



MISSOURI  
HIGHWAYS and TRANSPORTATION  
COMMISSION  
JEFFERSON CITY, MISSOURI

**SPECIFICATIONS**  
  
FOR  
  
CONSTRUCTING OR IMPROVING

**IFB 9 – 071017**

**District 4**  
**Metal Siding and Re-roofing**  
**KC Motorist Assist Building**

**MAIL BID  
BOOKLET  
TO:**

MISSOURI DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES  
1320 Creek Trail Drive – P.O. BOX 270  
JEFFERSON CITY, MO 65102

REQUEST NO.	<b>9-061017</b>	
DATE	September 28, 2007	
PAGE NO.	1	NO. OF PAGES 1

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS  
WILL BE RECEIVED AT THIS OFFICE UNTIL:

**1:00 PM Local Time on October 17, 2007**

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING  
THE FOLLOWING SUPPLIES AND SERVICE

**BIDS TO BE BASED F.O.B.**  
**MISSOURI DEPARTMENT OF TRANSPORTATION**  
Submit net bid as cash discount stipulations will not be considered

**D4 – Kansas City  
Motorist Assist Bldg.  
18<sup>th</sup> Street and Indiana**

**BUYER:** Clayton Hanks 573-522-9565

[Clayton.Hanks@modot.mo.gov](mailto:Clayton.Hanks@modot.mo.gov)

Contractor is responsible for removal and disposal of: gutters, downspouts, shingles and felt paper. Install new gutters, downspouts, shingles, felt paper and 1-1/2" exterior rigid insulation on all faces of its existing CMU building and installation of pre-finished metal siding.

Work shall be done in accordance with the attached specifications, drawings, and terms & conditions for the

The undersigned, having examined the proposed Contract Documents titled: **"18<sup>th</sup> Street, Motor Assist Reroof and Siding, District 4, Jackson County, Kansas City, Missouri"** and having visited the site and examined the conditions affecting the Work, hereby proposes and agrees to furnish all labor, materials, equipment and everything which may be necessary or incidental thereto, as proposed by said Contract Documents, all to the satisfaction of the Chief Engineer of the Missouri Department of Transportation and the Missouri Highway and Transportation Commission, for the stipulated sum of:

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

Enclosed with this bid is bid security in the amount of not less than 5% of the bidder's proposed Contract Sum, the amount being:

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

**Site visits may be arranged by contacting Marvin Wallace at 816-622-0078 or 816-365-9946.**

Proposal, contract forms, and information may be obtained by calling 573/522-9565, or electronically down-loaded from [http://www.modot.gov/business/contractor\\_resources/FacilitiesConstructionandMaintenance.htm](http://www.modot.gov/business/contractor_resources/FacilitiesConstructionandMaintenance.htm)

In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were quoted within **45-calendar days** after receipt of notice to proceed.

The undersigned acknowledges receipt of Addenda number \_\_\_\_\_ through \_\_\_\_\_ inclusive.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

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

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

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**Inserts Include**

Bid Form----- (2 Pages)  
Attachment "A"----- (3 Pages)  
Sub-Contractor Listing ----- (1 page)  
Bid Bond----- (1 page)  
Preference In Purchasing Products ----- (1 page)  
Missouri Domestic Products Procurement Act ----- (1 page)  
Submittals----- (4 pages)  
General and Special Terms & Conditions ----- (6 pages)

**SECTION  
02050**

**DEMOLITION**

**PART 1        GENERAL**

1.1        SECTION INCLUDES

- A.        Demolition at designated structures; complete removal of vinyl siding, asphalt shingles, metal siding, fascia, gutters and downspouts. Discard off-site.

1.2        PREPARATION AND EXECUTION

- A.        Provide, erect, and maintain temporary barriers and security devices.
- B.        Notify adjacent building occupants of work that may affect their activities, potential noise, utility outage or disruption. Coordinate with on-site representative.
- C.        Prevent movement or settlement of adjacent structures. Provide bracing and shoring as required.
- E.        Demolish structure indicated in an orderly and careful manner.

1.3        CLEAN UP

- A.        Remove demolished materials from site as work progresses.
- B.        Leave areas of work in clean condition.
- C.        Return exhaust fans as designated on plans to MoDOT.

**END OF SECTION**

**SECTION  
06112**

**FRAMING**

**PART 1        GENERAL**

1.1        SECTION INCLUDES

- A.        Wall framing.
- B.        Sill flashings.
- C.        Preservative treatment of wood.

