

Pike Lincoln County Port Authority  
316 West Main Street  
Bowling Green, MO 63334

# **REQUEST FOR BID**

FOR

RAIL MATERIALS INSTALLATION

at

14561 Hwy 79  
Clarksville, MO 63336

## **INVITATION TO BID: NOTICE TO CONTRACTORS**

Sealed bids for rail materials installation project at 14561 Hwy. 79, Clarksville, MO 63336 will be received by the Pike Lincoln County Port Authority, 316 West Main Street, Bowling Green, MO 63334, until 3:00pm Central on November 15, 2022, at which time the bids will be publicly opened and read aloud.

The bid package and any amendments to the bid package will be available at: <https://pikelincolnport.org/rfps%2Frfqs>

Bid packages will be available beginning October 25, 2022, from Pike Lincoln County Port Authority, 316 West Main Street, Bowling Green, MO 63334, (573) 324-4297 and at the website address provided above. Questions should be directed to Pike Lincoln County Port Authority, Carolyn Wisecarver, at (573) 324-4297. All requests for clarifications to these bidding documents must be received in writing at least one week prior to the bid opening on November 15, 2022.

The scope of work includes the removal of existing hardwood railroad ties and joint bars and the installation of new rail ties, new/re-used tie plates, new spikes, new joint bars, new/re-used box anchors, and track ballast for the spot maintenance/repair of about 8,880 linear feet of existing railroad tracks at the project site. Owner-supplied materials identified have been acquired by the Pike Lincoln County Port Authority and will be located on-site.

For bids that exceed \$75,000.00, pursuant to RSMo 290.210-290.340, prevailing wage rates are required to be paid to all workmen performing under this contract in the area according to the rates determined by the Missouri Department of Labor and Industrial Relations for Pike County, Missouri. Also, pursuant to RSMo 290.210-290.340, if a project cost is increased after acceptance of a bid and the project cost exceeds \$75,000.00, prevailing wage rates are required for the portion of the project that is in excess of \$75,000.00.

A bid security in the amount of five percent (5%) of the bid amount must accompany each bid in accordance with the Instructions to Bidders.

Pike Lincoln County Port Authority hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

The successful bidder shall comply with the requirements of RSMo § 292.675. The requirements include on-site employees to complete the ten (10) hour Occupational Safety and Health Administration (OSHA) Construction Safety Program, which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations.

Submit completed Contractor Questionnaire with any necessary attachments no later than seven (7) days prior to the date and hour of the bid opening. A copy of the Contractor Questionnaire can be found at the end of this bid package.

Second-tier subcontracting will be not permitted on this project. The proposer states that it will ensure that subcontractors do not subcontract any portion of the work.

For any contract greater than \$5,000, the successful bidder shall comply with RSMo § 285.530, as amended and by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. A letter from Contractors reciting compliance is not sufficient.

The Pike Lincoln County Port Authority reserves the right to accept or reject any bid and to waive any irregularities in the best interest of the Port Authority. A Bid may not be modified, withdrawn or cancelled by the bidder within sixty (60) days following the time and date designated for the receipt of bids, and each bidder so agrees in submitting his bid.

As requests for clarifications to the bidding documents are allowed, Pike Lincoln County Port Authority reserves the right to amend the provisions of the bid package or its requirements prior to opening of the bids and may extend the date on which bids may be publicly opened and read aloud. Bidders are solely responsible to check with Pike Lincoln County Port Authority at the website address provided above prior to bid submission for any amendments to the bid package or its requirements. If there is an extension of the bid opening date, notice will be provided to any bidder who has submitted a bid in conformance with the invitation to bid. Bidders shall check with Pike Lincoln County Port Authority prior to bid submission to ensure they have updated information on the bid package.

# BIDDER CHECKLIST

## FINAL CHECKLIST BEFORE SUBMITTING BID

- 1. Submit completed Contractor Questionnaire with any necessary attachments no later than seven (7) days prior to the date and hour of the bid opening. A copy of the Contractor Questionnaire can be found at the end of this bid package. Bidder should check with Pike Lincoln Port Authority at the website address provided in the Invitation to Bid (<https://pikelincolnport.org/rfps%2Frfqs>) prior to submission of the bid for any changes in requirements to the bid package.
- 2. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. Bid is to be completed, executed, and submitted in a sealed envelope addressed to Pike Lincoln County Port Authority. **Provide the vendor name, vendor address, vendor contact information and "Rail Materials Installation Bid" on the outside of the envelope.**
- 4. Please read all items in the bidding document carefully. Complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. Submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. For paper bids, staple addenda to the bid in the appropriate part of the bid to acknowledge receipt. The bidder should retain a duplicate copy.

