

**REQUEST FOR  
BID (RFB) FORM**

**MAILING ADDRESS:  
MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES, P.O. BOX 270  
JEFFERSON CITY, MO 65102**

REQUEST NO.	9-131219TV
DATE	November 27, 2013

SEALED BIDS, SUBJECT TO THE CONDITIONS ON ALL PAGES OF  
THIS RFB WILL BE RECEIVED AT THIS OFFICE UNTIL

**2:00 PM LOCAL TIME; December 19, 2013**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES OR SERVICES. SIGN AND RETURN  
BEFORE TIME SET FOR OPENING.

**BIDS TO BE BASED F.O.B.  
MISSOURI DEPARTMENT OF TRANSPORTATION**

**Stockton, MO**

**BUYER:** Tom Veasman **EMAIL:** [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov)

**BUYER TELEPHONE:** 573-522-4404

The purpose of this Request For Bids (RFB) is to accept bids for the contractor to provide and construct a pole barn located at Stockton, MO in accordance with the plans and as directed by the Facility Operations Supervisor. The project described as "**Stockton Pole Barn Project**" shall be completed according to project drawings and specifications. The pricing being solicited under this RFB is for bids to be rendered to the Missouri Highways and Transportation Commission (hereinafter, "MHTC" or "Commission"), acting by and through its operating arm, the Missouri Department of Transportation (hereinafter, "MoDOT").

**Notice to Bidders**

This Request For Bid seeks bids from qualified organizations to provide and construct the Stockton Pole Barn at 509 West Highway 32, Stockton, MO 65785. MoDOT will receive bids at the following mailing address: P.O. Box 270, Jefferson City, MO 65102-0270, or hand-delivered in a sealed envelope to the following physical address: General Services Procurement at 830 MoDOT Drive, Jefferson City, MO 65109 until 2:00 p.m., December 19, 2013. Faxed or e-mailed bids will not be accepted. Bid forms and information may be obtained by contacting Tom Veasman at 573-522-4404, [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov), or electronically download them at no charge from: [http://contribute.modot.mo.gov/business/contractor\\_resources/FacilitiesConstructionandMaintenance.htm](http://contribute.modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm)

Prevailing wage as established by the Missouri Department of Labor and Industrial Relations shall apply. Bid securities in the amount of 5% of the bid will be required to accompany bids. Bids must be made on forms provided by the Commission. The Commission reserves the right to reject any or all bids and to waive irregularity in the bids and the bidding. No bid may be amended or withdrawn after the bid is opened.

**Written Questions:** All written questions must be addressed to Tom Veasman no later than 11:00 a.m., Local Time, Friday, December 13, 2013 at the following mailing address: Missouri Dept. of Transportation, General Services Procurement Unit, P.O. Box 270, Jefferson City, MO 65102-0270 or by e-mail to [tom.veasman@modot.mo.gov](mailto:tom.veasman@modot.mo.gov). Any questions received after this deadline will not be accepted. MoDOT may issue an addendum and post the responses to all questions on-line for vendors to retrieve. Responses to the questions will be posted on MoDOT's website at:

[http://contribute.modot.mo.gov/business/contractor\\_resources/FacilitiesConstructionandMaintenance.htm](http://contribute.modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm)

in the form of a written addendum. It is anticipated this addendum will be issued on the afternoon of Friday, December 13, 2013. It is the sole responsibility of the Bidder to check for any and all addendums throughout the Bid process.

**(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)**

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein.

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_

**Is your firm MBE certified?** ☐ Yes ☐ No

**Title:** \_\_\_\_\_  
**Is your firm WBE certified?** ☐ Yes ☐ No

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Terms & Conditions (Attached)

County of Cedar Wage Order (Separate Attachments)

Project Drawings (Separate Attachment)

### FINAL CHECKLIST BEFORE SUBMITTING BID

- \_\_\_\_\_1.      Complete the Bid Form by filling in the total dollar amount of the bid; listing any addenda which may have been issued; filling in the dollar amount of the bidder's check or Bid Bond, sign the proper signature line, and supply the required information in connection with the signature for the individual bidder, joint adventurer, or corporation.
  
- \_\_\_\_\_2.      Submit Bid Bond executed by the bidder and surety. Bidders are required to use the Bid Bond furnished by the Commission or attach cashier's check to Bid Bond form. Personal checks are not accepted.
  
- \_\_\_\_\_3.      Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.
  
- \_\_\_\_\_4.      Complete Vendor Information and Preference Certification Form.
  
- \_\_\_\_\_5.      Complete the form that is applicable to your company. Either the:  

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT (for use by corporations)

or the

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP.
  
- \_\_\_\_\_6.      If addenda(s) are issued attach to the back of the bid package.

## **NEWSPAPER ADVERTISEMENT**

### **Notice to Contractors**

MoDOT will receive bids at its General Services, Procurement Section, 830 MoDOT Drive, Jefferson City, MO until 2:00 p.m., December 19, 2013 to provide and construct a 150' X 50' pole barn located at 509 West Highway 32, Stockton, MO 65785. Contact Tom Veasman at 573-522-4404 or [Tom.Veasman@modot.mo.gov](mailto:Tom.Veasman@modot.mo.gov) to obtain plans, forms, and information or download them at no charge from: [http://contribute.modot.mo.gov/business/contractor\\_resources/FacilitiesConstructionandMaintenance.htm](http://contribute.modot.mo.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm)

## BIDDER REQUIREMENTS

### 1. SCOPE OF WORK

Provide and construct a pre-engineered pole structure having nominal dimensions of 150'-0" long x 50'-0" deep with a truss bearing height of 16'-4" (See Pole Barn Drawings).

### 2. DEFINITIONS

Architect/Engineer/Designer: When the term "Architect or Engineer or Designer" is used herein, it shall refer to **Larry Carver, 573-526-7934(office)**.

MoDOT Inspector or Facility Operations Supervisor: When the term "MoDOT Inspector or Facility Operations Supervisor" is used herein, it shall refer to those MoDOT individuals authorized to perform site inspections by **Brad Leonard, [Facility Operations Supervisor in the Southwest District], 816-895-7700 (Office) or 816-839-9462 (Cell)**

**Owner: When the term "Owner" is used herein, it shall refer to Missouri Department of Transportation (MoDOT).**

### 3. BID INSTRUCTIONS

In order to receive consideration, bids must be made in strict accordance with the following.

- A. Make bids, upon the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection of the bid.
- B. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.
- C. Address bids to the Missouri Department of Transportation, and deliver to the address given in the Invitation for Bid, on or before the day and hour set for opening the bids. Enclose each bid in a sealed envelope bearing the title of the Work, the name of the bidder, and the date and hour of the bid opening. Submit only the original signed copy of the bid. It is the sole responsibility of the bidder to see that the bid is received on time.