1.2        REFERENCES

- A.        ALSC (American Lumber Standards Committee) - Softwood Lumber Standards.
- B.        NFPA (National Forest Products Association).
- C.        SPIB (Southern Pine Inspection Bureau).
- D.        WCLIB (West Coast Lumber Inspection Bureau).
- E.        WWPA (Western Wood Products Association).

1.3        DELIVERY, STORAGE AND PROTECTION

- A.        Section 01600 - Material and Equipment: Transport, handle, store and protect products.

**PART 2        PRODUCTS**

2.1        WOOD STUDS (on exterior mounted flat)

- A.        2 x 4 - #2 or better on walls.
- B.        2 x 4 - treated on walls where shown on plans.

2.2        ACCESSORIES

- A.        Fasteners and Anchors:
  - 1.        Fasteners; Stainless steel for high humidity and treated wood locations in unseen areas and prefinished steel to match fascia/trim color.
  - 2.        Anchors; Expansion anchors and or tap-con screws with construction adhesive to anchor to CMU.

**PART 3        EXECUTION**

3.1        FRAMING

- A.        Set structural members level and plumb, in correct position. Install continuous horizontally or vertically as designated on plans.
- B.        Make provisions for erection loads and for sufficient temporary bracing to maintain structure safe, plumb and in true alignment until completion of erection and installation of permanent bracing.
- C.        Place horizontal members, crown side up.

3.2 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.

**END OF SECTION**

**SECTION  
07210**

**BUILDING INSULATION**

**PART 1 GENERAL**

1.1 SUMMARY

- A. Provide building insulation 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 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. Upon completion of this portion of the Work, complete and post a certificate of insulation compliance in accordance with pertinent requirements of governmental agencies having jurisdiction.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Comply with pertinent provisions of Section 01620.

**PART 2 PRODUCTS**

2.1 MATERIALS

- A. Provide the following building insulation where shown on the Drawings or otherwise needed to achieve the degree of insulation required under pertinent regulations of governmental agencies having jurisdiction.
  - 1. Exterior Surface Adhered Wall Insulation – Equal to Dow Chemical Company Thermax polyisocyanurate rigid insulation board with foil face. R-9.8, 1-1/2". Sizes: width and length: 4' x 8-, 4' x 9' 4' x 10'. The Dow Chemical Company, 200 Larkin, Midland, Michigan 48674. Phone 1-800-232-2436.

2.2 OTHER MATERIALS

- A. Construction Adhesive: Liquid Nails or equal.

**PART 3 EXECUTION**

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Remove, or protect against, projections in construction framing that may damage or prevent proper insulation.

### 3.2 INSTALLATION

- A. Install the work of this Section in strict accordance with the original design, requirements of governmental agencies having jurisdiction, and the manufacturer's recommended installation procedures as approved by the Architect, anchoring all components firmly into position.
- B. Make cuts to fit snugly between 2 x 4 stud members. Caulk to fill gaps if required by MoDOT field representative.

**END OF SECTION**

**SECTION  
07311**

**ASPHALT SHINGLES**

**PART 1        GENERAL**

1.1        SECTION INCLUDES

- A.        Granular surfaced asphalt shingle roofing.
- B.        Ice dam protection, moisture shedding underlayment, eave, valley and ridge protection.
- C.        Associated metal flashings and accessories.

1.2        RELATED SECTIONS

- A.        Section 07631 - Gutters and Downspouts.

1.3        REFERENCES

- A.        ASTM A361/A361M - Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.
- B.        ASTM B209/B209M - Aluminum and Aluminum-Alloy Sheet and Plate.
- C.        ASTM D225 - Asphalt Shingles Surfaced with Mineral Granules.
- D.        ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- E.        ASTM D249 - Asphalt Roll Roofing (Organic Felt) Surfaced with Mineral Granules.
- F.        ASTM D2178 - Asphalt Glass (Felt) Used in Roofing and Waterproofing.
- G.        ASTM D2822 - Asphalt Roof Cement.
- H.        ASTM D3018 - Class A, Asphalt Shingles Surfaced with Mineral Granules.
- I.        ASTM D4586 - Asphalt Roof Cement, Asbestos Free.

1.4        SUBMITTALS FOR REVIEW

- A.        Section 01300 - Submittals: Procedures for submittals.
- B.        Samples: Submit two samples of each shingle color indicating color range and finish texture/pattern, for color selection.

1.5        SUBMITTALS FOR INFORMATION

- A.        Section 01300 - Submittals: Procedures for submittals.
- B.        Manufacturer's Certificate: Certify that Products meet or exceed specified requirements.

