the state. A Missouri State Operating Permit for land disturbance permit is required for construction disturbance activities of one or more acres or for construction activities that disturb less than one acre when they are part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project.

The primary requirement of a land disturbance permit is the development of a SWPPP which incorporates site-specific BMPs to minimize soil exposure, soil erosion, and the discharge of pollutants. The SWPPP ensures the design, implementation, management, and maintenance of BMPs in order to prevent sediment and other pollutants from leaving the site.

When it precipitates, stormwater washes over the loose soil on a construction site and various other materials and products being stored outside. As stormwater flows over the site, it can pick up pollutants like sediment, debris, and chemicals from the loose soil and transport them to nearby storm sewer systems or directly into rivers, lakes, or coastal waters.

The Missouri Department of Natural Resources is responsible for ensuring that construction site operators have the proper stormwater controls in place so that construction can proceed in a way that protects your community's clean water and the surrounding environment. One way the department helps protect water quality is by issuing land disturbance permits.

Local conditions are not considered when developing conditions for a general permit. A facility may apply for a site-specific permit if they desire a review of site-specific conditions.

PART II – RECEIVING STREAM INFORMATION

APPLICABLE DESIGNATIONS OF WATERS OF THE STATE:

Per Missouri Effluent Regulations (10 CSR 20-7.015), the waters of the state are divided into seven (7) categories. This permit applies to facilities discharging to the following water body categories:

- ✓ Missouri or Mississippi River [10 CSR 20-7.015(2)]
- ✓ Lakes or Reservoirs [10 CSR 20-7.015(3)]
- ✓ Losing Streams [10 CSR 20-7.015(4)]
- ✓ Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- ✓ Special Streams [10 CSR 20-7.015(6)]
- ✓ Subsurface Waters [10 CSR 20-7.015(7)]
- ✓ All Other Waters [10 CSR 20-7.015(8)]

Missouri Water Quality Standards (10 CSR 20-7.031) defines the Clean Water Commission water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and/or 1st classified receiving stream's designated water uses shall be maintained in accordance with 10 CSR 20-7.031(24). A general permit does not take into consideration site-specific conditions.

MIXING CONSIDERATIONS:

This permit applies to receiving streams of varying low flow conditions. Therefore, the effluent limitations must be based on the smallest low flow streams considered, which includes waters without designated uses. As such, no mixing is allowed [10 CSR 20-7.031(5)(A)4.B.(I)(a)]. No Zone of Initial Dilution is allowed. [10 CSR 20-7.031(5)(A)4.B.(I)(b)].

RECEIVING STREAM MONITORING REQUIREMENTS:

There are no receiving water monitoring requirements recommended at this time.

PART III – RATIONALE AND DERIVATION OF EFFLUENT LIMITATIONS & PERMIT CONDITIONS

305(B) REPORT, 303(d) LIST, & TOTAL MAXIMUM DAILY LOAD (TMDL):

Section 305(b) of the Federal CWA requires each state identify waters not meeting Water Quality Standards and for which adequate water pollution controls have not been required. Water Quality Standards protect such beneficial uses of water as whole body contact, maintaining fish and other aquatic life, and providing drinking water for people, livestock, and wildlife. The 303(d) list helps state and federal agencies keep track of waters which are impaired but not addressed by normal water pollution control programs.

A TMDL is a calculation of the maximum amount of a given pollutant a body of water can absorb before its water quality is affected. If a water body is determined to be impaired as listed on the 303(d) list, then a watershed management plan will be developed which shall include the TMDL calculation. For facilities with an existing general permit before a TMDL is written on their receiving stream, the Department will evaluate the permit and may require any facility authorized by this general permit to apply for and obtain a site-specific operating permit.

ANTI-BACKSLIDING:

A provision in the Federal Regulations [CWA Section 303(d)(4); CWA Section 402(c); 40 CFR Part 122.44(I)] requires a reissued permit to be as stringent as the previous permit with some exceptions.

- ✓ Not Applicable: All effluent limitations in this permit are at least as protective as those previously established.