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addenda into the bidding documents
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white-out to make corrections to the itemized bid sheets
- f) Not initialing changes made

All questions concerning the Rail Materials Installation project can be directed to the Pike Lincoln County Port Authority, Carolyn Wisecarver, at (573) 324-4297 or via email at [pikelincolncountyport@yahoo.com](mailto:pikelincolncountyport@yahoo.com).

**Special Needs:** If you have special needs addressed by the Americans with Disabilities Act, please notify the Pike Lincoln County Port Authority, Carolyn Wisecarver, at (573) 324-4297, via email at [pikelincolncountyport@yahoo.com](mailto:pikelincolncountyport@yahoo.com), or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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## NOTICE TO CONTRACTORS

Sealed bids, addressed to the Pike Lincoln County Port Authority, 316 West Main Street, Bowling Green, MO 63334, for the proposed work will be received by the Pike Lincoln County Port Authority until 3:00pm (prevailing local time) on November 15, 2022, at the office of the Pike Lincoln County Port Authority, 316 West Main Street, Bowling Green, MO 63334, and at that time will be publicly opened.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes: the removal of existing hardwood railroad ties and joint bars and the installation of new rail ties, new/re-used tie plates, new spikes, new joint bars, new/re-used box anchors, and track ballast for the spot maintenance/repair of about 8,880 linear feet of existing railroad tracks at the project site. Owner supplied materials identified have been acquired by the Pike Lincoln County Port Authority and will be located on-site.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of AREMA and BNSF Industrial Track Standards their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials not specifically identified as Owner supplied, equipment, services, etc., required for the performance and completion of the work. All references are to the AREMA and BNSF Industrial Track Standards, as revised, unless otherwise noted.

The following documents are available on the American Railway Engineering and Maintenance-of-Way Association web page at [www.arena.org](http://www.arena.org). The effective version shall be determined by the letting date of the project.

### General Provisions & Supplemental Specifications

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "Pike Lincoln County Port Authority", and the term "Engineer" is a reference to the Pike Lincoln County Port Authority.

The contracting authority for this contract is the Pike Lincoln County Port Authority.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: 60

Anticipated Completion Date: February 1, 2023

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$700.00

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
- Cashier's Check

(6) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(7) **PREVAILING WAGE (STATE):** For bids that exceed \$75,000.00, pursuant to RSMo 290.210-290.340, prevailing wage rates are required to be paid to all workmen performing under this contract in the area according to the rates determined by the Missouri Department of Labor and Industrial Relations for Pike County, Missouri. Also,

pursuant to RSMo 290.210-290.340 if a project cost is increased after acceptance of a bid, and the project cost exceeds \$75,000.00, prevailing wage rates are required for the portion of the project that was in excess of \$75,000.00. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 29" that is attached to this bidding document.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

**(8) WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract. A sample Affidavit of Compliance can be found at the following MoDOT website link:

[https://www.modot.org/sites/default/files/documents/AnnualAffidavit-WorkerEligibilityVerification\\_1.pdf](https://www.modot.org/sites/default/files/documents/AnnualAffidavit-WorkerEligibilityVerification_1.pdf)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime Contractor. It is the prime Contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

**(9) OSHA TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any 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 awarded 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 Contracting Authority 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.

**(10) ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that all addenda (if applicable) have been received, acknowledged, and incorporated into their bid, prior to submittal. For paper bids, attach signed addenda to the bid.

**(11) SUBCONTRACTOR DISCLOSURE:** Failure to disclose this information may result in a bid being declared non-responsive. It is understood that second-tier subcontracting will not be permitted on the project. The undersigned will insure that subcontractors will not subcontract any portion of the work on the project. The undersigned will be responsible for any subcontractor utilized on the project and such subcontractors compliance with all requirements of the project, the Notice to Contractors, and the other contract documents. Contractor shall provide a complete list of proposed subcontractors and attach to the Bid Form.

**(12) PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

**(13) PROHIBITION AGAINST SECOND-TIER CONTRACTING:** Second-tier subcontracting will not be permitted on this project. The proposer states that it will ensure that subcontractors do not subcontract any portion of the work.

**(14) PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the Contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the Contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri

Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the Contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

**(15) SALES AND USE TAX EXEMPTION:** Pike Lincoln County Port Authority, a tax-exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded Contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax-exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the Contractor for a specific project for a defined period of time.

