



MISSOURI DEPARTMENT OF TRANSPORTATION
DISTRICT FIVE
BID GUIDELINES AND DOCUMENTATION
FOR PURCHASES GREATER THAN \$24,999.99
THIS IS NOT AN ORDER

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: NOVEMBER 26, 2007	DUE BY (DATE AND TIME): DECEMBER 18, 2007 1:00 PM (CST)	F.O.B. REQUIREMENTS: DESTINATION TO EACH LISTED LOCATION
TO BE DELIVERED/COMPLETED NO LATER THAN: APRIL 15, 2008	QUOTATION: <p align="center">D5-08-014B</p> THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: COREY DUEMMEL PHONE NUMBER: 573-526-6956
District Mailing Address: MoDOT District 5 Office 1511 Missouri Blvd. P.O. Box 718 Jefferson City, MO 65102		Delivery Locations: As Listed In Bid

ALL BIDS MUST BE EXTENDED AND TOTALED

The Missouri Department of Transportation (MoDOT) District 5 office is requesting '**Sealed Bids**' for the purchase and installation of new commercial overhead garage doors at various MoDOT Maintenance facilities.

Scope of Work

Remove existing overhead doors and install new insulated sectional overhead doors with tracks, openers, remotes and receivers. Total overhead door count is 12 among the locations of California, Owensville and Boonville Maintenance Facilities.

Pricing

Bid price shall include removal of existing door, price of new overhead door, installation of new overhead door, miscellaneous material, equipment, testing and any necessary work to consider the installation complete, sealed from outside elements and ready for use.

Award

Award of the bid will be made to the lowest total bid price for all buildings listed in the bid.

Additional Bid Requirements

- Awarded bidder **MUST** carry Liability Insurance in the amount equal to or greater than **\$1 million** as listed in the Terms and Conditions.
- Bidder will be required to sign a Contract Agreement.

Additional Notes

Prior to issuance of 'Notice to Proceed,' awarded bidder MUST:

Be in good standing with the Secretary of State's Office to have their bids considered. Also, all Vendors must also be compliant with House Bill 600, Section 34.040.6 RSMo, which states MoDOT is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in RSMo 144. A letter of "No Taxes Due" with the Department of Revenue is required.

If MoDOT is unable to verify the awarded must call the numbers below and provide the documents to me by the end of the fifth day from issuance of the bid tabulation.

The Secretary of State's phone number is (573) 751-4936; Department of Revenue number is (573) 751-9268.

All bids MUST be mailed back to the mailing address in a **sealed envelope** clearly marked with bid # **D5-08-014B** no later than 1:00 pm CST, Tuesday, **December 18, 2007**.

*****All bidders will be responsible for checking the bidding website for any addendum to this bid.*****

VENDOR NAME:

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

SUMMARY OF MINIMUM SPECIFICATIONS

Minimum Specifications

- Prevailing wage must be adhered to.
- MoDOT is responsible for the electrical circuits to the operators; contractor is responsible for all other if necessary.
- Bid price per/door is to include all applicable costs for installation, prevailing wage labor, material, equipment, and testing.
- All other specifications for door requirements are listed in the following SPECIFICATION PAGES and must be adhered to.
- All contractors will be responsible for final measurements.

California Maintenance Facility (Moniteau County):

- Remove existing four (4) overhead doors in careful manner to prevent damage; keep all components together; overhead doors will remain property of MoDOT.
- Install a Qty of four (4) sectional overhead doors, approximate size (11' 10" w x 11' 1" h), new operators with three (3) button operation, tracks, weather seals, electric sensing safety edges with rubber edge.
- Doors must be insulated.
- Contractor is responsible for checking structural integrity of wood jambs. A per bay price is required independent of the per/door installation price.

Owensville Maintenance Facility (Gasconade County):

- Remove existing three (3) overhead doors in careful manner to prevent damage; keep all components together; overhead doors will remain property of MoDOT.
- Install a Qty of three (3) sectional overhead doors, approximate size (12' 0" w x 11' 2" h), new operators with three (3) button operation, tracks, weather seals, electric sensing safety edges with rubber edge.
- Doors must be non-insulated.
- Low clearance track system required. This facility contains a low ceiling. There is currently an approximate 11" inch clearance from door height to bottom of truss.
- Contractor is responsible for checking structural integrity of wood jambs. A per bay price is required independent of the per/door installation price.