ANTIDEGRADATION:

Antidegradation policies ensure protection of water quality for a particular water body on a pollutant by pollutant basis to ensure Water Quality Standards are maintained to support beneficial uses such as fish and wildlife propagation and recreation on and in the water. This also includes special protection of waters designated as an Outstanding National Resource Water or Outstanding State Resource Water [10 CSR 20-7.031(3)(C)]. Antidegradation policies are adopted to minimize adverse effects on water.

The Department has determined the best avenue forward for implementing the Antidegradation requirements into general stormwater permits is by requiring the appropriate development and maintenance of a SWPPP. The SWPPP must identify all reasonable and effective BMPs, taking into account environmental impacts and costs. This analysis must document why no discharge or no exposure options are not feasible at the facility. This selection and documentation of appropriate control measures will then serve as the analysis of alternatives and fulfill the requirements of the Antidegradation Rule and Implementation Procedure 10 CSR 20-7.031(3) and 10 CSR 20-7.015(9)(A)5.

Any facility seeking coverage under this permit which undergoes expansion or discharges a new pollutant of concern must update their SWPPP and select reasonable and cost effective new BMPs. New facilities seeking coverage under this permit are required to develop a SWPPP including this analysis and documentation of appropriate BMPs. Renewal of coverage for a facility requires a review of the SWPPP to ensure the selected BMPs continue to be appropriate.

- ✓ Applicable; the facility must review and maintain stormwater BMPs as appropriate.

BENCHMARKS:

When a permitted feature or outfall consists of only stormwater, a benchmark may be implemented at the discretion of the permit writer. Benchmarks require the facility to monitor and, if necessary, replace and update stormwater control measures. Benchmark concentrations are not effluent limitations. A benchmark exceedance, therefore, is not a permit violation; however, failure to take corrective action is a violation of the permit. Benchmark monitoring data is used to determine the overall effectiveness of control measures and to assist the permittee in knowing when additional corrective actions may be necessary to comply with the limitations of the permit.

- ✓ Not applicable; this permit does not contain numeric benchmarks.

BEST MANAGEMENT PRACTICES (BMPs):

Minimum site-wide BMPs are established in this permit to ensure all permittees are managing their sites equally to protect waters of the state from certain activities which could cause negative effects in receiving water bodies. While not all sites require a SWPPP because the SIC codes are specifically exempted in 40 CFR 122.26(b)(14), these BMPs are not specifically included for stormwater purposes. These practices are minimum requirements for all industrial sites to protect waters of the state. If the minimum BMPs are not followed, the facility may violate general criteria [10 CSR 20-7.031(4)]. Statutes are applicable to all permitted facilities in the state; therefore, pollutants cannot be released unless in accordance with RSMo 644.011 and 644.016 (17).

CHANGES IN DISCHARGES OF TOXIC POLLUTANT:

This special condition reiterates the federal rules found in 40 CFR 122.44(f) and 122.42(a)(1). In these rules, the facility is required to report changes in amounts of toxic substances discharged. Toxic substances are defined in 40 CFR 122.2 as "...any pollutant listed as toxic under section 307(a)(1) or, in the case of "sludge use or disposal practices," any pollutant identified in regulations implementing section 405(d) of the CWA." Section 307 of the CWA then refers to those parameters found in 40 CFR 401.15.

The permittee should also consider any other toxic pollutant in the discharge as reportable under this condition.

EFFLUENT LIMITATION GUIDELINE:

Effluent Limitation Guidelines, or ELGs, are found at 40 CFR 400-499. These are limitations established by the EPA based on the SIC code and the type of work a facility is conducting. Most ELGs are for process wastewater and some address stormwater. All are technology based limitations which must be met by the applicable facility at all times.

- ✓ The industries covered under this permit have an associated Effluent Limit Guideline (ELG) which is applicable to the stormwater discharges in this permit and is applied under 40 CFR 125.3(a).