**(16) SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of \_\_\_\_\_, which is the correct LEGAL NAME as stated on the Contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- Sole Individual                                       Partnership                                       Joint Venture
- Corporation, incorporated under laws of state of \_\_\_\_\_.
- Limited Liability Company, established under laws of state of \_\_\_\_\_.

Note: Provide a copy of the undersigned's Certificate of Incorporation, Certificate of Organization if undersigned is a Corporation or Limited Liability Company.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

\_\_\_\_\_

Note: Provide a copy of the undersigned's registration of fictitious name if undersigned is using a dba/fictitious name.

Executed by bidder this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

- Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

\_\_\_\_\_  
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

\_\_\_\_\_  
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.



**TECHNICAL SPECIFICATIONS/JOB SPECIAL PROVISIONS:** The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**Mobilization**

**Description.** This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, buildings and other facilities necessary for work on the project, except as provided in the contract as separate pay items, payment for the actual cost of the contract bond and for all other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site.

**Basis of Payment.** Cost of mobilization will be paid at the contract lump sum price.

**Turnout Rehabilitation**

**Description.** This work shall consist of removing fouled ballast and vegetation from between the ties; inspection of existing turnouts, including rails, plates, anchors, and associated hardware; replacement of a total of 270 (varying in size) Owner supplied hardwood ties and Owner supplied other track material (tie plates, spikes etc.) across all eleven turnouts at the site.

The Contractor shall inspect all of the turnout rail ties and existing other turnout hardware, such as tie plates, spikes, and rail/box anchors. The Contractor shall mark ties for replacement and gain concurrence from the Owner prior to beginning removals. The target is to replace the ties of each size that are in the worst condition across all eleven turnouts.

The work shall include removal of the hardwood ties and associated tie plates, rail spikes, and rail/box anchors and stockpile of the existing hardwood ties and rail spikes (to be properly disposed of). Removed tie plates and rail/box anchors will be inspected and, if their condition is acceptable, the Contractor will be responsible for storage and protection until they are reinstalled.

The Owner has an allowance of tie plates (50 each) and rail/box anchors (660 each) to replace existing tie plates and rail/box anchors which are of non-acceptable condition. If additional defective hardware is identified, the Contractor shall notify the Owner prior to its replacement.

The Contractor shall install the new Owner supplied hardwood ties with salvaged or new ties plates and rail/box anchors, and new rail spikes. If the Contractor does not use all the Owner supplied hardwood ties and hardware, the items shall remain property of the Owner.

It is noted that the previous material procurement acquired the following quantities and sizes of ties:

Item#	Item Description	Quantity	Unit
1	Ties – 7” X 9” X 8’-6”	1,800	Each
2	Ties – 8” X 10” X 10’-0”	11	Each
3	Ties – 7” X 9” X 10’-0”	65	Each
4	Ties – 7” X 9” X 11’-0”	60	Each
5	Ties – 7” X 9” X 12’-0”	21	Each
6	Ties – 7” X 9” X 13’-0”	19	Each
7	Ties – 7” X 9” X 14’-0”	17	Each
8	Ties – 7” X 9” X 15’-0”	17	Each
9	Ties – 7” X 9” X 16’-0”	19	Each
10	Ties – 7” X 9” X 17’-0”	41	Each

It is noted that Item 1 listed above was intended to be utilized for the replacement of ties as part of the “Track Rehabilitation” pay item. It is noted that Item 2 listed above was intended to replace each “Tie 0” (the tie immediately before the approaching side of the switch points) as typically indicated on the turnout details included in the BNSF Industry Track Standards. Items 3-9 are intended to be used to replace deficient turnout ties throughout the body of the turnout; approximate replacement rate is 40%. Item 10 is intended to replace all 22 headblock ties (Ties #1 & #2, as typically indicated on the turnout details included in the BNSF Industry Track Standards; these are the ties that support the switch stand), plus a total of 19 other ties of same length within the body of the eleven turnouts.

After installation of the new ties and associated hardware, the Contractor shall add clean limestone track ballast and machine tamp each turnout. Note that the Owner has acquired 2,000 tons of ballast as part of a previous procurement;

this material is stockpiled onsite and available for use by the Contractor. If additional ballast is required, this material shall be provided by the Contractor as part of this item.

The Contractor shall also clean, lubricate, and adjust the switch to help ensure the switch points make proper contact with the stock rails and also to verify the switch properly operates. The Contractor shall demonstrate to the Owner suitable operation of each turnout prior to their submittal for payment for this work.

The work shall include removal and legal disposal of vegetative waste.

All installation requirements shall meet the BNSF Industrial Track Standards.