### 4. INVOICING AND PAYMENT

- A. Each invoice should be itemized in accordance with items listed on the contract in accordance with Section 01019, Contract Considerations, Applications for Payment provisions. Failure to comply with this requirement may delay processing of invoices for payment.
- B. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Commission shall not make any advance deposits.
- C. The Commission assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the Commission's rejection and shall be returned at the Contractor's expense.
- D. The Commission reserves the right to purchase goods and services using the state-purchasing card.

### 5. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- A. Before submitting a bid, each bidder shall examine the Drawings carefully, read the Specifications and all other proposed Contract Documents, and visit the site of the work. Each bidder shall fully inform themselves, prior to bidding, as to existing conditions and limitations under which the Work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the Work, as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.
- B. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to the state. Contractor will comply with local laws involving safety in the prosecution of the work.

6. PROOF OF COMPETENCY OF BIDDER

A bidder may be required to furnish evidence, satisfactory to the Commission, that he and his proposed subcontractor(s) have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

7. AWARD OR REJECTION OF BIDS

The Contract, if awarded, will be made on an "All or None" basis using the "lowest and best" principle of award, subject to the Commission's right to reject any or all bids and to waive informality and irregularity in the bids and in the bidding.

8. CONTRACT DOCUMENTS

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the successful bidder to whom the contract is awarded, hereinafter "Contractor" and the duly authorized representative of the Commission, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

9. SUBMITTALS

Review of Submittals. The MoDOT review of submittals is only for the limited purpose of checking for conformance with information given and seeing if they conform to design intent. MoDOT is not responsible for determining the accuracy of measurements and completeness of details, for verifying quantities, or for checking fabrication or installation procedures. MoDOT's review does not relieve the contractor of his or her responsibilities under the contract documents. The submittal process shall be carried out as outlined in Section 01300, Submittals.

10. WORK QUALITY

- A. Inspection of Work. The MoDOT designated representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other data and records relating to the work. If requested by the MoDOT designated representative, the contractor shall at any time before final acceptance of the work uncover any portion of the finished work as directed for inspection. After examination, the contractor shall restore said portions of the work to the standards required by the contract. Should the work thus exposed and examined prove acceptable, the actual cost of uncovering, removing and replacing shall be paid by the Commission. Should the work so exposed and examined prove unacceptable, the uncovering, removing and replacing shall be at the expense of the contractor.
- B. Defective Work. All work which has been rejected shall be remedied, or if necessary, removed and replaced in an acceptable manner by the contractor at its expense. If the contractor fails to remedy or replace such defective work immediately after receiving written notice from the MoDOT designated representative, the Commission may employ labor to correct the defective work, and the cost incurred in making such corrections shall be deducted from the payment due or to become due the contractor under this contract.
- C. Contractor will provide a one-year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty whichever is greater. All warranties, including extended service agreements shall begin upon MoDOT's written acceptance of the punch list items.
- D. Contractor's Responsibility for Work. Until the MoDOT designated representative, accepts the work, it shall be in the custody and under the charge and care of the contractor. Contractor shall rebuild, repair, restore or make good at its own expense any lost or stolen Commission-owned material and all injuries or damages to any portion of the work caused by action of the elements or from any other reason before its completion and final acceptance. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.

- E. Preservation of Utilities and Monuments. The contractor shall be responsible for the preservation of all public and private utilities, wires, lines, pipes, poles, cables, and conduit at the site of the work and shall use every precaution necessary to prevent damage or injury thereto. The contractor shall not disturb or damage any land monument or property landmark until an authorized agent has witnessed or otherwise referenced, their location and shall not remove them until directed by the MoDOT designated representative.
- F. Cooperation with Other Contractors. The contractor shall arrange its work so as not to interfere with the operations of other contractors of the Commission which might be engaged in performing adjacent or nearby work. Whenever work being done by other contractors is contiguous or related to the work involved in this contract, the respective rights of the various contractors will be determined by the MoDOT designated representative in order to secure the completion of the work under all contracts in general harmony.
- G. The contractor will be required to remove from the Commission's property all debris.
- H. Temporary Suspension of Work. The MoDOT designated representative shall have authority to suspend work, wholly or in part, for such period or periods of time as he may deem necessary when weather or other conditions are such that in the opinion of the MoDOT designated representative the work may be done at a later time with advantage to the Commission or for failure on the part of the contractor to comply with any of the provisions of the contract. The contractor may suspend work for reasonable cause with written approval of the MoDOT designated representative. Liquidated damages shall not accrue during the period in which work is suspended with the approval of the MoDOT designated representative. However, if the suspension is because of the contractor's failure to comply with any of the provisions of the contract, the contractor shall not be entitled to an extension of completion time nor to a waiver of liquidated damages. In the event work is suspended, the contractor shall store all materials in a manner that will protect them from damage, and shall take every precaution to prevent damage or deterioration of, the portions of the work completed. If work has been discontinued for any reason, the contractor shall give the MoDOT designated representative written notice at least forty-eight (48) hours before resuming operations.

## 11. CHANGE ORDERS

- A. General. All departures from the plans and specifications will be considered unauthorized unless, before proceeding with the work, the contractor has had delivered to it a change order, signed by the MoDOT designated representative, authorizing and directing such changes or departures. All unauthorized work shall be at the contractor's expense and the MoDOT designated representative may order such unauthorized work removed and replaced at the contractor's expense.
- B. Overhead and Profit on Change Orders. The percentages for overhead and profit charged on Change Orders and Field Work Authorizations shall be negotiated and may vary according to the nature, extent and complexity of the work involved. However, the overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to put the change order work in place.
- C. Contractor's Procedure for Claims. If the contractor considers additional compensation may be due for work or material not clearly covered in the contract or ordered in writing by the MoDOT designated representative as extra work, or if additional compensation may be requested beyond the scope of such provisions, the contractor shall notify the MoDOT designated representative in writing of the intention to make a claim before beginning the work in question. If notification is not given and the MoDOT designated representative is not afforded proper facilities by contractor to provide necessary inspection and for keeping strict account of actual cost, the contractor agrees to waive any claims for additional compensation. Notice by the contractor, and the fact that the MoDOT designated representative has kept account of the cost shall not be construed as substantiating the validity of the claim. The contractor shall file a written notice of claim for additional compensation in triplicate within 60 days after completing the work in question.
  - a. If the claim is against the Commission, the notice of claim shall be personally delivered, or sent by certified mail to the office of the Secretary of the Commission in Jefferson City, Missouri. All notices of claims shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

- b. Any claim or an item of any claim, not included in the notice and statement, or any claim included but not clearly defined and specifically set out and itemized or any claim not filed within the time and in the manner provided, shall be forever waived and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration.
- c. All claims filed with Missouri Highway and Transportation Commission's Secretary will be forwarded to the Missouri Department of Transportation's Claims Committee.

12. QUALITY MANAGEMENT OVERSIGHT

- A. MoDOT **will not provide daily inspection** and quality assurance on this project, therefore the contractor must provide quality management oversight.
- B. Quality management oversight gives the contractor the primary role and responsibility for incorporating quality assurance into the project from start to finish.
- C. MoDOT staff will be available for Hold Point inspections at the times established in the project schedule. The inspections may be rescheduled as needed, but a minimum 24-hour advance notification from the contractor is required unless otherwise approved by the MoDOT Inspector.