1.6        REGULATORY REQUIREMENTS

- A.        Conform to applicable code for UL 55B Class C rating, UL 580 wind uplift for shingle types specified.

1.7        MOCK-UP

- A.        Section 01400 - Quality Control: Requirements for mock-up.
- B.        Provide mockup of 4 sq ft.
- C.        Locate at job site.
- D.        Mockup may not remain as part of the Work.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Section 01600 - Material and Equipment: Environmental conditions affecting products on site.
- B. Do not install eave edge protection and shingles when surface or wind chill temperatures are below 45 degrees F.

1.9 EXTRA MATERIALS

- A. Section 01700 - Contract Closeout.
- B. Provide 50 sq ft of extra shingles of each color selected.

**PART 2 PRODUCTS**

2.1 ASPHALT SHINGLES

- A. 3-Dimensional Laminated Strip Shingles: Mineral-surfaced, self-sealing, laminated multi-ply overlay construction, fiberglass based strip shingles, minimum 30-year limited warranty complying with ASTM 3462, ASTM D-3018 type 1, bearing UL Class "A" external fire exposure label and UL "Wind Resistant" label, weighing not less than 270 lbs. Per square. Color shall be as approved by Owner from standard colors.
  - 1. Hip and Ridge Shingles: Manufacturer's standard factory pre-cut units to match shingles or job fabricated units cut from actual shingles used.
  - 2. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

"Timberline"	GAF
"Independence Shangle"	Certainteed
"Prestique I"	Elk
"Summit"	Gerogia-Pacific

Approved equal.
- B. Eave (Ice Dam) Protection: ASTM D226, No. 15, unperforated asphalt saturated felts.
- C. Building Felt Underlayment: Asphalt felt, plain, 15 lb. Weight, 36 inch wide complying with ASTM D 250 for asphalt shingle applications.
  - 1. Apply roofing felts in strict accordance with manufacturer's instructions.
- D. Fasteners for Asphalt Roofing: Aluminum or hot-dipped galvanized 11 or 12 gauge sharp pointed roofing nails with barbed shanks, minimum 3/8" diameter head, and of sufficient length to penetrate through plywood sheathing.
- E. Metal Drip Edge: Minimum 0.024 inch baked enamel finish aluminum sheet, brake-formed to provide 3 inch roof deck flange, and 1-1/2" fascia flange with 3/8" drip at lower edge, Furnish in 8' or 10' lengths.
- F. Continuous Ridge Vents: Provide high-density polyethelene, continuous, shingle over ridge vent with weather filter of manufacturer's standard design. Provide product equal to "Shinglevent" as manufactured by Air Vent Inc.

2.2 ACCESSORIES

- A. Nails: Standard round wire shingle type hot dipped zinc coated steel type, of sufficient length to penetrate through roof sheathing.
- B. Plastic Cement: ASTM D2822, Asphalt type with mineral fiber components, free of toxic solvents, capable of setting within 24 hours at temperatures of 75 degrees F and 50 percent RH. Cement: Fabricated cutback asphalt type, recommended for use in application of underlayment, free of toxic solvents.

### 2.3 FLASHING MATERIALS

- A. Sheet Flashings (Drip Edge): ASTM A361/A361M; 24 gauge thick steel with minimum 1.25-oz/sq ft galvanized coating.
- B. Bituminous Paint: Acid and alkali resistant type; black color.
- C. Nails: Standard round wire roofing type, hot dipped zinc coated steel of sufficient length to penetrate through roof sheathing.

### 2.4 FLASHING FABRICATION

- A. Form flashings to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- C. Hem exposed edges of flashings minimum 1/4 inch on underside.
- D. Apply bituminous paint on concealed surfaces of flashings.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Section 01039 - Coordination and Meetings: Verification of existing conditions prior to beginning work.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- C. Verify roof openings are correctly framed.
- D. Verify deck surfaces are dry, free of ridges, warps or voids.

### 3.2 PREPARATION

- A. Fill knotholes and surface cracks with latex filler at areas of bonded eave protection. Cover knotholes with sheet metal.
- B. Broom clean deck surfaces under eave protection and underlayment.

