

MISSOURI DEPARTMENT OF TRANSPORTATION
INFORMAL QUOTE GUIDELINES AND DOCUMENTATION FOR PURCHASES FROM \$3,000
TO \$24,999.99



THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document.

This document and any subsequent attachments, shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: MAY 15, 2012	QUOTE DUE BY (DATE AND TIME): MAY 30, 2012 10:00 A.M.	F.O.B. REQUIREMENTS: DESTINATION
TO BE COMPLETED ON OR BEFORE: COMPLETION DATE MAY BE A FACTOR IN AWARD	QUOTATION #: SL12-105-RW THIS QUOTATION # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND OTHER CORRESPONDENCE.	BUYER NAME/TELEPHONE NUMBER: TERRI MOUNT 314-301-1431 EMAIL: TERESA.MOUNT@MODOT.MO.GOV
Procurement Mailing Address #: MISSOURI DEPT. OF TRANSPORTATION DISTRICT 6 PROCUREMENT OFFICE 2309 BARRETT STATION RD. BALLWIN, MO. 63021 Facsimile #:573-526-0016	Job Locations: Rte 366 West of Geyer Rd.* (median between ramps to and from I-270/44) and WB I-44 West of Williams Creek * St. Louis County (See Exhibit A- Location Detail)	

ALL QUOTATIONS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED

Furnish and install Single Strand Guard Cable at two locations indicated above per specification 1040.6.1 One-Strand Access Restraint Cable of MoDOT Specification Section 1040 " GUARDRAIL, END TERMINALS, ONE-STRAND ACCESS RESTRAINT CABLE AND THREE-STAND GUARD CABLE MATERIAL "
All work must meet MoDOT specifications where applicable.

Prevailing Wage Order # 55 to apply

"EXCESSIVE UNEMPLOYMENT IS IN EFFECT" Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. ([See Sections 290.550 through 290.580 RSMo](#)).

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

Bidders may view areas at their own discretion

Qty	U/M	DESCRIPTION (including size and/or part #'s)	Unit Cost	Extended Cost	Completion Date (ARO)
		Location: Route 366 west of Geyer Road, median between ramps to and from I-270/44:			
280	Feet	Single Strand Guard Cable- starting right at the end of the island and going to the west, ending just past the start of the guardrail on south side of triangle			
1525	Feet	Location: WB 44 at Lone Elk Outer Road- continuous cable from Williams Creek bridge on I44 and past the guardrail on Watson Road.			
1	Lump sum	Traffic Control (if required)			
		TOTAL EXTENDED COST			

Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Pursuant to 285.530 RSMo, the bidder/offeror must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- **submitting a completed, notarized copy of AFFIDAVIT OF WORK AUTHORIZATION and**
- **providing documentation affirming the bidder's/offeror's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.**
- **E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of completed copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm**
- **Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all bidders to check the website for bid results, and or addendums**

VENDOR NAME:

VENDOR INFORMATION

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

Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

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

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

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

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

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

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

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

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

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

Notary Public

My commission expires:

VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

Vendor Information

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

Vendor Name/Mailing Address: Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:									
Printed Name of Responsible Officer or Employee:	Signature:									
For Corporations - State in which incorporated:	For Others - State of domicile:									
If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business: If additional space is required, please attach an additional sheet and identify it as <u>Addresses of Missouri Offices or Places of Business.</u>										
M/WBE INFORMATION: List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Name</u></td> <td style="text-align: center; border-bottom: 1px solid black;"><u>Percentage of Contract</u></td> <td style="text-align: center; border-bottom: 1px solid black;"><u>M/WBE Certifying Agency</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> <td style="border-bottom: 1px solid black;"> </td> </tr> </table> If additional space is required, please attach an additional sheet and identify it as <u>M/WBE Information</u>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