ELECTRONIC DISCHARGE MONITORING REPORT (EDMR) SUBMISSION SYSTEM:

The U.S. Environmental Protection Agency (EPA) promulgated a final rule on October 22, 2015, to modernize CWA reporting for municipalities, industries, and other facilities by converting to an electronic data reporting system. The final rule requires regulated entities and state and federal regulators to use information technology to electronically report data required by the National Pollutant Discharge Elimination System (NPDES) permit program instead of filing paper reports. To comply with the federal rule, the Department is requiring all permittees to begin submitting discharge monitoring data and reports online.

- ✓ Applicable; this permit requires quarterly reports.

GENERAL CRITERIA CONSIDERATIONS:

In accordance with 40 CFR 122.44(d)(1), effluent limitations shall be placed into permits for pollutants determined to cause, have reasonable potential to cause, or to contribute to, an excursion above any water quality standard, including narrative water quality criteria. In order to comply with this regulation, the permit writer has completed a reasonable potential determination on whether discharges have reasonable potential to cause or contribute to an excursion of the general criteria listed in 10 CSR 20-7.031(4). In instances where reasonable potential exists, the permit includes limitations within the permit to address the reasonable potential. In discharges where reasonable potential does not exist, the permit may include monitoring to later determine the discharge's potential to impact the narrative criteria. Additionally, RSMo 644.076.1, as well as Standard Permit Conditions Part VIII of this permit state it shall be unlawful for any person to cause or allow any discharge of water contaminants from any water contaminant or point source located in Missouri in violation of sections 644.006 to 644.141 of the Missouri Clean Water Law or any standard, rule, or regulation promulgated by the commission.

LAND APPLICATION:

Land application, or surficial dispersion of wastewater and/or sludge, is performed by facilities to maintain a basin as no-discharge. Requirements for these types of operations are found in 10 CSR 20-6.015; authority to regulate these activities is from RSMo 644.026.

- ✓ Not applicable; this permit does not authorize operation of a surficial land application system to disperse wastewater or sludge.

LAND DISTURBANCE:

Land disturbance, sometimes called construction activities, are actions which cause disturbance of the root layer or soil; these include clearing, grading, and excavating of the land. 40 CFR 122.26(b)(14) and 10 CSR 20-6.200(3) requires permit coverage for these activities. Coverage is not required for facilities when only providing maintenance of original line and grade, hydraulic capacity, or to continue the original purpose of the facility.

- ✓ Applicable; this permit provides coverage for land disturbance activities. These activities have SWPPP requirements and may be combined with the standard site SWPPP. Land disturbance BMPs should be designed to control the expected peak discharges. The University of Missouri has design storm events for the 25 year 24 hour storm; these can be found at: http://ag3.agebb.missouri.edu/design_storm/comparison_reports/20191117_25yr_24hr_comparison_able.htm; to calculate peak discharges, the website <https://www.lmnoeng.com/Hydrology/rational.php> has the rational equation to calculate expected discharge volume from the peak storm events.

NUTRIENT MONITORING:

Nutrient monitoring is required for facilities characteristically or expected to discharge nutrients (nitrogenous compounds and/or phosphorus) when the design flow is equal to or greater than 0.1 MGD per 10 CSR 20-7.015(9)(D)8.

- ✓ This is a stormwater only permit; therefore, it is not subject to provisions found in 10 CSR 20-7.015 per 10 CSR 20-7.015(1)(C).

OIL/WATER SEPARATORS:

Oil water separator (OWS) tank systems are frequently found at industrial sites where process water and stormwater may contain oils and greases, oily wastewaters, or other immiscible liquids requiring separation. Food industry discharges typically require pretreatment prior to discharge to municipally owned treatment works. Per 10 CSR 26-2.010(2)(B), all oil water separator tanks must be operated according to manufacturer's specifications and authorized in NPDES permits per 10 CSR 26-2.010(2) or may be regulated as a petroleum tank.

- ✓ Not applicable; this permit does not authorize the operation of OWS. The facility must obtain a separate permit to cover operation of and discharge from these devices.