### 3.3 INSTALLATION - EAVE (ICE DAM) PROTECTION

- A. Place eave edge and gable edge metal flashings tight with fascia boards. Weather lap joints 2 inches and seal with plastic cement. Secure flange with nails spaced 8 inches o.c.
- B. Apply rubberized asphalt/polyethylene sheet eave protection in accordance with manufacturer's instructions.
- C. Apply lap cement at rate of approximately 1 1/4-gal/100 sq ft over underlayment starter strip.
- D. Starting from lower edge of starter strip, lay additional 36 inch wide strips of underlayment in lap cement, to produce a two ply membrane. Weather lap plies minimum 19 inches and nail in place. Lap ends minimum 6 inches. Stagger end joints of each consecutive ply.
- E. Extend eave protection membrane minimum 4 ft up-slope beyond interior face of exterior wall.

### 3.4 INSTALLATION - PROTECTIVE UNDERLAYMENT

- A. Place one ply of underlayment over area not protected by eave protection; with ends and edges weather lapped minimum 4 inches. Stagger end laps of each consecutive layer. Nail in place.
- B. Install protective underlayment perpendicular to slope of roof and weather lap minimum 4 inches over eave protection.
- C. Weather lap and seal watertight with plastic cement items projecting through or mounted on roof.

### 3.5 INSTALLATION - METAL FLASHING AND ACCESSORIES

- A. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.

- B. Secure in place with nails at 8 inches o.c. Conceal fastenings.
- C. Flash and seal work weather tight, projecting through or mounted on roofing with plastic cement.

### 3.6 INSTALLATION - ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions.
- B. Place shingles in straight coursing pattern with 5-inch weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.
- C. Project first course of shingles 3/4 inch beyond fascia boards.
- D. Extend shingles 1/2 inch beyond face of gable edge fascia boards.
- E. Extend shingles on one slope across valley and fasten. Trim shingles from other slope 2 inches from valley centerline to achieve closed cut valley, concealing the valley protection.
- F. Cap hips and ridges with individual shingles, maintaining 5-inch weather exposure. Place to avoid exposed nails.
- G. After installation, place one daub of plastic cement, one-inch diameter under each individual shingle tab exposed to weather, to prevent lifting.
- H. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of counter flashings.
- I. Complete installation to provide weather tight service.

### 3.8 FIELD QUALITY CONTROL

- A. Section 01400 - Quality Control: Field inspection.

### 3.9 PROTECTION OF FINISHED WORK

- A. Section 01700 - Contract Closeout: Protecting installed work.
- B. Do not permit traffic over finished roof surface.

**END OF SECTION**

**SECTION  
07410**

**METAL WALL PANELS**

**PART 1        GENERAL**

1.1        SECTION INCLUDES

- A.        Prefinished steel sheet, associated flashings.
- B.        Counter flashings.
- C.        Integral gutters and downspouts.
- D.        Integral fascias.
- E.        Metal wall panels.

1.2        RELATED SECTIONS

- A.        Section 06112 - Framing.
- A.        Section 07600 – Flashing and Sheet Metal
- B.        Section 07631 - Gutters and Downspouts.

1.3        REFERENCES

- A.        American Society for Testing and Materials (ASTM):
  - 1.        ASTM A 653/A 653M – Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by Hot-Dip Process.
  - 2.        ASTM A 755/A 755M – Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coated Process for Exterior Building Products.

1.4        SYSTEM REQUIREMENTS

- A.        Metal Wall Panel Performance Requirements:
  - 1.        Wall Panel System Fire Resistance: Class 1.

1.5        SUBMITTALS FOR REVIEW

- A.        Section 01300 - Submittals: Procedures for submittals.
- B.        Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations and installation details.
- C.        Product Data: Provide data on metal types, finishes and characteristics.
- D.        Submit two samples 12x12 inches in size illustrating metal siding mounted on plywood backing illustrating typical seam, external corner, finish and color.

1.5        QUALITY ASSURANCE

- A.        Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements, except as otherwise noted.
- B.        Fabricator and Installer Qualifications: Company specializing in sheet metal roof installations with minimum four years experience.

1.6 PRE-INSTALLATION MEETING

- A. Section 01039 - Coordination and Meetings: Pre-installation meeting.
- B. Convene one week before starting work of this section.

1.7 DELIVERY, STORAGE AND PROTECTION

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

1.8 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard (20 year) warranty document executed by authorized company official covering performance and finish, including color, fading, and chalking.

**PART 2 PRODUCTS**

2.1 MANUFACTURES

- A. Acceptable Manufacturer: Loomis Metals Inc.; 3485 Swetzer Road, P.O. Box 420, Loomis, CA 95650. ASD. Toll Free (800) 331-7626 or approved equal.