Boonville Maintenance Facility (Cooper County):

- Remove existing five (5) operators (Doors are not being replaced) in careful manner to prevent damage; keep all components together; operators will remain property of MoDOT.
- Install a Qty of five (5) new operators with three (3) button operation, weather seals, electric sensing safety edges with rubber edge.
- Doors must be insulated.
- Contractor is responsible for checking structural integrity of wood jambs. A per bay price is required independent of the per/door installation price.

BID PRICING PAGE

California Maintenance Facility (Insulated):

Per Door Price: \$_____ x Qty 4 = Total Extension Price: \$_____

Owensville Maintenance Facility (Non-Insulated):

Per Door Price: \$_____ x Qty 3 = Total Extension Price: \$_____

Boonville Maintenance Facility (Operators, no doors):

Per Bay Price: \$_____ x Qty 5 = Total Extension Price: \$_____

Total Project Cost: \$_____

Award will be made on Total Project Cost, Options pricing is not included.

Contractor must list Make/Models of doors and operators.

Overhead Door Brand/Model

Operator Brand/Model

****All Brands/Models will be reviewed for acceptable products.****

Option Pricing

1) Wireless remote door opener with sun-visor clip-mount transmitter \$_____

2) A per/door price to replace wood jambs \$_____

SPECIFICATIONS

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING PROPOSAL

- ___ 1. This Bid Proposal contains a complete set of bidding forms. It is to be completed, executed and submitted in a sealed envelope marked "D5-08-014B – Overhead Garage Doors."
 - ___ a. 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.
 - ___ b. Submit Bid Bond executed by the bidder and surety. The bidder may use the Bid Bond furnished by the Commission or AIA Document A310 or approved equivalent or attach cashier's check to Bid Bond form. Personal checks are not accepted.
 - ___ c. Complete Subcontractor section by listing major subcontractor(s) and general supervisor(s), sign as required.
 - ___ d. Complete Certification Regarding Missouri Domestic Products Procurement Act section, if applicable.
- ___ 2. If addenda are issued, please submit with bid, signed, indicating full understanding of the listed change. Copy addenda and add to the appropriate section of the orange bound Request for Proposal and retain for your records.

INVITATION TO BID

Notice is given hereby that the Missouri Department of Transportation will accept bids for construction of the proposal marked "D5-08-014B, Proposal for Removal and Installation of Overhead Doors at our District 5 Boonville, California and Owensville Maintenance Facilities", according to Drawings and Specifications, and described in general as:

Remove existing overhead doors and install new insulated and/or non-insulated sectional overhead doors with tracks, operators, remotes and receivers. Total number of overhead door replacement is seven (7) with operators and a total of five (5) operators only among the locations of California, Owensville and Boonville Maintenance Facilities.

Sealed bids will be received by the Missouri Department of Transportation at its **District 5 Office, 1511 Missouri Blvd., Jefferson City, MO 65102** until **1:00 P.M., December 18, 2007.**

Bids will be opened and read aloud at that time and that place. Bids received after that time will not be accepted.

Prevailing wage as established by the Missouri Department of Labor and Industrial Relations, for Moniteau, Cooper and Gasconade counties, as shown in the proposal will apply. Bid awards shall be based on bids submitted and evaluated.

Bid securities in the amount of 5% of the total bid submitted by the bidder are required to accompany bid.

Proposals 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.**

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION

Corey Duemmel

District Five Representative

INSTRUCTIONS TO BIDDER

1. SCOPE OF WORK

Remove existing overhead doors and install new insulated and/or non-insulated sectional overhead doors with tracks, operators, remotes and receivers. Total number of overhead door replacement is seven (7) with operators and a total of five (5) operators only among the locations of California, Owensville and Boonville Maintenance Facilities.

2. BID FORM

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 to 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.

3. BONDS

- A. Bid securities, a cashiers check, a Bank Money Order, or a Certified Check made payable to "Director of Revenue, Credit Road Fund", in the amount stated in the invitation to bid must accompany each bid. The successful bidder's security will be retained until he has signed the Contract and has furnished the required Certificates of Insurance.
- B. The Owner reserves the right to retain the security of all bidders until the successful bidder enters into the Contract. Other bid securities will be returned as soon as practical. If any bidder refuses to enter into a Contract, the Owner may retain his bid security as liquidated damages but not as a penalty.
- C. Prior to signing the Contract, the successful bidder will secure a Performance Bond in the amount of 100% of the Contract Sum. Surety, acceptable to the Owner, shall issue the bond. Costs of such bonds will be the responsibility of the bidder.