PERMIT SHIELD:

The permit shield provision of the CWA (Section 402(k)) and Missouri Clean Water Law (644.051.16 RSMo) provides that when a permit holder is in compliance with its NPDES permit or MSOP, they are effectively in compliance with certain sections of the CWA and equivalent sections of the Missouri Clean Water Law. In general, the permit shield is a legal defense against certain enforcement actions but is only available when the facility is in compliance with its permit and satisfies other specific conditions, including having completely disclosed all discharges and all facility processes and activities to the Department at time of application. It is the facility's responsibility to ensure that all potential pollutants, waste streams, discharges, and activities, as well as wastewater land application, storage, and treatment areas, are all fully disclosed to the Department at the time of application or during the draft permit review process. Subsequent requests for authorization to discharge additional pollutants or expanded or newly disclosed flows, or for authorization for previously unpermitted and undisclosed activities or discharges, will likely require permit modification or may require the facility be covered under a site specific permit.

PRETREATMENT PROGRAM:

This permit does not regulate pretreatment requirements for facilities discharging to an accepting permitted wastewater treatment facility. If applicable, the receiving entity (the publicly owned treatment works - POTW) must ensure compliance with any effluent limitation guidelines for pretreatment listed in 40 CFR Subchapter N per 10 CSR 20-6.100. Pretreatment regulations per RSMo 644.016 are limitations on the introduction of pollutants or water contaminants into publicly owned treatment works or facilities.

- ✓ Not Applicable; the facilities covered under this permit are not required to meet pretreatment requirements under an ELG.

PUBLIC NOTICE OF COVERAGE FOR AN INDIVIDUAL FACILITY:

Public Notice of reissuance of coverage is not required unless the facility is a specific type of facility as defined in 10 CSR 20-6.200(1). The need for an individual public notification process shall be determined and identified in the permit [10 CSR 20-6.020(1)(C)5.].

- ✓ Not applicable; public notice is not required for coverage under this permit to individual facilities. The MGP is public noticed in lieu of individual permit PN requirements.

REASONABLE POTENTIAL ANALYSIS (RPA):

Federal regulation 40 CFR Part 122.44(d)(1)(i) requires effluent limitations for all pollutants which are or may be discharged at a level which will cause or have the reasonable potential to cause or contribute to an in-stream excursion above narrative or numeric water quality standard. In accordance with 40 CFR Part 122.44(d)(iii) if the permit writer determines any given pollutant has the reasonable potential to cause or contribute to an in-stream excursion above the water quality standard, the permit must contain effluent limits for the pollutant.

- ✓ The permit writer reviewed industry materials, available past inspections, and other documents and research to evaluate general and narrative water quality reasonable potential for this permit. Permit writers also use the Department's permit writer's manual, the EPA's permit writer's manual (<https://www.epa.gov/npdes/npdes-permit-writers-manual>), program policies, and best professional judgment. For each parameter in each permit, the permit writer carefully considers all applicable information regarding technology based effluent limitations, effluent limitation guidelines, and water quality standards. Best professional judgment is based on the experience of the permit writer, cohorts in the Department and resources at the EPA, research, and maintaining continuity of permits if necessary. For stormwater permits, the permit writer is required per 10 CSR 6.200(6)(B)2 to consider: A. application and other information supplied by the permittee; B. effluent guidelines; C. best professional judgment of the permit writer; D. water quality; and E. BMPs.

SCHEDULE OF COMPLIANCE (SOC):

Per § 644.051, RSMo, a permit may be issued with a Schedule of Compliance (SOC) to provide time for a facility to come into compliance with new state or federal effluent regulations, water quality standards, or other requirements. Such a schedule is not allowed if the facility is already in compliance with the new requirement or if prohibited by other statute or regulation. An SOC includes an enforceable sequence of interim requirements (e.g. actions, operations, or milestone events) leading to compliance with the Missouri Clean Water Law, its implementing regulations, and/or the terms and conditions of an operating permit. *See also* Section 502(17) of the CWA, and 40 CFR 122.2. For new effluent limitations, the permit may include interim monitoring for the specific parameter to demonstrate the facility is not already in compliance with the new requirement. Per 40 CFR 122.47(a)(1) and 10 CSR 20-7.031(11), compliance must occur as soon as possible. If the permit provides a schedule for meeting new water quality based effluent limits, an SOC must include an enforceable, final effluent limitation in the permit even if the SOC extends beyond the life of the permit.