13. HOLD POINTS

- A. Hold Points are events that require approval prior to continuation of work. Hold Points occur at definable stages of work or progress phases when succeeding work depends on acceptance of the proceeding work.
- B. **The Hold Points for this project are as follows:**
  - 1. After the holes for the poles are dug, check to determine proper depth.
  - 2. After the frame poles have been set, check for alignment and plumb.
  - 3. After all frame members have been installed inspect connections and fasteners prior to installation of exterior metal siding and roof.
  - 4. After completion of project perform final inspection.

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

**All bidders must furnish ALL applicable information requested below**

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b>  <b>Phone #:</b>  Cellular #:  Fax #:
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - State of domicile:
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:  <i>If additional space is required, please attach an additional sheet and identify it as <b><u>Addresses of Missouri Offices or Places of Business.</u></b></i>	
<b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises ( <b><u>M/WBE</u></b> ) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 33%;"><u>M/WBE Name</u></div> <div style="width: 33%;"><u>Percentage of Contract</u></div> <div style="width: 33%;"><u>M/WBE Certifying Agency</u></div> </div> <div style="margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 33%;"></div> <div style="border-bottom: 1px solid black; width: 33%;"></div> <div style="border-bottom: 1px solid black; width: 33%;"></div> </div>	
<i>If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b></i>	

## Preference Certification

**All bidders must furnish ALL applicable information requested below**

<b>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
<i>If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b></i>	
<b>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:  <b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.  <b>Service-Disabled Veteran Business</b> is defined as a business concern: <ol style="list-style-type: none"> <li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ol>	
<u>Veteran Information</u>	<u>Business Information</u>
<div style="border-bottom: 1px solid black; width: 100%;"></div> Service-Disabled Veteran's Name (Please Print)	<div style="border-bottom: 1px solid black; width: 100%;"></div> Service-Disabled Veteran Business Name
<div style="border-bottom: 1px solid black; width: 100%;"></div> Service-Disabled Veteran's Signature	<div style="border-bottom: 1px solid black; width: 100%;"></div> Missouri Address of Service Disabled Veteran Business



00301

**BID FORM**

To: The Missouri Highway and Transportation Commission  
PO Box 270  
Jefferson City, Missouri 65102

1. The undersigned, having examined the proposed Contract Documents titled: **9-131219TV – Stockton Pole Barn Project** and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the General Services-Facility Operations Supervisor or designated representative of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

\_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_)

2. The undersigned, acknowledges having examined and being familiar with the contract documents including the drawings, the Instructions to Bidders, General Conditions, Supplementary Conditions and the body of technical specifications.
3. The undersigned acknowledges receipt of Addenda number \_\_\_\_\_ through \_\_\_\_\_ inclusive.
4. Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum, the amount being \_\_\_\_\_ DOLLARS  
(\$\_\_\_\_\_).

**IF AN INDIVIDUAL**

\_\_\_\_\_  
Name of individual

\_\_\_\_\_  
Residence address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Firm Name, If Any

\_\_\_\_\_  
Address for communications

\_\_\_\_\_  
Signature

**IF A PARTNERSHIP**

_____	(State Name and Residence Address of All Partners)
Name of Partnership	_____
_____	_____
Partner	Residence Address
_____	_____
Partner	Residence Address
_____	_____
_____	Federal Tax I.D. Number
_____	_____
Address for Communications	Signature of Either Partner
_____	_____
Telephone Number	

**IF A CORPORATION**

_____	Incorporated under the laws of the
Name of Corporation	State of _____
_____	Corporate License No. _____
Name and Title of Officer	(If a corporation organized in a state other than
_____	Missouri, attach Certificate of Authority to do
Signature of officer	business in the State of Missouri.)
_____	_____
_____	Federal Tax I.D. Number
_____	(ATTEST)
Address for Communications	_____
_____	(SEAL) Secretary
Telephone Number	

(Each bidder must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature. The information called for is necessary in the proper preparation of the contract and performance bond.)

**Exhibit A**  
**ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
Affiant name  
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to  
this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly  
title business name  
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

\_\_\_\_\_  
Notary Public

My commission expires:

*[documentation of enrollment/participation in a federal work authorization program attached]*

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant,  
owner or partner business name  
contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting  
by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

My commission expires:

00430

**SUBCONTRACTOR LISTING**

1. For portions of Work equaling or exceeding 1% of the total proposed Contract Sum, the undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own forces.

2. Portion of the Work: Subcontractor name and address:

_____	_____
	_____
	_____
_____	_____
	_____
	_____
_____	_____
	_____
	_____

USE ADDITIONAL SHEETS  
IF REQUIRED

PROVIDE SIGNATURE  
IDENTICAL TO THAT  
SHOWN ON THE BID FORM

BIDDER:

\_\_\_\_\_

by \_\_\_\_\_

00600

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,  
as Surety, are held firmly bound unto the State of Missouri (acting by and through the Missouri Highway and  
Transportation Commission) in the penal sum of

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), to be paid to the State of Missouri, or the Missouri Highway and Transportation  
Commission, to be credited to the State Road Fund and Principal and Surety binding themselves, their heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that:  
WHEREAS, the Principal is submitting herewith a bid to the Missouri Highway and Transportation Commission on  
Facilities Project(s) \_\_\_\_\_,  
in \_\_\_\_\_ County(ies), Request for Bid number \_\_\_\_\_,  
for construction or improvement as set out in said bid.

NOW THEREFORE, if the Missouri Highway and Transportation Commission shall accept the bid of the Principal,  
and if said Principal shall properly execute and deliver to the Missouri Highway and Transportation Commission the  
Contract, Contract Bond, Specifications and evidence of insurance coverage in compliance with the requirements of  
the Bid, to the satisfaction of the Missouri Highway and Transportation Commission, then this obligation shall  
be void and of no effect, otherwise to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Missouri Highway and Transportation Commission, fail to  
comply with any requirement as set forth in the preceding paragraph, then the State of Missouri, acting through the  
Missouri Highway and Transportation Commission, shall immediately and forthwith be entitled to recover the fees,  
and any other expense of recovery.

_____ Principal	_____ Surety
By _____	_____ Attorney in Fact (SEAL)

Attest: (CORPORATE SEAL)

\_\_\_\_\_  
Corporate Secretary

Note: This bond must be executed by the Principal and by a Corporate Surety authorized to conduct  
surety business in the State of Missouri.

**END OF SECTION**

**01019**

**CONTRACT REQUIREMENTS**

**PART 1        GENERAL**

**1.1        SECTION INCLUDES**

- A.        Schedule of values.
- B.        Applications for payment.
- C.        Change procedures.
- D.        Defect assessment
- E.        Alternatives.

**1.2        RELATED SECTIONS**

- A.        Section 01600 - Material and Equipment: Product substitutions.