4. EXAMINATION OF DOCUMENTS AND SITE OF WORK

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 himself, 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.

5. INTERPRETATION

No oral interpretations will be made to any bidder as to the meaning of the plans and specifications or the

acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than ten (10) calendar days before opening of bids. The request shall be sent directly to the project Designer. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

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. WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids.
- B. No bid may be amended or withdrawn after the bid is opened.

8. AWARD OR REJECTION OF BIDS

- A. The Contract, if awarded, will be awarded to the responsible bidder who has proposed the lowest Contract Sum, 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.
- B. Award of alternates, if any, will be made in numerical order to result in the maximum amount of work being accepted within available construction funds.
- C. Bidder's proposal price shall include all city, state, and federal sales, excise and similar taxes which may be lawfully assessed in connection with his performance of work and purchase of materials to be incorporated in the work.

9. EXECUTION OF CONTRACT

- A. The Contract, which the successful bidder will be required to execute, will be included in the Contract Documents.
- B. The bidder to whom the Contract is awarded shall, within fourteen calendar days after notice of award and receipt of Contract Documents from the Commission, sign and deliver required copies to the Commission.
- C. Upon delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the Commission those Certificates of Insurance required by the Contract Documents and Performance Bond, as required by the Commission.
- D. Execution of the Contract by the Commission must be done before the successful bidder may proceed with the work.

10. CONSTRUCTION TIME AND LIQUIDATED DAMAGES

- A. Time of Completion - If this proposal 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 **120 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.
- B. Liquidated Damages - It is agreed that time is of the essence. Because failure to complete the contract within the time fixed herein will cause serious inconvenience, loss, and damage to the state, liquidated damages will be assessed in the amount of **\$200.00** per working day, for each working day after the agreed completion date that the Work is not fully completed.

11. NONDISCRIMINATION

- A. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
- C. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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.

12. BIDDERS CERTIFICATION

- A. Preference in Purchasing Products: - Sections 34.073 and 34.076 RSMo 1994 give preference to Missouri corporations, firms, and individuals, when letting contracts or purchasing products. All bids will be evaluated on the basis of Sections 34.073 and 34.076 RSMo 1994. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the owner, attached to the Proposal, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Commission. The Commission will award no Contract unless the bidder furnishes such certificate.
- B. Any successful bidder which is a corporation organized in the State of Missouri shall furnish, at its own cost, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the owner.
- C. If the successful bidder is doing business in the State of Missouri under a fictitious name, he shall furnish to the Commission, attached to the Proposal, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, such certificate shall remain on file with the Commission. The Commission will award no contract until the bidder furnishes such certificate.

USE ADDITIONAL SHEETS
IF REQUIRED

PROVIDE SIGNATURE
IDENTICAL TO THAT
SHOWN ON THE BID FORM

BIDDER:

by _____

SUPPLEMENTARY CONDITIONS

- A. The following supplements modify, change, delete from or add to the "General Conditions."
1. The proposed work includes the furnishing of all materials, equipment and labor for the work as set forth in the plans, proposal and specifications.
 2. The contractor will be required to remove from the Highway and Transportation Commission's property all debris.
 - i. Contractor will be responsible for removing existing overhead garage doors intact, cared for in a delicate manner to remain property of the Missouri Department of Transportation.
 3. 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.
 4. Contractor will provide a one-year warranty for parts and labor on all building material, and equipment or a standard manufacturer's warranty which ever is greater. All warranties, including extended service agreements shall begin on the date of Final Acceptance of this project.
- B. DEFINITIONS
1. Construction Inspector: When the term "Construction Inspector" is used herein, it shall refer to Paul Loftin, District 5 Facilities Manager, (573) 644-3839, or designated representative.

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Application for payment.
- C. Change procedures.
- D. Alternatives.

1.2 RELATED SECTIONS

- A. 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 four copies 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. Submit waiver of liens from vendors.
- E. Include an updated construction progress schedule.
- F. Certified payroll records.

1.5 CHANGE PROCEDURES

- A. The Architect/Engineer 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, 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.
- D. Construction Change Directive: Architect/Engineer 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 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 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, it is not practical to remove and replace the Work, the Architect/Engineer will direct an appropriate remedy or adjust payment.