- ✓ Not Applicable: This permit does not contain a SOC.

SETBACKS:

Setbacks, sometimes called separation distances, are common elements of permits and are established to provide a margin of safety in order to protect the receiving water and other features from accidents, spills, unusual events, etc. Specific separation distances are included in 10 CSR 20-8 for minimum design standards of wastewater structures. While wastewater is considered separately from stormwater under this permit, the guides and Chapter 8 distances may remain relevant to requirements under this permit if deemed appropriate by the permittee.

- ✓ Discharge to the watersheds of a Metropolitan No-Discharge Stream (10 CSR 20-7.031 Table F) is authorized by this permit if the discharges are in compliance with 10 CSR 20-7.015(5) and 10 CSR 20-7.031(7). Discharges to these watersheds are authorized for uncontaminated stormwater discharges only.
- ✓ This permit authorizes stormwater discharges which are located in a way to allow water to be released into sinkholes, caves, fissures, or other openings in the ground which could drain into aquifers (except losing streams) per 10 CSR 20-7.015(7). It is the best professional judgment of the permit writer to allow discharges to losing streams as the effluent is stormwater only.
- ✓ This permit authorizes stormwater discharge in the watersheds of Outstanding state Resource Waters (OSRW); Outstanding National Resources Waters (ONRW), which includes the Ozark National Riverways and the National Wild and Scenic Rivers System; and impaired waters as designated in the 305(b) Report provided no degradation of water quality occurs in the OSRW and ONRW due to discharges from the permitted facility per 10 CSR 20-7.015(6)(B) and 10 CSR 20-7.031(3)(C). Additionally, if the facility is found to be causing degradation or contributing to an impairment by discharging a pollutant of concern during an inspection or through complaint investigations, they will be required to become a no discharge facility or obtain a site specific permit with more stringent monitoring and SWPPP requirements. Missouri's impaired waters can be found at <https://dnr.mo.gov/water/what-were-doing/water-planning/quality-standards-impaired-waters-total-maximum-daily-loads/impaired-waters>. Sites within 1000 feet of a OSRW, ONRW, or water impaired for sediment must operate as a no-discharge facility. These additional protections are borrowed from the USEPA 2021 draft Construction General Permit.

SLUDGE – DOMESTIC BIOSOLIDS:

Biosolids are solid materials resulting from domestic wastewater treatment meeting federal and state criteria for beneficial use (i.e. fertilizer). Sewage sludge is solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works; including, but not limited to, domestic septage; scum or solids removed in primary, secondary, or advanced wastewater treatment process; and material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screening generated during preliminary treatment of domestic sewage in a treatment works.

- ✓ This permit does not authorize discharge or land application of biosolids. Sludge/biosolids is not generated by this industry.

SLUDGE – INDUSTRIAL:

Industrial sludge is solid, semi-solid, or liquid residue generated during the treatment of industrial process wastewater in a treatment works; including, but not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment process; scum and solids filtered from water supplies and backwashed; and a material derived from industrial sludge.

- ✓ Not applicable; sludge is not generated by this industry.

SPILL REPORTING:

Any emergency involving a hazardous substance must be reported to the Department's 24 hour Environmental Emergency Response hotline at (573) 634-2436 at the earliest practicable moment after discovery. The Department may require the submittal of a written report detailing measures taken to clean up a spill. These reporting requirements apply when the spill results in chemicals or materials leaving the permitted property or reaching waters of the state. This requirement is in addition to the noncompliance reporting requirement found in Standard Conditions Part I. <https://dnr.mo.gov/waste-recycling/investigations-cleanups/environmental-emergency-response>.