**1.3        SCHEDULE OF VALUES**

- A.        Submit a printed schedule on Contractor's standard form. Electronic media printout will be considered.
- B.        Submit Schedule of Values in duplicate within 20 days after date of Owner-Contractor Agreement.
- C.        Revise schedule to list approved Change Orders, with each Application for Payment.

**1.4        APPLICATIONS FOR PAYMENT**

- A.        Submit one copy of each application on Contractor's electronic media driven form.
- B.        Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C.        Payment Period: 30 days.
- D.        Include an updated construction progress schedule.
- E.        Certified payroll records.

**1.5        CHANGE PROCEDURES**

- A.        The Architect/Engineer/Designer may issue a Notice of Change that includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required.
- B.        The Contractor may propose changes by submitting a request for change to the Architect/Engineer/Designer describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, the effect on the Contract Sum/Price and Contract Time, and a statement describing the effect on Work by the MoDOT District or other Contractors.
- C.        Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect/Engineer/Designer.

- D. Construction Change Directive: Architect/Engineer/Designer may issue a directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- E. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect/Engineer/Designer will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- F. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- G. Execution of Change Orders: Architect/Engineer/Designer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

#### 1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specify requirements.
- B. If, in the opinion of the Architect/Engineer/Designer, it is not practical to remove and replace the Work, the Architect/Engineer/Designer will direct an appropriate remedy or adjust payment.

#### 1.7 ALTERNATIVES

- A. Accepted Alternatives will be identified in Owner-Contractor Agreement.

**END OF SECTION**



**COORDINATION AND MEETING REQUIREMENT**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Preinstallation meeting.
- G. Cutting and Patching.
- H. Alteration project procedures.

**1.2 COORDINATION AND PROJECT CONDITIONS**

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to and placing in service, such equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work, which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, conceal pipes, ducts and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

**1.3 FIELD ENGINEERING**

- A. Owner will locate and protect survey control and reference points.
- B. Control datum for survey is that established by Owner provided survey.
- C. Verify setbacks and easements; confirm drawing dimensions and elevations.
- D. Provide field engineering services. Establish elevations, lines and levels, utilizing recognized engineering survey practices.

#### 1.4 PRECONSTRUCTION MEETING

- A. Architect/Engineer/Designer will schedule a meeting after Notice of Award.
- B. Attendance Required: District engineer or representative, Architect/Engineer/Designer and Contractor.
- C. Record minutes and distribute copies within 5 days after meeting to participants, with two copies to District Engineer, Architect/Engineer/Designer, participants and those affected by decisions made.

#### 1.5 SITE MOBILIZATION MEETING

- A. Architect/Engineer/Designer will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Architect/Engineer/Designer will record minutes and distributes copies within 5 days after meeting to participants, with two copies to Architect/Engineer/Designer, participants and those affected by decisions made.

#### 1.6 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at when arranged by Architect/Engineer/Designer.
- B. Architect/Engineer/Designer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, District engineer representative, Architect/Engineer/Designer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review of Work progress.
  - 2. Field observations, problems, and decisions.
  - 3. Identification of problems, which impede planned progress.
  - 4. Maintenance of progress schedule.
  - 5. Corrective measures to regain projected schedules.
  - 6. Coordination of projected progress.
  - 7. Effect of proposed changes on progress schedule and coordination.
- E. Record minutes and distributes copies within 5 days after meeting to participants and those affected by decisions made.

#### 1.7 PREINSTALLATION MEETING

- A. When required in individual specification sections, convene a pre-installation meeting at the site prior to commencing work of the section.
- B. Notify Architect/Engineer/Designer seven days in advance of meeting date.
- C. Prepare agenda and preside at meeting:
  - 1. Review conditions of installation, preparation and installation procedures.
  - 2. Review coordination with related work.
- D. Record minutes and distributes copies within 5 days after meeting to participants and those affected by decisions made.

## **PART 2 PRODUCTS**

Not used

## **PART 3        EXECUTION**

### **3.1        CUTTING AND PATCHING**

- A.        Employ skilled and experienced installer to perform cutting and patching.
- B.        Submit written request in advance of cutting or altering elements, which affect:
  - 1.        Structural integrity of element.
  - 2.        Integrity of weather-exposed or moisture-resistant elements.
  - 3.        Work of Owner or separate contractor.
- C.        Execute cutting, fitting, and patching to complete Work, and to:
  - 1.        Uncover Work to install or correct ill-timed Work.
  - 2.        Remove and replace defective and non-conforming Work.
  - 3.        Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D.        Cut masonry and concrete materials using masonry saw or core drill.
- E.        Fit Work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F.        Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- G.        Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- H.        Identify hazardous substances or conditions exposed during the Work to the Architect/Engineer/Designer for decision or remedy.

### **3.2        ALTERATION PROJECT PROCEDURES**

- A.        Materials: As specified in Product sections; match existing Products and work for patching and extending work.
- B.        Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C.        When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect/Engineer/Designer for review.
- D.        Patch or replace portions of existing surfaces that are damaged, lifted, discolored or showing other imperfections.
- E.        Finish surfaces as specified in individual Product sections.

**END OF SECTION**

**01300**

**SUBMITTAL REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Product Data.
- E. Shop Drawings.
- F. Samples.
- G. Design data.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Erection drawings.

**1.2 RELATED SECTIONS**

- A. Section 01300 - Submittals
- B. Section 01400 - Quality Control: Manufacturers' field services and reports.
- C. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates and closeout submittals.

**1.3 REFERENCES**

- A. AGC Associated General Contractors of America publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

**1.4 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with Architect/Engineer/Designer accepted form.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and deliver to Architect/Engineer/Designer at business address. Coordinate submission of related items.
- E. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- G. Submittals not requested will not be recognized or processed.

## 1.5 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 15 days after date established in Notice to Proceed.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first workday of each week.

## 1.6 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation and reference standards.

## 1.7 PRODUCT DATA

- A. Product Data for Review:
  - 1. Submitted to Architect/Engineer/Designer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Product Data for Information:
  - 1. Submitted for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.
- C. Product Data for Project Closeout:
  - 1. Submitted for the Owner's benefit during and after project completion.
- D. Submit the number of copies, which the Contractor requires, plus two copies that will be retained by the Architect/Engineer/Designer.
- E. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

## 1.8 SHOP DRAWINGS

- A. Shop Drawings for Review:
  - 1. Submitted to Architect/Engineer/Designer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Shop Drawings for Information:
  - 1. Submitted for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.

- C. Shop Drawings for Project Closeout:
  - 1. Submitted for the Owner's benefit during and after project completion.
- D. Indicate special utility and electrical characteristics, utility connection requirements and location of utility outlets for service for functional equipment and appliances.
- E. Submit in the form of one reproducible transparency and one opaque reproduction.