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GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA: If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.	
Item (or item number)	Location Where Item is Manufactured or Produced
If additional space is required, please attach an additional sheet and identify it as <u>Location Products are Manufactured or Produced.</u>	
MISSOURI SERVICE-DISABLED VETERAN BUSINESS: Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:	
Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.	
Service-Disabled Veteran Business is defined as a business concern:	
a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and	
b. The management and daily business operations of which are controlled by one or more service-disabled veterans.	
<u>Veteran Information</u>	<u>Business Information</u>
_____ Service-Disabled Veteran's Name (Please Print)	_____ Service-Disabled Veteran Business Name
_____ Service-Disabled Veteran's Signature	_____ Missouri Address of Service Disabled Veteran Business

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

GENERAL TERMS AND CONDITIONS

Definitions

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

Nondiscrimination

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

Contract/Purchase Order

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

Applicable Laws and Regulations

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

Executive Order:

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

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

Preferences

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

Cancellation of Contract

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

Bankruptcy or Insolvency

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

Warranty

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

Status of Independent Contractor

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

Non-Waiver

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

Indemnification

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

SPECIAL TERMS AND CONDITIONS

Tax Exempt Status:

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

Insurance

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

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

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

Subcontracting

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

Prohibition Of Employment Of Unauthorized Aliens:

- a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document.

Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document.

Construction Safety Program

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

Prevailing Wage

- a. The work to be performed under this solicitation is governed by the provisions of Chapter 290 RSMo, as amended, related to prevailing wages to be paid on public works.
- b. If the bid/quote is accepted, the vendor will be required to comply with the prevailing wages as fixed by the Missouri Department of Labor and Industrial Relations, in effect as of the date of the issuance of the solicitation, for each affected craft and type of workmen in the following county(ies): **St. Charles County**. The **Wage Order #55** is attached to the bid documents. Pursuant to the requirements of the Chapter 290 RSMo., not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract.
- c. The Contractor shall provide all information, reports and other documentation as required by MHTC to ensure compliance with Chapter 290 RSMo., as amended, relating to prevailing wages to be paid on public works.
- d. The Contractor shall forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

Permits, Licenses and Safety Issues

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

Delivery – Additional Requirements

a. 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

- b. 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**.
- c. Contractor will not be required to provide dozers, loaders, motor graders, or other equipment for shaping of stockpiles, constructing ramps or runways, or leveling of the top of a completed lift, unless otherwise noted herein.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT 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. MoDOT 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.

Liquidated Damages

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 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.

- a. Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.

EXHIBIT A- LOCATION DETAIL

280' on Rte 366 West of Geyer Rd (between ramps to & from I-270/44)



1525' on WB I-44 west of Williams Creek or 141 (between the NOR & WB I-44)





SECTION 1040

GUARDRAIL, END TERMINALS, ONE-STRAND ACCESS RESTRAINT CABLE AND THREE-STRAND GUARD CABLE MATERIAL

1040.1 Scope. This specification covers guardrail, end terminals, one-strand access restraint cable, three-strand guard cable, and all appurtenances required for installation.

1040.2 Posts and Blocks. The same type of posts and blocks shall be used in a given run, except as shown on the plans or as approved by the engineer.

1040.2.1 Wood Posts and Blocks. Wood posts and blocks for guardrail and one-strand access restraint cable shall be in accordance with Sec 1050.

1040.2.2 Steel Posts, Plates and Rails. Steel posts, anchor plates, bearing plates, soil plates, plate washers and channel rail shall be structural steel in accordance with AASHTO M 270, Grade 36, shall be of the dimensions and weights shown on the plans and shall be galvanized in accordance with AASHTO M 111. Bolts, nuts and washers shall be in accordance with the dimensions shown on the plans and shall be galvanized in accordance with AASHTO M 232, or may be mechanically galvanized. If mechanically galvanized, the coating thickness, adherence and quality requirements shall be in accordance with AASHTO M 232, Class C. Any dimensional defects and structural discontinuities will be cause for rejection. The material to be welded shall be preheated in accordance with good welding practice, and welds shall be full-section and sound throughout. All welds shall be mechanically cleaned before galvanizing. No punching, drilling, cutting or welding will be permitted after galvanizing.