Underground and above ground storage devices for petroleum products, vegetable oils, and animal fats may be subject to control under federal Spill Prevention, Control, and Countermeasure Regulation and are expected to be managed under those provisions, if applicable. Substances regulated by federal law under the Resource Conservation and Recovery Act (RCRA) or the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) which are transported, stored, or used for maintenance, cleaning or repair shall be managed according to the provisions of RCRA and CERCLA.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP):

In accordance with 40 CFR 122.44(k), BMPs must be used to control or abate the discharge of pollutants when: 1) Authorized under section 304(e) of the CWA for the control of toxic pollutants and hazardous substances from ancillary industrial activities; 2) Authorized under section 402(p) of the CWA for the control of stormwater discharges; 3) Numeric effluent limitations are infeasible; or 4) the practices are reasonably necessary to achieve effluent limitations and standards or to carry out the purposes and intent of the CWA. In accordance with the EPA's *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the EPA in 2007 https://www.epa.gov/sites/production/files/2015-10/documents/sw_swppp_guide.pdf, BMPs are measures or practices used to reduce the amount of pollution entering waters of the state from a permitted facility. BMPs may take the form of a process, activity, or physical structure. Additionally, in accordance with the Stormwater Management, a SWPPP is a series of steps and activities to 1) identify sources of pollution or contamination, and 2) select and carry out actions which prevent or control the pollution of storm water discharges. Additional information can be found in *Stormwater Management for Industrial Activities: Developing Pollution Prevention Plans and Best Management Practices* (EPA 832-R-92-006; September 1992).

A SWPPP must be prepared if the SIC code for the facility is found in 40 CFR 122.26(b)(14) and/or 10 CSR 20-6.200(2). A SWPPP may be required of other facilities where stormwater has been identified as necessitating better management.

The purpose of a SWPPP is to comply with all applicable stormwater regulations by creating an adaptive management plan to control and mitigate stream pollution from stormwater runoff. Developing a SWPPP provides opportunities to employ appropriate BMPs to minimize the risk of pollutants being discharged during storm events. The following paragraph outlines the general steps the permittee should take to determine which BMPs will work to achieve the benchmark values or limits in the permit. This section is not intended to be all encompassing or restrict the use of any physical BMP or operational and maintenance procedure assisting in pollution control. Additional steps or revisions to the SWPPP may be required to meet the requirements of the permit.

Areas which should be included in the SWPPP are identified in 40 CFR 122.26(b)(14). Once the potential sources of stormwater pollution have been identified, a plan should be formulated to best control the amount of pollutant being released and discharged by each activity or source. This should include, but is not limited to, minimizing exposure to stormwater, good housekeeping measures, proper facility and equipment maintenance, spill prevention and response, vehicle traffic control, and proper materials handling. Once a plan has been developed, the facility will employ the control measures determined to be adequate to prevent pollution from entering waters of the state. The facility will conduct inspections of the BMPs to ensure they are working properly and re-evaluate any BMP not achieving compliance with permitting requirements. For example if the BMP being employed is deficient in controlling stormwater pollution, corrective action should be taken to repair, improve, or replace the failing BMP. If failures do occur, continue this trial and error process until appropriate BMPs have been established.

The EPA has developed factsheets on the pollutants of concern for specific industries along with the BMPs to control and minimize stormwater (<https://www.epa.gov/npdes/stormwater-discharges-industrial-activities>). Along with EPA's factsheets, the International Stormwater BMP database (<https://bmpdatabase.org/>) may provide guidance on BMPs appropriate for specific industries.

For new, altered, or expanded stormwater discharges, the SWPPP shall identify reasonable and effective BMPs while accounting for environmental impacts of varying control methods. The antidegradation analysis must document why no discharge or no exposure options are not feasible. The selection and documentation of appropriate control measures shall serve as an alternative analysis of technology and fulfill the requirements of antidegradation [10 CSR 20-7.031(3)].

Alternative analysis evaluation of the BMPs is a structured evaluation of BMPs which are reasonable and cost effective. The alternative analysis evaluation should include practices designed to be: 1) non-degrading; 2) less degrading; or 3) degrading water quality. The glossary of the *Antidegradation Implementation Procedure* defines these three terms. The chosen BMP will be the most reasonable and effective management strategy while ensuring the highest statutory and regulatory requirements are achieved and the highest quality water attainable for the facility is discharged. The alternative analysis evaluation must demonstrate why "no discharge" or "no exposure" is not a feasible alternative at the facility. This structured analysis of BMPs serves as the antidegradation review, fulfilling the requirements of 10 CSR 20-7.031(3) Water Quality Standards and *Antidegradation Implementation Procedure*, Section II.B.