#### 1.9 SAMPLES

- A. Samples for Review:
  - 1. Submitted to Architect/Engineer/Designer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.
- B. Samples for Information:
  - 1. Submitted for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.
- C. Samples for Selection:
  - 1. Submitted to Architect/Engineer/Designer for aesthetic, color, or finish selection.
  - 2. Submit samples of finishes for Architect/Engineer/Designer selection.
  - 3. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

#### 1.10 DESIGN DATA

- A. Submit for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.11 TEST REPORTS

- A. Submit for the Architect/Engineer/Designer's knowledge as contract administrator or for the Owner.
- B. Submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

#### 1.12 CERTIFICATES

- A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Architect/Engineer/Designer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product but must be acceptable to Architect/Engineer/Designer.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, and start-up, adjusting and finishing, to Architect/Engineer/Designer for delivery to owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention and special environmental criteria required for application or installation.
- C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.

1.14 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Architect/Engineer/Designer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.15 ERECTION DRAWINGS

- A. Submit drawings for the Architect/Engineer/Designer's benefit as contract administrator or for the Owner.
- B. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect/Engineer/Designer or Owner.

**END OF SECTION**

## 01400

### QUALITY CONTROL REQUIREMENTS

#### PART 1 GENERAL

##### 1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References and standards.
- D. Testing and inspecting laboratory services.
- E. Manufacturers' field services.

##### 1.2 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.
- C. Section 01650 - Starting of Systems.

##### 1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer/Designer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

##### 1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer/Designer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

##### 1.5 REFERENCES AND STANDARDS

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



- B. Conform to reference standard by date of issue current on date for receiving bids or date specified in the individual specification sections, except where a specific date is established by code.
- C. Neither the contractual relationships, duties or responsibilities of the parties in Contract nor those of the Architect/Engineer/Designer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.6 TESTING SERVICES

- A. Contractor to provide all testing services as called out in these specifications.
- B. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Architect/Engineer/Designer or the Owner.
- C. Testing does not relieve Contractor to perform Work to contract requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same MoDOT personnel on instructions by the Architect/Engineer/Designer.

#### 1.7 INSPECTION SERVICES

- A. Owner will employ MoDOT Personnel to perform inspection.
- B. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the Architect/Engineer/Designer or the Owner.
- C. Inspecting does not relieve Contractor to perform Work to contract requirements.

#### 1.8 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and the balancing of equipment as applicable and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Refer to Section 01300 - SUBMITTALS, MANUFACTURERS' FIELD REPORTS article.

### **PART 2 EXECUTION**

#### 2.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

#### 2.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer or conditioner prior to applying any new material or substance in contact or bond.

**END OF SECTION**

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROL REQUIREMENTS**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Temporary Utilities: Water and sanitary facilities.
- B. Temporary Controls: enclosures and fencing, protection of the Work and water control.
- C. Construction Facilities: progress cleaning and temporary buildings.

1.2 TEMPORARY WATER SERVICE

- A. Connect to existing water source as directed for construction operations at time of project mobilization.

1.3 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

1.4 FENCING

- A. Construction: Use plastic mesh safety fencing or better.
- B. Provide 48" high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.5 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.6 EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.7 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.8 SECURITY

- A. Provide security and facilities to protect Work and existing facilities and Owner's operations from unauthorized entry, vandalism or theft.
- B. Coordinate with Owner's security program.

1.9 ACCESS ROADS

- A. Provide and maintain access to fire hydrants, free of obstructions.
- B. Provide means of removing mud from vehicle wheels before entering streets.
- C. Designated existing on-site roads may be used for construction traffic.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris and rubbish from site periodically and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**01600**

**MATERIAL AND EQUIPMENT REQUIREMENT**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

**1.2 RELATED SECTIONS**

- A. Instructions to Bidders: Product options and substitution procedures.
- B. Section 01400 - Quality Control: Product quality monitoring.

**1.3 PRODUCTS**

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.

**1.4 TRANSPORTATION AND HANDLING**

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct and products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement or damage.

**1.5 STORAGE AND PROTECTION**

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement or damage.

- I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

#### 1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description is acceptable.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

#### 1.7 SUBSTITUTIONS

- A. Architect/Engineer/Designer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
  - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Will provide the same warranty for the Substitution as for the specified Product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
  - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - 2. Submit shop drawings, product data and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
  - 3. The Architect/Engineer/Designer will notify Contractor in writing of decision to accept or reject request.

### **PART 2 PRODUCTS**

Not Used.

### **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**STARTING OF SYSTEMS REQUIREMENT**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Starting systems.
- B. Demonstration and instructions.

**1.2 RELATED SECTIONS**

- A. Section 01400 - Quality Control: Manufacturers field reports.
- B. Section 01700 - Contract Closeout: System operation and maintenance data and extra materials.

**1.3 STARTING SYSTEMS**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect/Engineer/Designer seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, and control sequence and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01300 that equipment or system has been properly installed and is functioning correctly.

**1.4 DEMONSTRATION AND INSTRUCTIONS**

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Final Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance and shutdown of each item of equipment at agreed time, at equipment location.

- E. Prepare and insert additional data in operations and maintenance manuals when the need for additional data becomes apparent during instruction.
- F. The amount of time required for instruction on each item of equipment and system that's specified in individual sections.

**PART 2        PRODUCTS**

Not Used.

**PART 3        EXECUTION**

Not Used.

**END OF SECTION**

**CONTRACT CLOSEOUT REQUIREMENT**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Closeout procedures.
- B. Final cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and maintenance data.
- F. Spare parts and maintenance products.
- G. Warranties.

**1.2 RELATED SECTIONS**

- A. Section 01500 - Construction Facilities and Temporary Controls: Progress cleaning.
- B. Section 01650 - Starting of Systems: System start-up, testing, adjusting and balancing.

**1.3 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer/Designer's review.
- B. Provide submittals to Owner that is required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.
- D. Owner will occupy portions of the building as specified in Section 01010.

**1.4 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean or replace filters of operating equipment used during construction and/or adjustment.
- D. Clean debris from roofs, gutters, downspouts and drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish and construction facilities from the site.

**1.5 ADJUSTING**

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

**1.6 PROJECT RECORD DOCUMENTS**

- A. Store record documents separate from documents used for construction.
- B. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products



installed, including the following:

1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by Addenda and modifications.
- D. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish main floor datum.
  2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  4. Field changes of dimension and detail.
  5. Details not on original Contract drawings.
- E. Submit documents to Architect/Engineer/Designer's with claim for final Application for Payment.

#### 1.7 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned with Architect/Engineer/Designer comments. Revise content of all document sets as required prior to final submission.
- E. Submit two sets of revised final volumes, within 10 days after final inspection.

#### 1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra Products in quantities specified individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the Owner.

#### 1.9 WARRANTIES

- A. Execute and assemble transferable warranty documents from Subcontractors, suppliers and manufacturers.
- B. Submit prior to final Application for Payment.
- C. For items of Work delayed beyond date of Final Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of the warranty period.

### **PART 2 PRODUCTS**

Not Used.

### **PART 3 EXECUTION**

Not Used.

**END OF SECTION**

**PRE-ENGINEERED POLE STRUCTURES****PART 1 GENERAL**

The following Pre-Engineered Post Frame Structure specifications are based on requirements of Stockade Buildings other manufacturer's meeting these specifications will be accepted.