1.7 ALTERNATIVES

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

COORDINATION AND MEETINGS

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 meetings.
- G. Equipment electrical characteristics and components.
- H. Examination.
- I. Preparation.
- J. Cutting and Patching.
- K. 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. Not Applicable

1.4 PRECONSTRUCTION MEETING

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

1.5 SITE MOBILIZATION MEETING

- A. Architect/Engineer will schedule a meeting at the Project site prior to Contractor occupancy.

- B. Architect/Engineer will record minutes and distributes copies within 5 days after meeting to participants, with two copies to Architect/Engineer, 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.
- B. Architect/Engineer 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, 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 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 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 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.

SUBMITTALS

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.
- M. Construction photographs.

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 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 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 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'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.
- 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 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'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 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's knowledge as contract administrator or for the Owner.
- C. Samples For Selection:
 - 1. Submitted to Architect/Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes for Architect/Engineer 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'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'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, 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.

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 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'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'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 or Owner.

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances
- C. References and standards.
- D. Mock-up.
- E. Inspecting and testing laboratory services.
- F. 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 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 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 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 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.

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 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.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, telephone service, facsimile service 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 ELECTRICITY

- A. Cost: By Contractor; pay for temporary power service furnished by MoDOT.

1.3 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office and Architect/Engineer's field office at time of project mobilization.

1.4 FACSIMILE SERVICE

- A. Provide, maintain and pay for facsimile service and a dedicated telephone line to field office and Architect/Engineer's field office at time of project mobilization.

1.5 TEMPORARY WATER SERVICE

- A. N/A

1.6 TEMPORARY SANITARY FACILITIES

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

1.7 FENCING

- A. N/A

1.8 WATER CONTROL

- A. N/A

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 FIELD OFFICES AND SHEDS

- A. Office: Weather tight, with lighting, electrical outlets, heating and ventilating equipment and equipped with drawing rack and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

1.15 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.

MATERIAL AND EQUIPMENT

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 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 will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

STARTING OF SYSTEMS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting and balancing.

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 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.

CONTRACT CLOSEOUT

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'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 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 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.

METAL FABRICATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Shop fabricated ferrous metal items.
- B. Shop fabricated aluminum items.

1.2 RELATED SECTIONS

- A. N/A

1.3 REFERENCES

- A. ASTM A36 - Structural Steel.
- B. ASTM A53 - Hot-Dipped, Zinc-coated Welded and Seamless Steel Pipe.
- C. ASTM A123 - Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- D. ASTM A283 - Carbon Steel Plates, Shapes and Bars.
- E. ASTM A307 - Carbon Steel Bolts and Studs, 60,000 p.s.i Tensile Strength.
- F. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.
- G. ASTM A501 - Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- H. AWS A2.0 - Standard Welding Symbols.
- I. AWS D1.1 - Structural Welding Code.
- J. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

PART 2 PRODUCTS

2.1 MATERIALS - STEEL

- A. Steel Sections: ASTM A36.
- B. Steel Tubing: ASTM A500, Grade B.
- C. Plates: ASTM A283.
- D. Pipe: ASTM A53, Grade B, Schedule 40.
- E. Bolts, Nuts, and Washers: ASTM A325 galvanized to ASTM A153 for galvanized components.
- F. Welding Materials: AWS D1.1; type required for materials being welded.
- G. Ladders: ANSI A14.3.
- H. Shop and Touch-Up Primer: SSPC 15, Type 1, red oxide.

2.2 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush and hairline. Ease exposed edges to small uniform radius.
- D. Exposed Mechanical Fastenings: Flush countersunk screws or bolts; unobtrusively located; consistent with design of component, except where specifically noted otherwise.
- E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.3 FABRICATION TOLERANCES

- A. Squareness: 1/8-inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.

- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.2 N/A

3.3 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Perform field welding in accordance with AWS D1.1.
- D. Obtain approval prior to site cutting or making adjustments not scheduled.
- E. After erection, prime welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete.

3.4 ERECTION TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

JOINT SEALERS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Sealants and joint backing.
- B. Precompressed foam sealers.
- C. Hollow gaskets.

1.2 RELATED SECTIONS

- A. Section 08800 - Glazing: Glazing sealants and accessories.