- ✓ Applicable: A SWPPP shall be developed and implemented for each site and shall incorporate required practices identified by the Department with jurisdiction, incorporate control practices specific to site conditions, and provide for maintenance and adherence to the plan.

UNDERGROUND INJECTION CONTROL (UIC):

The UIC program for all classes of wells in the State of Missouri is administered by the Missouri Department of Natural Resources and approved by EPA pursuant to section 1422 and 1425 of the Safe Drinking Water Act (SDWA) and 40 CFR 147 Subpart AA. Injection wells are classified based on the liquids which are being injected. Class I wells are hazardous waste wells which are banned by RSMo 577.155; Class II wells are established for oil and natural gas production; Class III wells are used to inject fluids to extract minerals; Class IV wells are also banned by Missouri in RSMo 577.155; Class V wells are shallow injection wells; some examples are heat pump wells and groundwater remediation wells. Domestic wastewater being disposed of sub-surface is also considered a Class V well.

In accordance with 40 CFR 144.82, construction, operation, maintenance, conversion, plugging, or closure of injection wells shall not cause movement of fluids containing any contaminant into Underground Sources of Drinking Water (USDW) if the presence of any contaminant may cause a violation of drinking water standards or groundwater standards under 10 CSR 20-7.031 or other health-based standards or may otherwise adversely affect human health. If the Department finds the injection activity may endanger USDWs, the Department may require closure of the injection wells or other actions listed in 40 CFR 144.12(c), (d), or (e). In accordance with 40 CFR 144.26, the permittee shall submit a Class V Well Inventory Form for each active or new underground injection well drilled, or when the status of a well changes, to the Missouri Department of Natural Resources, Geological Survey Program, P.O. Box 250, Rolla, Missouri 65402. Single family residential septic systems and non-residential septic systems used solely for sanitary waste and having the capacity to serve fewer than 20 persons a day are excluded from the UIC requirements (40 CFR 144.81(9)).

- ✓ Not applicable; this permit does not authorize subsurface wastewater systems or other underground injection. These activities must be assessed under an application for a site specific permit. Certain discharges of stormwater into sinkholes may qualify as UIC. It is important the permittee evaluate all stormwater basins, even those holding water; as sinkholes have varying seepage rates. This permit does not allow stormwater discharges into sinkholes. The facility must ensure sinkholes are avoided in the construction process. The State's online mapping resource <https://modnr.maps.arcgis.com/apps/webappviewer/index.html?id=87ebef4af15d438ca658ce0b2bbc862e> has a sinkhole layer.

VARIANCE:

Per the Missouri Clean Water Law Section 644.061.4, variances shall be granted for such period of time and under such terms and conditions as shall be specified by the commission in its order. The variance may be extended by affirmative action of the commission. In no event shall the variance be granted for a period of time greater than is reasonably necessary for complying with the Missouri Clean Water Law Section 644.006 to 644.141 or any standard, rule, or regulation promulgated pursuant to Missouri Clean Water Law Section 644.006 to 644.141.

- ✓ Not Applicable: This permit is not drafted under premises of a petition for variance.

WASTELOAD ALLOCATIONS (WLA) FOR LIMITATIONS:

Per 10 CSR 20-2.010(78), the amount of pollutant each discharger is allowed by the Department to release into a given stream after the Department has determined total amount of pollutant which may be discharged into the stream without endangering its water quality. Water quality based maximum daily and average monthly effluent limitations were calculated using methods and procedures outlined in USEPA's Technical Support Document For Water Quality-based Toxics Control (TSD) (EPA/505/2-90-001).

- ✓ Not applicable; water quality limitations were not applied in this permit.