**Manufacturer Qualifications:**

Company specializing in manufacturing and supplying Pre-Engineered Post Frame Buildings specified in this section with three years documented experience.

Design structural components, develop shop drawings, and perform shop work under direct Supervision of a professional Structural Engineer experienced in design of this work and licensed in the State of Missouri.

**Laminated Foundation Columns and Footings:**

The structural nail laminated foundation columns shall be three members No. 1 or better Southern Pine, Kiln dried to 19% moisture content. Foundation columns shall be pressure treated with a wood preservative to a retention of 0.8 pounds per cubic foot and kiln dried after treating to 19% maximum moisture content. The wood preservative shall be Chromated Copper Arsenate Type III, Oxide type; or equal as listed in Federal Specification TT-W-571J. The preservative shall penetrate 100% of the sapwood. A letter of certification from the wood preserver shall be furnished with certifies the 0.8 pcf preservative retention for a 0 to 0.75" assay zone.

The foundation columns shall be accurately placed and shall extend 4'-0" minimum below grade. The foundation column shall have a 1/2" diameter x 10" long steel rod, located 3-1/2" up from the base, and extending through all (3) members. Base of column shall be set in a footing of 28 day test verified 3,000 psi compressive strength dry concrete mix, half under and half around to permanently attach the footing and foundation column. The footing shall bear on undisturbed soil. Footing size shall be determined from applied structural loads and 4,000 #/S.F. presumptive soil bearing capacity. After accurate placement of foundation column and specified footing, hole shall be backfilled with dry, debris-free dirt compacted in 8" lifts.

**Laminated Upper Columns:**

No. 1 or better Southern Pine nail and glue laminated repetitive S4S members of 19% maximum moisture content shall be sized according to dimensions of structure and required structural loads.

**Foundation Column to Upper Column Connection:**

Structural design shall show, by test or calculation, the foundation column to upper column connection to be adequate for all imposed bending and axial forces.

**Splash Boards:**

Splashboards are No. 2 or better Southern Pine nominal 2x8 S4S pressure treated to a net retention of 0.4 pounds per cubic foot with MCQ in accordance with American Wood Preservers Association Specification C2.

**Eave board:**

Sidewall eave boards shall be 2x6 No. 2 Spruce-Pine-Fir or better, and shall be beveled on the top edge at the same degree as the roof slope.

#### Framing Lumber:

Wall girts shall be 2x6 No. 2 Southern Pine, 19% maximum moisture content spaced approximately 30" o.c., with all ends bearing into wide face of column. Roof purlins shall be recessed between trusses, on edge, and attached to trusses with adequate fasteners. Continuous 2x4 lateral bracing shall be provided as required in truss specification. All other framing lumber shall be standard grade or better unless specified differently on plans. All lumber shall be free of warping, twisting, or splitting.

#### Specification for Metal Plate Connected Wood Trusses:

1. All lumber used in the design of wood trusses must be cured and graded in accordance with the current grading rules. Design stresses allowed are those listed in the current editions of respective lumber association's grading rules.
2. The design of wood members must be in accordance with the formulas published in the latest edition of the National Design Specification for Wood Construction as revised to current date.
3. Metal connector plates and joint design must conform to specifications as set forth in the 1995 edition of the recommended design practice of the Truss Plate Institute, Inc. Entitled Design Specification for Metal Plate Connected Wood Trusses (TPI-95) as Revised to current date.
4. Truss members and joints must be designed in accordance with TPI-95. All trusses Designs must be accompanied by complete and accurate shop drawings bearing the seal of a Professional or Structural Engineer, registered in the project State, and contains the following information:
  - (a) Slope of depth, span and spacing of the truss.
  - (b) Location of all joints.
  - (c) Bearing width.
  - (d) Design loading to include, as applicable:
    - (1) Top chord live load.
    - (2) Top chord dead load.
    - (3) Bottom chord live load.
    - (4) Bottom chord dead load.
    - (5) Concentrated loads and their points of application.
  - (e) Adjustments to lumber and plate design values to include modification for, as Applicable:
    - (1) Moisture service conditions.
    - (2) Temperature.
    - (3) Preservative treatment.
    - (4) Fire retardant treated wood.
    - (5) Duration of load.
    - (6) Flexure.
    - (7) Shear.
  - (f) Each reaction force.
  - (g) Each axial force (Heel panel axial forces shall not exceed 25,000#)
  - (h) Lateral bracing requirements:
    - (1) Top chord brace (roof purlins) spacing.
    - (2) Bottom chord brace spacing.
    - (3) Web bracing, as applicable.
  - (i) Plate type, thickness or gauge, size; basic plate design value (specifying gross or Net value); and the dimensioned location of each plate except where symmetrically located relative to the joint interface.
  - (j) Lumber size, species, and grade for each member.
5. Design calculations for bending moments shall be available from the designer.

#### Roofing and Siding Panels:

Metal panels are GALVALUME™ (Max Rib Ultra) 80,000#/SI minimum yield strength structural grade sheet steel. The paint process is a Kynar 500/Hylar 5000 Fluoropon paint system. Utilizing the full strength 70% PVDF (fluoropolymer) resin and durable ceramic pigmentation. Panels shall be fastened with nails or screws, which are compatible to the panels in both life expectancy and environmental stability. All panels will be one piece unless lengths greater than 40 feet are required or the panels must be shortened to accommodate certain building features. (GALVALUME™) is a trademark of the Bethlehem Steel Corporation. Kynar 500 is a registered trademark of Elf Atochem North America, Inc. Hylar 5000 is a trademark of Ausimont USA, Inc. Fluoropon is a registered trademark of the Valspar Corporation. Metal panels of equal quality or better are acceptable.

#### Steel Panel Attachment:

##### Screw Fastener:

The steel panels shall be fastened to building framing by plated steel sharp point screws with zinc/aluminum/cast nonferrous alloy hex washer heads pre-assembled with aluminum bond seal washers, which cannot red rust and are compatible with steel panel. Woodzac by Construction Fasteners, Inc., or equal are acceptable.

##### Nail Fasteners – Framing:

9 gauge x 3-1/2" length 16d oil quench hardened lock ring shank framing nails – galvanized when in contact with pressure treated lumber.

##### Closure Strips:

1" wide closed-cell linked expanded polyurethane, to match panel corrugation.

##### Openings:

All openings shall be framed to proper size and trimmed to cover all exterior edges with pre-painted flashings.

##### Trim:

0.0158-inch min. thickness steel on gables, ridge, corners, base, windows, and doors with same paint finish as roofing and siding panels.

##### Gutters and Downspouts:

See Specification 07465–*Aluminum Soffit Panels* and Specification 07631–*Gutters and Downspouts*. Paint finish as roofing and siding panels and to be selected by owner.

#### Design Requirements:

Design members to withstand the following.

Roof Live Load: 20 PSF.

Roof Dead Load: 4 PSF.

Bottom Cord Dead Load: 5 PSF.

Earthquake Zone: 1 under latest Edition IBC.