2.2 METAL PANELS

- A. General:
  - 1. Metal Panel Material: Structural quality, hot-dipped galvanized steel sheet in compliance with ASTM A 653, G90 (ASTM A 653M, Z275) coating designation
  - 2. Metal Panel Fabrication: Metal panels shall be factory-fabricated; panels fabricated on site using portable roll former are prohibited.
  - 3. Flashing: Sidewall and end wall flashing; rake trim, and eave trim; and nosings and formed metal closure pieces shall be fabricated and finished to matched panel specified.
- B. Wall Metal Panels: Lap seam panel, with curved, corrugated ribs and exposed fasteners.
  - 1. Coated Metal Thickness: 29 gauge for wall panels.
  - 2. Panel Height: 3/4-inch minimum.
  - 3. Panel Width: 24 inches.
- C. Metal Panel Finish:
  - 1. Prepainted metal, coated in compliance with ASTM A 755 (ASTM A 755M)
    - a. Finish: Fluoropolymer, "Kynar 500".
    - b. Color: As selected by Architect from Manufacturer's standard colors.

2.3 ACCESSORIES

- A. Fasteners: Self-tapping to match panel color with soft neoprene washers.
- B. Underlayment: ASTM D226, organic 15 lb. roofing felt. See Drawings.
- C. Primer: Zinc molybdate type.
- D. Protective Backing Paint: Zinc molybdate alkyd.
- E. Sealant/Joint Mastic: As required per manufactures recommendations for lap joints at wall panels.
- F. Plastic Cement: ASTM D4586, Type I.

**PART 3 EXECUTION**

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Coordinate metal wall panel installation with other work, including but not limited to, wall substrates, flashing and trim, and adjoining work.
- C. Separate dissimilar metals using bituminous coating to prevent galvanic action.
- D. Provide joint sealant as required by manufacturer's recommendations. Form joints to conceal sealant.

3.2 CLEANING

- A. Remove temporary coverings and protection of adjacent work.
- B. Clean metal panels in accordance with metal manufacturer's written instructions.
- C. Remove debris from project site and dispose.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair, or replace damaged products before Substantial Completion.

**END OF SECTION**

**SECTION  
07465**

**ALUMINUM SOFFIT PANELS**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

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

1.2 RELATED SECTIONS

- A. Section 05500 – Metal Fabrications.
- B. Section 06112 – Framing and Sheathing.
- C. Section 07240 – Exterior Insulation Finish System.
- D. Section 07900 – Joint Sealers.

1.3 REFERENCES

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

1.4 PERFORMANCE REQUIREMENTS

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

1.5 SUBMITTALS

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

1.6 QUALITY ASSURANCE

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

## 1.7 PRODUCT HANDLING

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

## 1.8 WARRANTY

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

## PART 2 PRODUCTS

### 2.1 MATERIALS

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

### 2.2 SOFFIT PANELS

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

### 2.3 TRIM

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

## 2.4 ACCESSORIES

- A. Fasteners: Weather and corrosion resistant nails of type, size, and spacing as recommended by soffit manufacturer.
  - 1. Plain Shank Nails: Use for wood studs, furring, and other framing with minimum lengths of 1-1/2 inches. Allow 3/4 inch minimum penetration into wood framing.
  - 2. Screw Shank Nails: Use for plywood sheathing.
  - 3. Exposed Nails: Trim nails that match soffit and trim.
- B. Sealants: Silicone type as recommended by soffit manufacturer.

## PART 3 EXECUTION

### 3.1 GENERAL

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

### 3.2 PREPARATION

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

### 3.3 INSTALLATION

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

3.4 CLEANING AND PROTECTION

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

**END OF SECTION**

**SECTION  
07600**

**FLASHING AND SHEET METAL**

**PART 1 GENERAL**

1.1 SECTION INCLUDES

- A. Fascia Systems (Prefinished aluminum 0.040-inch, typical.)
- B. Metal Roof Edge Drip Edge Flashing (galvanized, typical.)