1040.2.3 Plastic Blocks. Plastic guardrail blocks shall meet the dimensional requirements shown on the plans. The blocks shall be a homogeneous product with a uniform texture, and shall have no cracking, chipping, flaking, peeling or splintering after fabrication. The blocks will not be considered homogeneous if there are more than five voids larger than 5/8 inch or any voids larger than 3/4 inch on any cut face. The blocks shall be of new stock, shall meet all applicable requirements of NCHRP 350, and shall meet the approval of Construction and Materials.

1040.2.3.1 Approval. Prior to approval and use of the plastic guardrail blocks, the manufacturer shall submit to Construction and Materials, the manufacturer's name, the product brand name or model number, a copy of the NCHRP 350 test results, a copy of the FHWA acceptance letter, an MSDS and a sample block.

1040.2.3.2 Acceptance. Acceptance of the material will be based on the manufacturer's certification and upon the results of such tests as may be performed by the engineer.

1040.3 Steel Beam Guardrail. Guardrail beams shall be of the class and type shown on the plans. Guardrail beams shall be in accordance with AASHTO M 180, Type 1 or Type 2, except as noted herein. Type 1 material shall be galvanized by the continuous method.

1040.3.1 Test Specimens. Test specimens for mechanical properties shall be prepared and tested in accordance with ASTM A 653.

1040.3.2 End Sections. End sections and terminal connectors shall be of a class and type the same as or superior to that used for the beam to which the end sections and terminal connectors are attached. The physical properties shall be in accordance with AASHTO M 180.

1040.3.3 Fabrication. The beams, end sections and terminal connectors shall be shaped and punched as shown on the plans and ready for assembly when delivered. Only drilling or cutting necessary for special connections and for sampling will be permitted in the field. Warped or deformed beams will be rejected. Beams to be erected on a radius of 150 feet or less shall be shop curved to the approximate curvature of the installation.

1040.3.4 Markings.

1040.3.4.1 Beams. Beam markings shall be in accordance with AASHTO M 180, except the AASHTO specification number may be omitted if another designation for Class and Type is used.

1040.3.4.2 Transition Sections and Terminal Connectors. Transition sections and terminal connectors shall be marked in accordance with Sec 1040.3.4.1, except as follows. Durable tags securely attached to each section or connector may be used. If the transition section or terminal connector is Class B, the Class indicator will not be required. If the transition section or terminal connector is Type 2, the Type indicator will not be required. Heat numbers and coating designations will not be required.

1040.3.4.3 End Sections. No markings or tags will be required for end sections.

1040.3.4.4 Posts. Posts shall be marked such that the marking is exposed after installation, in such a manner as to indicate the manufacturer.

1040.3.5 Brand Registration and Guarantee. The manufacturer shall submit a brand registration and guarantee, and current test results indicating compliance with this specification prior to delivery of any material. Once the brand registration and guarantee is approved, the manufacturer's name will be added to the qualified list of guardrail fabricators. For Type I coated material, the brand registration and guarantee shall certify the material as being produced by the continuous galvanizing method.

1040.3.6 Acceptance. Acceptance will be by brand registration and guarantee, and any sampling deemed necessary by the engineer. The contractor or supplier shall provide equipment and personnel required to obtain samples as directed by the engineer.

1040.4 Crashworthy End Terminals.

1040.4.1 Material. Only new material shall be used in the fabrication of end terminals. The major items of the installations shall be the best standard products of a manufacturer regularly engaged in the production of that type of end terminal and shall be of the manufacturer's latest approved design. After installation, the end terminal shall redirect traffic face side vehicle impacts within the prescribed performance crash test criteria ranges.

1040.4.2 Manufacture's Approval. Prior to approval and use of an end terminal, the manufacturer shall submit to MoDOT the manufacturer's name, the product brand name or model number, a copy of the NCHRP 350 test results, a copy of the FHWA acceptance letter, and shop drawings.