Wind: 90 MPH, exposure B.

Deflection  $L/360$ .

Design shall conform to 2003 International Building Code.

SNOBAR (roof snow retention)

- A. Design Requirements: Continuous linear roof snow retention system along front of building should have a minimum performance of 500# per lineal foot of bar without deflection. Connection must be used at every standing seam.
- B. Bar: 16 ga. galvanized steel with Polane Plus Enamel. Bar color to match metal roof or as selected by Architect.
- C. Connection: Stainless steel clamp with stainless steel screws.
- D. Quality Assurance: 5-years.
- E. Equal to SnowBlox, SnoBar by Action Manufacturing, LLC, Engle, CO  
Ph: (800) 711-9724

Warranty:

- 1. Treated Wood Columns: Minimum 40 Years against Decay and Insect Damage when in Contact with Soil.
- 2. Max-Rib Steel Panels:
  - a. 30 Years against Crack, Peel, Blister or Flake of Paint Coating
  - b. 40 Years against Chalk in Excess of 8 Per ASTM D-4214 Method D659
  - c. 40 Years against Change of Color in Excess of 5 per ASTM D-2244

**END OF SECTION**

## ALUMINUM SOFFIT PANELS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Preformed aluminum soffit panels, trim, and accessories for enclosing exterior roof overhangs.

#### 1.2 REFERENCES

- A. AAMA 1402-86 – Aluminum Siding, Soffit, and Fascia.
- B. ASTM B 209 – Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM D 226 – Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- D. ASTM E 84 – Surface Burning Characteristics of Building Materials.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Soffits shall be fabricated and installed to withstand positive and negative wind pressure loads in accordance with applicable codes.
- B. Soffit system to accommodate without damage to components or failure of weather barrier movement caused by seasonal temperature cycling and deflection of structural support framing.
- C. Moisture entering or condensation occurring within soffit system shall drain to exterior.

#### 1.4 SUBMITTALS

- A. Provide in accordance with Section 01300:
  - 1. Product data including material descriptions, dimensions, and profiles.
  - 2. Shop drawings showing layout, location of vents, dimensions, penetrations, trim, and installation methods.
  - 3. 4 inch long minimum samples of soffit panel and trim in color selected.
  - 4. Certificates documenting soffit system complies with requirements specified.
  - 5. Manufacturer's installation instructions.
  - 6. Copy of warranty for review by Architect.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer: Company with a minimum 5 years' successful experience manufacturing aluminum soffit.
- B. Single Source Responsibility: To ensure functional and appearance compatibility, soffit panels and all trim pieces shall be products of single manufacturer.
- C. Aluminum soffit system shall be fabricated and installed to comply with:
  - 1. AAMA 1402-86.
  - 2. International Code Council-ES Legacy – Report No. 97-64.
  - 3. International Conference of Building Officials (ICBO): Report No. 2027.

#### 1.6 PRODUCT HANDLING

- A. Deliver components in manufacturer's protective cartons clearly labeled as to specific products contained.
- B. During delivery and storage keep cartons flat and supported along entire length.
- C. Store material off ground, out of weather, in dry place. Provide ventilation. Protect from falling objects and construction activities.
- D. Handling: Avoid gouging, scratching, and denting.

## 1.7 WARRANTY

- A. Provide under provisions of section 01780 – Closeout Submittals: Fifty (50) year lifetime limited, non-prorated, transferable warranty.

## PART 2 PRODUCTS

### 2.1 MATERIALS

- A. Fabricate soffit panels and trim from sheet aluminum complying with ASTM B 209, AA3000 Alloy:
- B. Minimum Aluminum Properties:
  - 1. Ultimate Strength: 25 KSI.
  - 2. Yield Strength: 22 KSI.
  - 3. Modulus of Elasticity: 10,000 KSI.
  - 4. Coefficient of Linear Thermal Expansion:  $1.31 \times 10^{-5}$  inch/inch/degree F.
  - 5. Melting Range: 1175 to 1210 degrees F.

### 2.2 SOFFIT PANELS

- A. Type: Fully vented, hi-tensile, double V-groove soffit panel with installation flanges along both edges.
  - 1. Dimensions: 12 inches exposed width by 144 inches long.
  - 2. Thickness: 0.016 inches.
  - 3. Profile: V-grooves forming three (3) 4-inch wide panels with all panels vented.
  - 4. Net Free Open Area: 11.6 square inches per linear foot.
  - 5. Surface: Smooth.
  - 6. Finish Color: White.

### 2.3 TRIM

- A. Provide trim pieces as detailed on manufacturer's installation manual and as required for complete, weathertight, functional installation.
- B. Aluminum Trim: Fabricate from same material as soffit to shape, dimensions, and profile required to accommodate soffit panel and project conditions. Provide with channels to receive panels, flanges for concealed weathertight attachment, and slotted attachment holes. Color shall match or coordinate with soffit color. In order to eliminate or minimize visible joints, form in longest possible lengths with 10 feet being minimum.
  - 1. J-channel: ½ inch wide channel to receive soffit panels with ½ inch attachment flange.
  - 2. Reverse Frieze Molding: F-shaped piece with ½ inch wide channel to receive aluminum soffit panels.
  - 3. Soffit T-Bar: Double channel to receive two soffit panels with exposed face.

### 2.4 ACCESSORIES

- A. Fasteners: Weather and corrosion resistant nails of type, size, and spacing as recommended by soffit manufacturer.
  - 1. Plain Shank Nails: Use for wood studs, furring, and other framing with minimum lengths of 1-1/2 inches. Allow ¾ inch minimum penetration into wood framing.
  - 2. Screw Shank Nails: Use for plywood sheathing.
  - 3. Exposed Nails: Trim nails that match soffit and trim.
- B. Sealants: Silicone type as recommended by soffit manufacturer.

## **PART 3        EXECUTION**

### **3.1        GENERAL**

- A.        Prepare substrate and install soffit in accordance with manufacturer's instructions, approved shop drawings, and manufacturer's soffit installation manual.
- B.        Coordinate work with provisions and installation of exterior insulation finish system to ensure compatibility and weathertight, neat transition from vertical surface to horizontal soffit panels.

### **3.2        PREPARATION**

- A.        Inspection: Verify that soffit support framing is rigid, level, and spacing does not exceed 24 inches. Do not proceed until deficiencies are addressed.