1.2 RELATED SECTIONS

- A. Section 05400 – Metal Stud System (N.I.C.)
- B. Section 06112 – Framing
- C. Section 07900 - Sealants

1.3 REFERENCES

- A. ASTM A 526 – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Commercial Quality.
- B. ASTM A 527 – Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Lock-Forming Quality.
- C. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- D. National Roofing Contractors Association (NRCA) – “Roofing and Waterproofing Manual” third edition.
- E. Sheet Metal and Air Conditioning Contractor’s National Association (SMACNA) – Architectural Sheet Metal Manual.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Manufacturer’s data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation method.
- C. Shop Drawings:
  - 1. Indicate material profile, dimensions, jointing pattern, jointing details, fastening methods, flashing, termination, and installation details.
  - 2. Show the layout of wall sections, attachment, joint details, trim flashing, accessories and air infiltration seals.
  - 3. Show thickness of treated wood nailers and substrate.
- D. Design Data:
  - 1. Submit manufacturer’s certification that product supplied meets Factory Mutual Research Corporation’s (FMRC) requirements for Roof Perimeter Flashing for use in Zone 1 and Zone 2 Windstorm Resistance Areas as defined in FME & R Loss Prevention Data Sheet 1-7 and 1-49 design recommendations, and meets the wind resistance requirements specified.
  - 2. Certify that perimeter metal edge systems furnished meet the specified design pressures as tested using ANSI/SPRI ES-1-98 test method RE-2 or RE-3 test methodology.
  - 3. Certify that membrane attachment by perimeter edge systems exceeds 100 lb/ft of force as tested by ANSI/SPRI ES-1-98 test method RE-1.
- E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches

square, representing actual product, color, and pattern.

#### 1.5 QUALITY ASSURANCE

- A. Installer qualifications: Companies specializing in sheet metal work with 5 years documented experience.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Materials shall be delivered with identification labels, warnings and storage recommendations.
- D. Materials shall be stored in a clean, dry location prior to installation to prevent any damage to the contents. Store materials off the ground and protect from damage and deterioration as required by the material manufacturer.
- E. Handle materials to prevent damage to their surfaces, edges and ends of metal items. Damaged material shall be rejected and immediately removed from the site.

#### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### 1.8 WARRANTY

- A. Warranty Certification: Installing contractor shall certify that sheet metal work has been installed per National Sheet Metal System's printed details and specifications.
- B. Manufacturer warrants sheet metal fabrications are warranted to be free of defects in material and workmanship for a period of five (5) years from date of shipment.
- C. Provide manufacturer's Twenty (20) year finish warranty for standard coil-coated Kynar 500 colors against peeling, chalking, fading, checking and crazing, commencing upon date of final completion.
- D. No other warranties either expressed or implied are acceptable unless so stated in writing.

### **PART 2 PRODUCTS**

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: National Sheet Metal Systems, Inc.; 2964 Alcove Dr., Scottsdale, GA 30079. Toll Free Tel: (877) 438-6385, Tel: (404) 298-9710, Web: [www.nationalsheetmetal.com](http://www.nationalsheetmetal.com).
- B. Other manufacturers as approved by the Architect.

#### 2.2 FASCIA AND ROOF EDGE SYSTEMS

- A. Provide fascia/flashing system, which meets the criteria recommended by Factory Mutual Research Corporation's (FRMC) requirements for Roof Perimeter Flashing for use in Zone 1 and Zone 2 Windstorm Resistance Areas as defined in FME & R Loss Prevention Data Sheet 1-7 and 1-49.
- B. 2-Piece Fascia:
  - 1. As shown on details.
- C. Accessories:
  - 1. Closure Cleat.
  - 2. Custom Fabrications as shown on details.
- D. Fascia Covers and Accessories to be Fabricated from:
  - 1. .050-inch aluminum ASTM B 209 3105-H14 alloy.
- E. Waterdam Components:

- 1. 0.040-inch aluminum ASTM B 209 3105-H14 alloy.
- F. Standard Length of Product: Produce components in longest possible lengths for system specified.
- G. Aluminum Finish:
  - 1. Kynar 500/Hylar 5000 from manufacturer's standard coil-coated colors.
    - a. Color - Color selected per MoDOT District #4 representative.

### 2.3 METAL FLASHING & TRIM

- A. Steel Finish:
  - 1. Prefinished steel with Kynar 500/Hylar 5000 from manufacturer's standard colors.

### 2.4 MATERIALS

- A. Prefinished Zinc-Coated Steel: Hot-dip galvanized steel, commercial quality A1 S1 G90 extra smooth, primed on both sides and finished on 1 side with 70 percent Kynar 500 based fluorocarbon coating of minimum 0.70 mils total dry film thickness.
  - 1. Strippable coating: Shop-applied liquid to front side of pre-finished metal to protect finish during fabrication, shipment, and field handling.
- B. Prefinished Aluminum Sheet: ASTM B 209, alloy 3003, coil-coated, 70 percent Kynar based fluorocarbon coating of minimum 0.70 mils total dry film thickness.