1040.4.3 Acceptance. Acceptance of the material will be based on the manufacturer's certification and upon satisfactory field performance.

1040.4.4 Contractor's Certification. Prior to installation, the contractor shall furnish to the engineer a manufacturer's certification that the units furnished are identical in material and design to approved units.

1040.5 End Anchors and Bridge Anchors.

1040.5.1 Steel Tube and Tube Block. Steel tubes for end anchors shall consist of structural steel tubing in accordance with ASTM A 500, Grade B, or ASTM A 501 and shall be galvanized in accordance with AASHTO M 111. Structural steel tubing blocks for guardrail shall consist of steel tubing in accordance with ASTM A 500, Grade B, and shall be galvanized in accordance with AASHTO M 111.

1040.5.2 Cable. Cable shall be 3/4 inch in diameter, Type II, Class A in accordance with AASHTO M 30.

1040.5.3 Transition Cap Rail. The transition cap rail shall be in accordance with AASHTO M 270, Grade 36.

1040.5.4 Thrie Beam Rail and Transition Section. The thrie beam rail and transition section shall be galvanized in accordance with AASHTO M 180, Type 2.

1040.5.5 Approval. The cable assembly and anchor plate will be subject to approval by the engineer and shall have a minimum breaking strength of 20 tons.

1040.5.6 Markings. Thrie beam rail and transition sections shall be marked in accordance with Sec 1040.3.4.

1040.6 Cable and Fittings.

1040.6.1 One-Strand Access Restraint Cable.

1040.6.1.1 Cable. Cable shall be zinc-coated steel wire strand; 1/2-inch diameter; seven wire strand; Common, Siemens-Martin or High Strength grade; Class A coating; and shall be in accordance with ASTM A 475.

1040.6.1.2 Hardware. Eyebolts, turnbuckles and clips for cable connections and end anchors shall be steel forgings in accordance with AASHTO M 102 or pearlitic malleable iron in accordance with ASTM A 220. All miscellaneous parts, comprising of cable connections, fasteners and end anchors, shall be galvanized in accordance with AASHTO M 232.

1040.6.2 Three-Strand Guard Cable.

1040.6.2.1 Cable and Connecting Hardware. The cable and connecting hardware shall be in accordance with AASHTO M 30 and AASHTO M 269. The wire rope shall be Type 1, 3/4-inch diameter, 3 by 7 construction with a Class A coating. The rope, with connecting hardware, shall develop the breaking strength of a 25,000-pound single cable. Connecting hardware shall be galvanized in accordance with AASHTO M 232 or may be mechanically galvanized. If mechanically galvanized, the coating, thickness, adherence and quality requirements shall be in accordance with AASHTO M 232, Class C. Cast Steel components shall be in accordance with AASHTO M 103, Grade 70-40, Class 1. Malleable iron castings shall be in accordance with ASTM A 47. Compensating devices shall have a spring constant of 0.46 psi, plus or minus 0.06 pound per inch, and permit 6 inches of travel, plus or minus one inch. All threaded parts on compensating cable end assemblies shall be in accordance with ASTM F 568, Class 4.6, 3/4-10 threads. Socket baskets shall be designed for use with

the cable anchor wedge as shown on the plans. Guard cable anchor brackets shall be manufactured from an AASHTO M 270, Grade 250 steel plate, and zinc-coated in accordance with AASHTO M 111. Dimensional tolerances not shown on the plans shall be consistent with the proper functioning of the part, including the part's appearance and accepted manufacturing process.

1040.6.2.2 Cable Brackets. Steel used in the fabrication of the bracket shall be in accordance with ASTM A 36. The bracket shall be galvanized after fabrication in accordance with AASHTO M 111. All fittings, including splices, shall be designed to use the wedge detail, and shall be of such section as to develop the full strength of the 3/4-inch, 25,000-pound round cable. Designs for a combination or single-unit compensating device and turnbuckle assembly shall be submitted for approval. Compensating devices shall have a spring rate of 0.46 ± 0.03 pound per inch, and shall permit 6 inches \pm one inch of travel. All parts, except cable wedge, shall be hot-dip zinc coated in accordance with AASHTO M 232 or AASHTO M 298.