### **3.3        INSTALLATION**

- A.        Field Cutting: Accurately measure and cut soffit panels and trim. Use power circular saw with 10-point aluminum cutting blade, duckbill sheet metal snips, or hacksaw as recommended by manufacturer for specific cutting operation.
- B.        Trim: Prior to installing soffit panels, locate and anchor perimeter to receive channels.
- C.        Soffit Panels:
  - 1.        Layout panels as detailed on approved shop drawings. Provide vented panels to provide sufficient ventilation of space above soffit.
  - 2.        Insert panel into receiver channel, flex panel, and insert other end into opposing receiver channel. Ensure panels are perpendicular to perimeter and aligned. Fasten panel to supports by nailing through attachment flanges.
  - 3.        Overlap, engage, and lock subsequent panels over preceding ones.
  - 4.        At corners, miter cut soffit panels and install with soffit T-bar. Align joints and grooves of intersecting panels.
- D.        Expansion Joints: Where soffit panel engages receiver channel and where aluminum components butt or adjoin other materials, leave expansion gap:
  - 1.        Hot weather with aluminum components partially expanded: 1/16 inch.
  - 2.        Cold weather with aluminum components partially contracted: 1/8 inch.
- E.        Fastening: Install panels and trim with nails. Where exposed, use trim nails with color to match aluminum components.
  - 1.        Drive fasteners straight and level. Do not slant fasteners.
  - 2.        Do not drive head of fastener tightly against attachment flange. Allow 1/32 inch clearance between fastener head and aluminum surface.
  - 3.        Do not place fastener through face of soffit panel.
  - 4.        Spacing: Fasten soffit panels at 24 inches maximum.
- E.        Sealants: Apply sealants where indicated on manufacturer's approved shop drawings and as required to provide weathertight installation. Depth of sealant bead shall be ¼ inch minimum.

### **3.4        CLEANING AND PROTECTION**

- A.        Clean aluminum soffits and trim. Use detergent as required. Do not use solvents, abrasive, wire brushes, or steel scrapers.
- B.        Remove Excess materials and debris from site.
- C.        Protect soffit from subsequent construction operations. If damage occurs, remove and replace damaged components to provide installation in original, undamaged condition.

## **END OF SECTION**



**GUTTERS AND DOWNSPOUTS**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Pre-finished continuous aluminum gutters and downspouts.
- B. Precast concrete splash pads.

1.2 RELATED SECTIONS

- A. Section 09900 - Painting: Field painting of metal surfaces.

1.3 REFERENCES

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

1.4 DESIGN REQUIREMENTS

- A. Conform to SMACNA Manual CDA Handbook for sizing components for rainfall intensity determined by a storm occurrence of 1 in 5 years.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations and installation details.
- C. Samples: Submit two samples, 12 inches long illustrating component design, finish, color and configuration.

1.6 DELIVERY, STORAGE, AND PROTECTION

- A. Section 01600 - Material and Equipment: Transport, handle, store and protect.
- B. Stack material to prevent twisting, bending or abrasion and to provide ventilation. Slope to drain.
- C. Prevent contact with materials during storage that may cause discoloration, staining or damage.

1.7 PROJECT CONDITIONS

- A. Section 01039 - Coordination and Meetings.
- B. Coordinate the work with downspout discharge pipe inlet.

**PART 2 PRODUCTS**

2.1 MATERIALS

- A. Pre-Finished Aluminum Sheet: ASTM B209; 0.032 inch thick; plain finish shop pre-coated with acrylic coating; color as selected from manufacturer's standard.

## 2.2 COMPONENTS

- A. Gutters: SMACNA Square style profile.
- B. Connectors: Furnish required connector pieces for PVC (Polyvinyl Chloride) components.
- C. Anchors and Supports: Profiled to suit gutters and downspouts.
  - 1. Anchoring Devices: Type recommended by fabricator.
  - 2. Gutter Supports: Straps. Spikes and ferrules.
  - 3. Downspout Supports: Straps.
- D. Fasteners: Aluminum. Same material and finish as gutters and downspouts, with soft neoprene washers.

## 2.3 ACCESSORIES

- A. Splash Pads: Precast concrete type, size and profiles indicated; minimum 3000 p.s.i. at 28 days, with minimum 5 percent air entrainment.
- B. Downspout Boots: Plastic. (N.I. C.)

## 2.4 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections square, true and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; seal watertight.

## 2.5 FACTORY FINISHING

- A. Modified silicone polyester coating: Baked enamel system conforming to AAMA 603.8.
- B. Primer Coat: Finish concealed side of metal sheets with primer compatible with finish system, as recommended by finish system manufacturer.

# **PART 3 EXECUTION**

## 3.1 EXAMINATION

- A. Section 01039 - Coordination and Meetings: Verification of existing conditions before starting work.
- B. Verify that contact surfaces are ready to receive work.

## 3.2 PREPARATION

- A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil.

## 3.3 INSTALLATION

- A. Install gutters, downspouts and accessories in accordance with manufacturer's instructions.
- B. Slope gutters 1/8 inch per foot
- C. Set splash pads under downspouts.

**END OF SECTION**

**Missouri Highways and Transportation Commission**  
**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled "**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**" must be completed and returned with the solicitation documents.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

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**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Bid Guaranty/Contract Bond**

- a. Each bid shall be accompanied by a Bid Bond, Certified Check, Cashier's Check or Bank Money Order payable to the Director of Revenue – Credit State Road Fund for an amount equal to Five Percent (5%) of the amount of the bid submitted. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) or a cashier's check, a bank money order or a certified check made payable to "Director of Revenue--Credit State Road Fund" in an amount equal to One Hundred (100%) of the contract price.
- b. If a BID BOND is used (in lieu of a certified check, cashier's check, or bank money order), it must be in the form provided and executed by the bidder as principal and by a surety company authorized to do business in the State of Missouri as surety. The agent executing the same on behalf of the surety company must attach a current Power of Attorney setting forth his authority to execute the bond involved.
- c. Certified Checks, Cashier's Checks or Bank Money Orders of unsuccessful bidders will be returned as soon as the award is made. The checks or bank money orders of the successful bidder(s) will be retained until the contract is executed and a satisfactory Performance and Payment (Contract Bond) is furnished. Bid Bonds will not be returned except on specific request of the bidder.
- d. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check

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within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

#### **Subcontracting**

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MHTC. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MHTC and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### **Prohibition Of Employment Of Unauthorized Aliens:**

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
  - 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)
  - 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit A.
- b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit B.

#### **Construction Safety Program**

Missouri law, 292.675 RSMo, requires the awarded Contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Commission in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMo.

#### **Prevailing Wage**

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **Cedar**. The **Annual Wage Order #20** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$500 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

#### **Permits, Licenses and Safety Issues**

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

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**Liquidated Damages**

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of \$300 per day**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work** shall not be assessable days.

**Time of Completion**

If this bid is accepted, it is hereby agreed that work will begin not later than the date specified in the "Notice to Proceed" and will diligently be prosecuted in order to complete the work and billing within **30-working days** from the date specified. Completion of work will be based on FINAL ACCEPTANCE of the building; "SUBSTANTIAL COMPLETION" will not be accepted as basis for completion.

**A Working Day**

Is defined as any day when, soil and weather conditions would permit the major operation of the project for six hours or more unless other unavoidable conditions prevent the contractor's operation. If conditions require the contractor to stop work in less than six hours, the day will not be counted as a working day. Working days will begin as soon as notice to proceed is issued. In order for MoDOT not to change a workday due to unavoidable conditions, the contractor must have enough forces, equipment, and materials on site to begin the project. The contractor must notify MoDOT inspector before 12:00 noon of said working day if forces will not be present.