**Method of Measurement.** This work will be measured for payment based on each turnout rehabilitated. The Rehabilitation of each turnout shall include removing fouled ballast and vegetation from between the ties, hardwood tie removal and replacement, associated hardware removal and replacement, and limestone track ballast installation.

**Basis of Payment.** Accepted removal of fouled ballast and vegetation from between the ties, hardwood tie removal and replacement, associated hardware removal and replacement, and limestone track ballast installation will be paid for at the contract unit price for each turnout.

### **Track Rehabilitation**

**Description.** This work shall consist of removing fouled ballast and vegetation from between the ties. This item also includes the inspection of existing track, including rails, plates, anchors, and associated hardware. The work will also consist of the replacement of a total of 1,800 (7" X 9" X 8'-6") Owner supplied hardwood ties and Owner supplied other track material (tie plates, spikes etc.) along the total length of the track on the site.

The Contractor shall inspect all of track rail ties and existing other materials, such as joint bars, tie plates, spikes, and rail/box anchors. The Contractor shall mark ties for replacement and gain concurrence from the Owner prior to beginning removals. Target is to replace the 1,800 ties that are in worst condition; we estimate this is a replacement of about 33% of the total number of ties.

The work shall include removal of the hardwood ties and associated tie plates, rail spikes and rail/box anchors and stockpile of the existing hardwood ties and rail spikes (to be properly disposed of). Removed tie plates and rail/box anchors will be inspected and if their condition is acceptable, the Contractor will be responsible for storage and protection until they are reinstalled.

The Owner has an allowance of tie plates (50 each) and rail/box anchors (660 each) to replace existing tie plates and rail/box anchors which are of non-acceptable condition. If additional defective hardware is identified, the Contractor shall notify the Owner prior to its replacement.

The Contractor shall install the new Owner supplied hardwood ties with salvaged or new ties plates and rail/box anchors, and new rail spikes. If the Contractor does not use all the Owner supplied hardwood ties and hardware, the items shall remain property of the Owner.

After installation of the new ties and associated hardware, the Contractor shall add clean limestone track ballast and machine tamp the track. Note that the Owner has acquired 2,000 tons of ballast as part of a previous procurement; this material is stockpiled on-site and available for use by the Contractor. If additional ballast is required, this material shall be provided by the Contractor as part of this item.

The work shall include removal and legal disposal of vegetative waste.

**Method of Measurement.** This work will be measured for payment based on each track foot rehabilitated. The work will include the removal and disposal fouled ballast, removed rail ties and related hardware, vegetation, debris, and other objectionable matter encountered that have been determined by a visual inspection (of the Contractor) and approved by the Owner. The work shall also include the replacement of ballast, rail ties, and related hardware at the location where these items were removed.

**Basis of Payment.** Accepted removal and disposal of fouled ballast, removed rail ties and related hardware, vegetation, debris, and other objectionable matter will be paid for at the contract track feet. The contract track feet price shall also include the replacement of ballast, rail ties, and related hardware at the location where these items were removed.

## **Joint Bar Removal and Replacement**

**Description.** This work shall consist of removing and properly disposing of any compromised existing joint bars and associated hardware. The work anticipates the replacement of up to 10 existing joint bars with Owner supplied joint bars and Owner supplied other track material (joint bar bolts, nuts, and washers). The work will take place along 8,880 linear feet of existing railroad tracks for any compromised joint bar at the proposed project site.

The Contractor shall inspect all the joint bars, joint bar bolts, nuts, and washers. The Contractor shall mark joint bars for replacement and gain concurrence from the Owner prior to beginning removals.

The work shall include removal of the joint bars and all joint bar bolts, nuts, and washers and legal disposal of the joint bars and existing hardware.

The Owner has an allowance of joint bar bolts, nuts, and washers (50 sets) to replace existing joint bar hardware which are of non-acceptable condition.

The Contractor shall install the new Owner supplied joint bars with new joint bar bolts, nuts, and washers. If the Contractor does not use all the Owner supplied materials, the items shall remain property of the Owner.

All installation requirements shall meet the BNSF Industrial Track Standards.

**Method of Measurement.** This work will be measured for payment based on each joint bar replaced. The work will include the removal of the joint bars encountered that have been determined by a visual inspection (of the Contractor) and approved by the Owner. It is anticipated that for the 8,880 linear feet of existing railroad tracks that replacement of up to 10 Owner supplied joint bars will be replaced.

**Basis of Payment.** Accepted removal and replacement of joint bars will be paid for at the contract unit price for each joint bar. The joint bar's associated hardware installation including joint bar bolts, nuts, and washers will be considered incidental to the work and no direct payment for the removal or installation will be made.