1040.6.2.3 Hook Bolts, Hex Bolts, Nuts and Washers. Hook bolts, hex bolts and washers shall be in accordance with ASTM A 307. Cable hook nuts shall be 5/16-18 threads and in accordance with ASTM A 563. Hook bolts, as installed, shall develop an ultimate pull open strength of 450 to 1,000 pounds applied in a direction normal to the axis of the post. Hooked anchor studs shall be in accordance with AASHTO M 314, except the threads and nominal diameter shall be 3/4-10 and in accordance with ASTM F 568, Class 4.6. All items shall be galvanized in accordance with AASHTO M 232 or may be mechanically galvanized in accordance with AASHTO M 232, Class C.

1040.7 Certification. The contractor shall furnish the manufacturer's certification for all material governed by this specification. Specifically, each certification shall indicate compliance with the requirements of each applicable section and as set forth in Table I.

1040.8 Repair of Galvanizing. Galvanized material shall be handled in a manner to avoid damage to the surface. No field punching, drilling, cutting or welding will be permitted after galvanizing. Any galvanized material on which the spelter coating has been damaged will be rejected or may be repaired in accordance with Sec 1081, with approval from the engineer.

TABLE I - Certification Requirements			
Item	Galvanizing Standard	Steel Grade	Other
Wood Post and Blocks	-	-	a
Steel Posts, Plates and Brackets	AASHTO M 111	AASHTO M 270, Grade 36	b
Plastic Blocks	-	-	g
Guardrail Beam	Sec 1040.3	Sec 1040.3	b, c
Bolts, Nuts and Washers	AASHTO M 232	ASTM A 307	
End Terminals Systems	-	-	f
End Anchors			
- Tubes	AASHTO M 111	ASTM A 500/ASTM A 501	b
- Transition Cap Rail	AASHTO M 111	AASHTO M 270, Grade 36	b
One-Strand Access Restraint Cable			
- Cable	AASHTO M 30	AASHTO M 30	b
- Hardware	AASHTO M 232	AASHTO M 102/ ASTM A 220	b

Three Strand Guard Cable			b
- Cable	AASHTO M30	AASHTO M 30 & AASHTO M 269	d
- Hardware	AASHTO M 232	AASHTO M 102/ ASTM A 220	d
- Cast Steel Components	AASHTO M 232	AASHTO M 103	d
- Malleable Iron Castings	AASHTO M 232	ASTM A 47	e
- Anchor Brackets	AASHTO M 111	AASHTO M 270	
- Cable Brackets	AASHTO M 111	AASHTO M 270, Grade 36	d
- Hook and Hex Bolts	AASHTO M 232	ASTM A 307	
- Hook Nuts	AASHTO M 232	ASTM A 563	
- Hooked Anchor Studs	AASHTO M 232	AASHTO M 314	

(a) Certification shall state that the material is in accordance with Sec 1050 and shall include a listing of the material supplied and a certified test report as detailed in Section 7.2 of AWP, Standard M2, attesting to complete compliance with this specification.

(b) Certification shall include, or have attached, specific results of laboratory tests for physical and chemical properties from samples representative of the material.

(c) Shall have Brand Registration and Guarantee on file, including certification indicating the coating is either Type 1 by Continuous Galvanizing Method or Type 2.

(d) All threaded parts of compensating cable end assemblies and hooked anchor studs shall be in accordance with ASTM F 568.

(e) All fittings for cable bracket, except the cable wedge, shall be in accordance with AASHTO M 232 or AASHTO M 298.

(f) Certification shall state the name of the manufacturer and that the units furnished are identical in material and design as those tested for performance in accordance with Sec 606.30.

(g) Certification shall state that the materials furnished are identical in chemistry, mechanical properties and geometry as those that passed the NCHRP 350 crash test, and as those that were approved by the Missouri Department of Transportation.