1.3 REFERENCES

- A. ASTM C834 - Standard Specification for Latex Sealing Compounds.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
- E. ASTM D1565 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Open-Cell Foam).
- F. ASTM D1667 - Standard Specification for Flexible Cellular Materials -Vinyl Chloride Polymers and Copolymers (Closed-Cell Foam).

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section and approved by manufacturer.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.6 COORDINATION

- A. Section 01039 - Coordination and Meetings: Coordination requirements.
- B. Coordinate the work with all sections referencing this section.

1.7 WARRANTY

- A. Section 01700 - Warranties.
- B. Correct defective work within a five-year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal and exhibit loss of adhesion or cohesion or do not cure.

1.8 SEALANTS

- A. Type I - General Purpose Exterior Sealant: Polyurethane or Polysulfide; ASTM C920, Grade NS, Class 25, Uses M, G and A; single or multi- component.
 - 1. Standard colors matching finished surfaces.

- B. N/A
- C. N/A
- D. Type IV - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, single component, paintable.
 - 1. Standard colors matching finished surfaces. Applications: Use for:
 - a. Joints between door

PART 2 PRODUCTS

2.2 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

3.2 PREPARATION

- A. Remove loose materials and foreign matter that might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfiguration.

3.3 INSTALLATION

- A. Perform installation in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.
- H. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and

intersections; install with face 1/8 to 1/4 inch below adjoining surface.

- I. Compression Gaskets: Avoid joints except at ends, corners, and intersections; seal all joints with adhesive; install with face 1/8 to 1/4 inch below adjoining surface.

3.4 CLEANING

- A. Clean adjacent soiled surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

SECTIONAL OVERHEAD DOORS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Electric overhead sectional door.
- B. Operating hardware, supports and controls.

1.2 RELATED SECTIONS

- A. Section 05500 - Metal Fabrications: Steel channel opening frame.
- B. Section 08710 - Door Hardware: Cylinder locks.
- D. Section 16100 - Electrical: Wiring.

1.3 REFERENCES

- A. ANSI A216.1 - Sectional Overhead Type Door (NAGDM 102).
- B. ASTM A526/A526M - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Commercial Quality.
- C. NEMA MG 1 - Motors and Generators.
- D. NFPA 70 - National Electrical Code. Conform to BOCA code for motor and motor control requirements. Listed and classified by Underwriters Laboratories, Inc.

1.4 SYSTEM DESCRIPTION

- A. Panels: Insulated with glazed panels.
- B. Lift Type: Standard lift or High lift operating style with track and hardware.
- C. Operation: Electric.
- D. Loads: Design and size components to withstand dead and live loads caused by pressure and suction of wind acting normal to plane of wall as calculated in accordance with BOCA code.

1.5 SUBMITTALS FOR REVIEW

- A. Section 01300 - Submittals: Procedures for submittals.
- B. Shop Drawings: Indicate opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations and installation details.
- C. Product Data: Provide component construction, anchorage method and hardware.
- D. Samples: Submit two exterior and interior panel finish samples, 18 x 18 inches in size, illustrating color and finish.

1.6 SUBMITTALS AT PROJECT CLOSEOUT

- A. Section 01700 - Operation and Maintenance Data: Procedures for submittals.
- B. Operation Data: Include electrical control adjustments.
- C. Maintenance Data: Include data for motor and transmission, shaft and gearing, lubrication frequency, spare part sources.
- D. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with ANSI A216.1, Application Type: Industrial. Maintain one copy on site.

- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years experience.
- C. Installer: Company specializing in performing the work of this section and approved by manufacturer.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials and products in labeled protective packages. Store and handle in strict compliance with manufacturer's instructions and recommendations. Protect from damage from weather, excessive temperatures and construction operations.

1.9 WARRANTY

- A. Section 01700 - Warranties.
- B. Correct defective Work within a one-year period after Date of Substantial Completion.
- C. Warranty: Include coverage for electric motor and transmission.
- D. Provide a one-year manufacturer warranty for electric operating equipment.