### 2.5 FABRICATION

- A. General Metal Fabrication: Shop-fabricate work to the greatest extent possible. Comply with details indicated on Drawings, and with applicable requirements of SMACNA. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. Form seams and solder tin edges to be seamed.
- C. Expansion and Contraction:
  - 1. Provide for thermal expansion and contraction, and building movement in completed work, without over-stressing the material, breaking connections, or producing wrinkles and distortion in finished surfaces. Make watertight and weather-resistive.
  - 2. Where subject to thermal expansion and contraction, attach members with clips to permit movement without damage, or provide slotted or oversize holes with washers only, as acceptable to Architect.
  - 3. Make lock seam work flat and true to line, and sweat full of solder, except where installed to permit expansion and contraction.
- a. Lap flat lock seams and soldered lap seams according to pitch, but in no case less than 3 inches. Make seams in direction of flow.
- D. Sealant Joints: Where movable, non-expansion type joints are indicated, or required for proper performance of work, form metal to provide for proper installation of sealant per SMACNA standards.
- E. Metal Separation: Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with bituminous coatings or other permanent separation as recommended by manufacturer.
- F. Soldering:
  - 1. Clean material and tin prior to soldering. Solder with heavy coppers of blunt design, properly tinned before use.
  - 2. Solder slowly with well-heated coppers. Heat seams thoroughly and completely fill with solder.
  - 3. Make exposed joints on finish surfaces full flowing and smooth.
  - 4. Wash acid flux with soda solution after soldering, and remove soldering flux on

exposed and painted surfaces.

- G. Accessories:
  - 1. Factory assemblies shall be furnished to maintain watertight integrity.
  - 2. Provide matching accessories or other special fabrications from the manufacturer; color to match specified profile unless noted otherwise.
- H. Fascia/flashing sections furnished with strippable protective vinyl masking shall have film removed immediately before installation to prevent damage to the coating if left exposed to the ultra-violet rays of sunlight.

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

#### **3.2 PREPARATION**

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

#### **3.3 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Except as otherwise indicated, comply with SMACNA recommendations.
- C. Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units. Conceal fasteners wherever possible, and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather-restive.
- D. Strictly follow the material manufacturer's printed installation requirements.
- E. Completed work shall be true to line without buckling, creasing, warp or wind in finished surfaces. "Oil-canning" surfaces are not acceptable.
- F. Isolate dissimilar metals, masonry or concrete from metals using bituminous paint, tape or slip-sheet. Use gasketed fasteners where required to prevent corrosive actions.
- G. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using continuous cleats, clips and fasteners as required by the system. No exposed face fastening shall be accepted.

#### **3.4 PROTECTION**

- A. Protect installed products until completion of project.
- B. Maintain prefinished surfaces in undamaged condition until date of final completion. Repair or replace damaged components, any touch-up to be indistinguishable from undamaged surface/finish.
- C. Upon completion of work, a final inspection by the owner's representative shall be made. Any necessary corrective actions will be noted and the installing contractor shall make corrections within five (5) working days. Upon acceptance of the project, any applicable warranties shall be presented to the owner's representative.

**END OF SECTION**

**SECTION  
07631**

**GUTTERS AND DOWNSPOUTS**

**PART 1        GENERAL**

1.1        SECTION INCLUDES

- A.        Prefinished 5” steel box gutters with prefinished steel downspouts.

1.2        REFERENCES

- A.        ASTM A 526 – Standard Specification for steel sheet, zinc-coated (Galvanized) by the Hot-Dip Process, commercial quality.
- B.        ASTM A 527 – Specification for Sheet Steel, zinc-coated (Galvanized) by the Hot-Dip Process, lock-forming quality.

1.4        DESIGN REQUIREMENTS

- A.        Conform to BOCA code for size and method of rainwater discharge.
- B.        Selection Samples: for each finish product specified, two complete sets of color chips representing manufacture’s full range of available colors.
- C.        Expansion joints in gutters. One per 60’-0” minimum, typical.

1.5        DELIVERY, STORAGE, AND PROTECTION

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

1.6        PROJECT CONDITIONS

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

1.7        WARRANTY

- A.        Provide manufacture’s twenty (20) year finish warranty for standard coil-coated Kynar 500 colors against peeling, chalking, fading, checking and crazing, commencing upon the date of substantial completion.

**PART 2        PRODUCTS**

2.1        MATERIALS AND FINISH

- A.        24 Ga. (0.0607) steel prefinished.
- B.        5”, Roll – Formed Commercial Box Gutter.
- C.        Industrial Gutter System with roof flange
- D.        24 Ga. downspout to match existing size. Minimum. Verify.