WATER QUALITY STANDARDS:

Per 10 CSR 20-7.031(4), General Criteria shall be applicable to all waters of the state at all times, including mixing zones. Additionally, 40 CFR 122.44(d)(1) directs the Department to include in each NPDES permit conditions to achieve water quality established under Section 303 of the CWA, including state narrative criteria for water quality.

WHOLE EFFLUENT TOXICITY (WET) TEST:

Per 10 CSR 20-7.031(1)(FF), a toxicity test conducted under specified laboratory conditions on specific indicator organism; and per 40 CFR 122.2, the aggregate toxic effect of an effluent measured directly by a toxicity test. A WET test is a quantifiable method of determining if a discharge from a facility may be causing toxicity to aquatic life by itself, in combination with, or through synergistic responses when mixed with receiving water.

- ✓ Not applicable: At this time, permittees are not required to conduct a WET test. This permit is for stormwater only.

PART IV – EFFLUENT LIMITATIONS DETERMINATION

EPA Construction General Permit (CGP)

The CGP was used to research and support best professional judgment decisions made in establishing technology-based conditions for this general permit which are consistent with national standards. The permit writer determined the standards established by the CGP are achievable and consistent with federal regulations. Additionally, the conditions reflecting the best practicable technology currently available are utilized to implement the ELG.

In this general permit, technology-based effluent conditions are established through the SWPPP and BMP requirements. Effective BMPs should be designed on a site-specific basis. The implementation of inspections provides a tool for each facility to evaluate the effectiveness of BMPs to ensure protection of water quality. Any flow through an outfall is considered a discharge. Future permit action due to permit modification may contain new operating permit terms and conditions which supersede the terms and conditions, including effluent limitations, of this operating permit.

PART V–REPORTING REQUIREMENTS

SAMPLING:

The permittee is not required to sample stormwater under this permit. The Department may require sampling and reporting as a result of illegal discharges, compliance issues related to water quality concerns or BMP effectiveness, or evidence of off-site impacts from activities at the facility. If such an action is needed, the Department will specify in writing the sampling requirements, including such information as location and extent. If the permittee refuses to perform sampling when required, the Department may terminate the general permit and require the facility to obtain a site-specific permit with sampling requirements.

REPORTING:

There are quarterly reporting requirements for MO-R100xxx land disturbance permits. Project specific information is required to be report to the Department through the eDMR system.

PART VI – RAINFALL VALUES FOR MISSOURI & SURFACE WATER BUFFER ZONES

Knowledge of the 2-year, 24-hour storm event is used in this permit for two main reasons:

- 1) The design, installation, and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants.
- 2) If the seven-day inspection frequency is utilized, an inspection must occur within 48 hours after any storm event equal to or greater than a 2-year, 24 hour storm has ceased.

For site-specific 2-year, 24-hour storm event information utilize the National Oceanic and Atmospheric Administration’s National Weather Service Atlas 14 (NOAA Atlas 14) which is located at https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html. For more information visit; https://www.weather.gov/media/owp/oh/hdsc/docs/Atlas14_Volume8.pdf.

Surface Water Buffer Zones: In order to design controls that match the sediment removal efficiency of a 50-foot buffer, you first need to know what this efficiency is for your site. The sediment removal efficiencies of natural buffers vary according to a number of site-specific factors, including precipitation, soil type, land cover, slope length, width, steepness, and the types of erosion and sediment controls used to reduce the discharge of sediment prior to the buffer. For additional information;

https://www.epa.gov/sites/default/files/2017-02/documents/2017_cgp_final_appendix_g_-_buffer_reqs_508.pdf

PART VII – ADMINISTRATIVE REQUIREMENTS

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

PUBLIC MEETING:

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

PUBLIC NOTICE:

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

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

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

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

DATE OF FACT SHEET: 03/2/2022

COMPLETED BY:

SARAH WRIGHT

MS4 & LAND DISTURBANCE PERMITTING COORDINATOR

MISSOURI DEPARTMENT OF NATURAL RESOURCES

WATER PROTECTION PROGRAM

OPERATING PERMITS SECTION - STORMWATER AND CERTIFICATION UNIT

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