PART 2 PRODUCTS

2.1 SECTIONAL OVERHEAD DOORS

- A. Provide standard sectional overhead doors of the dimensions and arrangements with the following attributes: **Equal to Overhead Doors Inc., 592 Series, Thermacore Insulated Steel Sectional Door but with the following minimum requirements.**
 - 1. Design wind load: Comply with NAGDM specification 102-1976, except that minimum wind load shall be 80 mph.
 - 2. Door sections:
 - a. Exterior: Roll-form from 26 Gauge Steel, hot-dip galvanized with integral reinforcing ribs consisting of six longitudinal ribs and two flat bottom V-grooves.
 - b. Provide meeting rails of double-rabbeted weatherproof interlocking joints functioning as integral struts and assuring alignment full width of each section.
 - c. Provide a minimum thickness of 1-3/4", R-Value 16.00. U-Value of .0625.
 - 3. Glass openings: Provide insulated glass, sealed in automotive type rubber gaskets of the maximum size allowable, two per door in the 3rd section panel, size 24" x 7".
 - 4. Track and Hardware:
 - a. Tracks shall be 2" wide galvanized steel, mounted by continuous galvanized steel angle.
 - b. Stainless Steel lift cables shall have a safety factor of 8 to 1.
 - c. Roller shall be full-floating ball bearings with hardened steel racers.
 - d. Counterbalance shall consist of a torsion spring mounted on a **two (2) piece solid steel shaft.**
 - e. Provide interior side locking device, which with a slide bar extends through the left and right side tracks.
 - f. Astragal - Provide "U" type rubber astragal at the bottom edge of each door or an approved equal.
 - 5. Finish: Provide the manufacturer's standard pre-finish system in color selected by the owner from the manufacturer's standard colors.
 - 6. Insulation: Rigid foamed-in-place polyurethane core free of CFC's and will be fully

encapsulated in non-permeable materials to prevent loss of thermal efficiency over time. Insulation shall have a back cover of 26 gauge steel.

7. Electric Sensing Edge: Provide for each door. Provide safety edges by Air Wave, Miller Edge, Model number AW14K500 with coil cord or equal, extending the full width of the door. Upon contact with an obstruction the downward travel of the door shall be stopped or reversed.
8. Weather strip
 - a. Between sections will be EPDM rubber tube seals fitted every joint.
 - b. Jamb seals. Provide pliable bulb seals.
9. Springs: Springs will be 25,000 cycles.

2.2 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.
- B. Sheet Steel: ASTM A526/A526M galvanized to G60, pre-coated with silicone polyester finish, plain surface.
- C. Exterior Surfaces: Factory painted. (White)
- D. Interior Surfaces: Factory painted. (White)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01039 - Coordination and Meetings: Verification of existing conditions before starting work.
- B. Verify that wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.
- C. Verify that electric power is available and of the correct characteristics.

3.2 PREPARATION

- A. Prepare opening to permit correct installation of door unit to perimeter air and vapor barrier seal.

3.3 INSTALLATION

- A. Install door unit assembly in accordance with manufacturer's instructions.
- B. Anchor assembly to wall construction and building framing without distortion or stress.
- C. Securely brace door tracks suspended from structure. Secure tracks to structural members only.
- D. Fit and align door assembly including hardware.
- E. Coordinate installation of electrical service, power and control wiring by electrical contractor from disconnect to unit components.
- F. Coordinate installation of sealants and backing materials at frame perimeter as specified in Section 07900.
- G. Install perimeter trim and closures.

3.4 ERECTION TOLERANCES

- A. Section 01400 - Quality Assurance: Tolerances.
- B. Maximum Variation from Plumb: 1/16 inch.
- C. Maximum Variation from Level: 1/16 inch.
- D. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch from 10 ft straight edge.
- E. Maintain dimensional tolerances and alignment with adjacent work.

3.5 MANUFACTURER'S FIELD SERVICES

- A. Section 01650 - Starting of Systems: Prepare and start systems.
- B. Ensure the operation and adjustments to door assembly for specified operation.

3.6 ADJUSTING

- A. Section 01650 - Starting of Systems: Adjusting installed work.
- B. Adjust door assembly to smooth operation and in full contact with weather stripping.

3.7 CLEANING

- A. Section 01700 - Contract Closeout: Cleaning installed work.
- B. Clean doors, frames and glass.
- C. Remove temporary labels and visible markings.

3.8 PROTECTION OF FINISHED WORK

- A. Section 01700 - Contract Closeout: Protecting installed work.
- B. Do not permit construction traffic through overhead door openings after adjustment and cleaning.