2.2        COMPONENTS

- A.        Gutters: CDA Square or profile as indicated on drawings.
- B.        Downspouts: CDA Rectangular or profile as indicated on drawings.

- C. Anchors and Supports: Profiled to suit gutters and downspouts.
  - 1. Anchoring Devices: In accordance with CDA requirements.
  - 2. Gutter Supports: Roof straps.
  - 3. Downspout Supports: 22 Ga. Brackets.
- D. Fasteners: Same material and finish as gutters and downspouts, with soft neoprene washers.

### 2.3 ACCESSORIES

- A. Downspout Boots: PVC or material compatible with storm sewer system.

### 2.4 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections square, true and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; solder or seal watertight.
- F. Where subject to thermal expansion and contraction, attach members with clips to permit movement without damage.
- G. Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. Form seams and solder tin edges to be seamed.

## **PART 3 EXECUTION**

### 3.1 EXAMINATION

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

### 3.2 PREPARATION

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

### 3.3 INSTALLATION

- A. Install gutters, downspouts and accessories in accordance with manufacturer's instructions.
- B. Sheet Metal: Join lengths with formed seams sealed or soldered watertight. Flash and seal gutters to downspouts and accessories.
- C. Solder metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- D. Connect downspouts to downspout boots at 8 inches above grade or to existing storm sewer system. See Drawings.
- E. Completed work shall be true to line without buckling, creasing, warping or wind in finished surfaces. "Oil-canning" surfaces are not acceptable.

**END OF SECTION**

**SECTION  
07900**

**JOINT SEALERS**

**PART 1        GENERAL**

1.1        SECTION INCLUDES

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

1.2        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).

1.3        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.

1.4        ENVIRONMENTAL REQUIREMENTS

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

1.5        COORDINATION

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

1.6        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.

1.7        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.        Type II - Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, non-drying, non-skinning,

non-curing.

1. Applications: Use for:
  - a. Concealed sealant bead in sheet metal work.
  - b. Concealed sealant bead in siding overlaps.

## **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.

**END OF SECTION**

# PREFERENCE IN PURCHASING PRODUCTS

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

The bidders attention is directed to Section 34.076 RSMo 2000 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:

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**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:  


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- [ ] 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): \_\_\_\_\_  


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- [ ] 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): \_\_\_\_\_  


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### 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.**

**SUBCONTRACTOR LISTING**

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

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

USE ADDITIONAL SHEETS  
IF REQUIRED

BIDDER:  
\_\_\_\_\_

PROVIDE SIGNATURE  
IDENTICAL TO THAT  
SHOWN ON THE BID FORM

by \_\_\_\_\_



## **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.

#### **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, 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.

**END OF SECTION**

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**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. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. 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.

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- e. Modifications/Change Orders cost shall not allow overhead and profit for the contractor or subcontractor actually performing the work shall not exceed 15%. When one or more tiers of subcontractors are used, in no event shall any contractor or subcontractor receive as overhead and profit more than 7% of the cost of the work performed by any of his subcontractors. In no case shall the total overhead and profit paid by the owner on any change order exceed twenty five percent (25%) of the cost of materials, labor and equipment necessary to accomplish any approved 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 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 contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. 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.

**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.
  - 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.

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- 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.

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**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 \$2,500,000 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 #13120 and any other provisions outlined in the solicitation documents.

**PRODUCTS**

- a. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents. Provide interchangeable components of the same manufacture for components being replaced.
- b. All material used must be of First (1<sup>st</sup>) Rate material, free of any defects.
- c. If and when requested by the Commission, the contractor shall supply copies of material samples, color charts, etc. to the District 4 – General Services/Facilities Maintenance located at 600 NE Colbern Road, Lee's Summit, Missouri. Samples shall be supplied to the Central Office at the contractor's own expense.

**PRODUCT OPTIONS**

- a. All specifications that specify manufacture's brand name and/or model number are for reference purposes only. Contractors are encouraged to bid functional equivalents. MHTC evaluation of "functional equivalents" shall be final.

**SUBSTITUTIONS**

- a. Architect/Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- b. 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.
- c. 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.

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.

**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.

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- 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): **Jackson**. 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 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.

**Delivery – Additional Requirements**

- a. The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 16 hours before starting delivery.
  - 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
  - 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.
- 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**.

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**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 (\$50.00) 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 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.