3.9 SCHEDULES

Refer to Door Schedule on Architectural Drawings

ELECTRIC DOOR OPERATORS

PART 1 GENERAL

1.1 SUMMARY

- A. Provide electric trolley type sectional overhead door operator and electric rolling door operator, where shown on the Drawings, as specified herein and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include but are not necessarily limited to, General Conditions, Supplementary Conditions and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

- A. Product data: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturers' specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop drawings showing general layout, installation, materials, construction and assembly wiring.
 - 4. Manufacturers' recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.
- B. Upon completion of this portion of the work and as a condition of its acceptance, deliver to the owner three copies of the operation and maintenance manual.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Comply with all governmental agencies having jurisdiction in this work.
- C. Each operator shall have a minimum one (1) year manufacturer's warranty.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with pertinent provisions of Section 01620.

PART 2 PRODUCTS AND MATERIAL

2.1 REQUIRED ATTRIBUTES

- A. Trolley Type:
 - 1. Motor - 115/230V single phase, 1/2 hp instant reversing with automatic reset thermal overload. Equal to Overhead Door Corp. Model "JST".
 - 2. Reversing Contactor - Heavy duty, electrically and mechanically interlocked.
 - 3. Limit Switches - Adjustable rotary type synchronized with door operation.
 - 4. Control Circuit - 24 volt class 2, three button, OPEN-CLOSE-STOP.
 - 5. Reduction - Primary-V-belt, secondary-chain and sprocket.
 - 6. Clutch - Adjustable disc friction type.
 - 7. Brake - Solenoid actuated drum type.
 - 8. Where required provide car wash modification, electrical enclosure and 3-button station meeting NEMA 1.

9. Electric bottom safety edge with coil cord.

2.2 OTHER MATERIALS

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

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

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

3.2 INSTALLATION

- A. Install the work of this section in strict accordance with the manufacturer's recommendations and shop drawings and in accordance with pertinent requirements of governmental agencies having jurisdiction.
- B. Electrical contractor will run electricity to the electric door operator. Final connection to the door operator shall be the responsibility of the electric door operator installer.

3.3 ADJUSTMENTS AND INSTRUCTIONS

- A. Upon completion of the installation, carefully inspect each component and verify that all items have been installed in the proper location, adequately anchored and adjusted to achieve optimum operation.
- B. Demonstrate to the owner, operation and maintenance procedures.

GLAZING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Glass and glazing for hollow metal work, windows, glazed walls and doors.
- B. Glass for cabinet doors and view panels.

1.2 RELATED SECTIONS

- A. Section 08111 - Standard Steel Doors: Glazed doors.
- B. Section 08211 - Flush Wood Doors: Glazed doors.
- C. Section 08360 - Sectional Overhead Doors.
- D. Section 08410 - Aluminum Entrances and Storefronts.
- E. Section 08520 - Aluminum Windows: Glazed windows.
- F. Section 10800 - Toilet and Bath Accessories: Mirrors.

1.3 REFERENCES

- A. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Used in Buildings.
- B. ASTM C669 - Glazing Compounds for Back Bedding and Face Glazing of Metal Sash.
- C. ASTM C804 - Use of Solvent-Release Type Sealants.
- D. ASTM C1036 - Flat Glass.
- E. ASTM C1048 - Heat-Treated Flat Glass - Kind HS, Kind FT Coated and Uncoated Glass.
- F. ASTM C1172 - Laminated Architectural Safety Glass.
- G. ASTM E84 - Surface Burning Characteristics of Building Materials.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum three years experience.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 - Material and Equipment: Environmental conditions affecting products on site.
- B. Do not install glazing when ambient temperature is less than 50 degrees F.
- C. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.6 WARRANTY

- A. 01700 - Warranties and Bonds.
- B. Provide a five (5) year warranty to include coverage for sealed glass units from seal failure, interpane dusting or misting and replacement of it.
- C. Provide a five (5) year warranty to include coverage for delamination of laminated glass and replacement of it.

PART 2 PRODUCTS

2.1 FLAT GLASS MATERIALS

- A. Float Glass (Type FG-A): Clear.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01039 - Coordination and Meetings: Verification of existing conditions before starting work.
- B. Verify that openings for glazing are correctly sized and within tolerance.
- C. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement; weeps are clear and ready to receive glazing.

3.2 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Perform installation in accordance with ASTM C804 for solvent release sealants.

3.3 INSTALLATION - INTERIOR WET/DRY METHOD (TAPE AND SEALANT)

- A. Cut glazing tape to length and install against permanent stops, projecting 1/16 inch above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against tape to ensure full contact at perimeter of pane or unit.
- D. Install removable stops, spacer shims inserted between glazing and applied stops at 24 inch intervals, 1/4 inch below sight line.
- E. Trim protruding tape edge.

3.4 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

3.5 PROTECTION OF FINISHED WORK

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste. Do not mark heat absorbing or reflective glass units.

FORMS

(Overhead Door Replacement)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal and _____, as Surety are held and firmly bound unto the **STATE OF MISSOURI** (acting by and through the **Missouri Highways and Transportation Commission**) in the penal sum of:

_____ **Dollars**
(\$ _____) to be paid to the **State of Missouri or to the Missouri Highways and Transportation Commission**, to be credited to the State Road Fund, the 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 _____

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the Principal is submitting herewith a bid to the Missouri Highways and Transportation Commission for furnishing **Overhead Door Replacement** as set out in the proposal to which this bond is attached.

NOW THEREFORE, if the Missouri Highways and Transportation Commission shall accept the bid of the Principal and if said Principal shall properly execute and deliver to the Missouri Highways and Transportation Commission the contract and contract bond in compliance with the requirements of the proposal, the specifications and the provisions of law, to the satisfaction of the Highways 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 Highways 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 Highways and Transportation Commission shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees and any other expense of recovery.

(SEAL)

Principal

By

Signature

(SEAL)

Surety

By

Attorney-in-Fact

NOTE: This bond must be executed by the PRINCIPAL and by a CORPORATE SURETY authorized to conduct surety business in the State of Missouri.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

- If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

- If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

- The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.



MISSOURI DEPARTMENT OF REVENUE
 CUSTOMER SERVICES DIVISION
PROJECT EXEMPTION CERTIFICATE

FORM
5060
 (REV. 5-2007)

**TO BE GIVEN TO
 YOUR CONTRACTOR**

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE		MISSOURI TAX EXEMPTION NUMBER	
ADDRESS		CITY	STATE ZIP
BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER	
DESCRIPTION OF PROJECT			
PROJECT LOCATION		EXPIRATION DATE	
<p>Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.</p>			
EXEMPT ENTITY'S AUTHORIZED SIGNATURE			DATE
<p>The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo.</p>			
NAME OF PURCHASING CONTRACTOR			
ADDRESS		CITY	STATE ZIP
<p>Contractors present this to your supplier in order to purchase the necessary materials tax exempt. NOTE: Complete and sign bottom portion if extending certificate to your subcontractor.</p>			
NAME OF PURCHASING SUBCONTRACTOR			
ADDRESS		CITY	STATE ZIP
SIGNATURE OF CONTRACTOR			DATE

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

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT 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/proposal, the Bidder/Offeror 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 proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- 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 purchase order and/or notice to proceed.
- d. 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 Contractor and the duly authorized representative of the MHTC, 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.

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 MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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

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.

Invoicing and Payment

- a. MoDOT 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 Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC 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 MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri 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 MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) 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 MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. 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.

Executive Order

- a. 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 (6th) 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/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.

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

2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the 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.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. 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 MoDOT, (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.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. 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.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, 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 Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

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

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$1,000,000 for all claims arising out of a single occurrence.
 - 3) Special Hazard Insurance: As required.
 - 4) Builder's Risk: Not less than the full Contract amount.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification and any other provisions outlined in the solicitation documents.

Proposal/Bid Guaranty/Contract Bond

- a. Each proposal 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.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Prevailing Wage

- a. If the bid/quote/proposal 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): **Moniteau, Cooper and Gasconade**. The Annual Wage Order #14 may be inspected at any District Office or at the Central Office in Jefferson City, MO.
- b. The Contractor shall submit notarized weekly payroll affidavit documentation included with the project request for payment. The successful vendor must provide a lien waiver from all material suppliers.

Permits, Licenses and Safety Issues

- a. 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.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- a. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check 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

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

otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements

- a. Unless otherwise specified in the proposal, deliveries will be a minimum of **500 Tons Per Day**. No deliveries will be made during the period from **30 minutes before sundown to sunrise**. No deliveries will be made on **Saturdays, Sundays and holidays** unless specifically authorized by the engineer.
- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.
- d. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

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 one-hundred dollars (\$200.00) per day, per item**, 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.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while

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

removing gravel there from.

- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.