## **Tie Disposal**

**Description.** This work shall consist of hauling away and properly disposing of any existing hardwood ties removed and their associated hardware and materials, including broken tie plates and box anchors and used spikes, and fouled ballast.

The work shall include legal disposal of existing hardwood ties removed and their associated hardware, including broken tie plates and box anchors and used spikes, and fouled ballast at a licensed landfill or recycling center.

All disposal requirements shall meet the local County and/or MoDOT requirements.

**Method of Measurement.** This work will be measured for payment based on each tie disposed. The work will include the hauling away and disposal of their associated hardware and materials, including broken tie plates and box anchors, used spikes, and fouled ballast, which is considered incidental to this item. It is anticipated that for the total of approximately 8,880 linear feet of existing railroad tracks (including turnout lengths) that the disposal of up to 2,070 existing ties will be required.

**Basis of Payment.** Accepted removal and disposal of existing hardwood ties and associated hardware will be paid for at the contract unit price for each tie.

## **Deviation from Technical Specifications/Job Special Provisions**

The work shall comply with and shall not deviate from the provisions of the Notice to Contractors, as may be amended by the Pike Lincoln County Port Authority, without the express written consent of the Pike Lincoln County Port Authority. Any Adjustments to the work or its technical specifications must be requested and agreed to in writing prior to any deviation to the work/project.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

Section 082  
**PIKE COUNTY**

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

\_\_\_\_\_  
Original Signed by  
Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
PIKE County

Section 082

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$22.38*
Boilermaker	\$22.38*
Bricklayer	\$22.38*
Carpenter	\$22.38*
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$22.38*
Plasterer	
Communications Technician	\$22.38*
Electrician (Inside Wireman)	\$61.03
Electrician Outside Lineman	\$22.38*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$22.38*
Glazier	\$22.38*
Ironworker	\$22.38*
Laborer	\$22.38*
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$22.38*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$22.38*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$22.38*
Plumber	\$70.66
Pipe Fitter	
Roofer	\$22.38*
Sheet Metal Worker	\$22.38*
Sprinkler Fitter	\$22.38*
Truck Driver	\$22.38*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for  
PIKE County

Section 082

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$22.38*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$22.38*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$22.38*
General Laborer	
Skilled Laborer	
Operating Engineer	\$59.98
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$22.38*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

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

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

**BID FORM**

**PIKE LINCOLN COUNTY PORT AUTHORITY  
316 W MAIN ST.  
BOWLING GREEN, MO 63334**

REQUEST NO. 2
DATE: Oct. 25, 2022

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL  <p align="center"><b>3:00 PM Central Time, November 15, 2022</b></p> AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.	<p align="center"><b>BIDS TO BE BASED F.O.B. PIKE LINCOLN COUNTY PORT AUTHORITY</b></p> Submit net bid as cash discount stipulations will not be considered.  F.O.B. Destination:  14561 Hwy. 79 Clarksville, MO 63336
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**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

<b>BUYER:</b>	Carolyn Wisecarver	<b>BUYER TELEPHONE:</b>	573-324-4297
	Pike Lincoln County Port Authority (PLCPA)	<b>BUYER EMAIL:</b>	pikelincolncountyport@yahoo.com

This Request for Bid (RFB) is to establish a contract to **install Owner-supplied rail materials as specified in the Bid Documents**, with a contract period of sixty (60) days, and with a completion date within sixty (60) days, from the date of the provision of the Notice to Proceed by the Pike Lincoln County Port Authority.

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Mobilization	1	LS		
2	Turnout Rehabilitation	11	Each		
3	Track Rehabilitation	8,670	TF		
4	Joint Bar Removal & Replacement	10	Each		
5	Tie Disposal	2,070	Each		
				<b>TOTAL BID:</b>	

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with this Request for Bid and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein after receipt of formal purchase order.*

<b>Date:</b> _____ <b>Telephone No.:</b> _____ <b>Fax No.:</b> _____ <b>Email Address:</b> _____	<b>Firm Name:</b> _____ <b>Address:</b> _____  <b>By (Signature):</b> _____ <b>Type/Print Name:</b> _____ <b>Title:</b> _____
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**RAIL MATERIALS INSTALLATION**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

\_\_\_\_\_ ,  
as Principal and \_\_\_\_\_ , as Surety are held and firmly bound  
unto the **STATE OF MISSOURI** (acting by and through the **Pike Lincoln County Port Authority**) in the penal  
sum of:

**Dollars**

(\$ \_\_\_\_\_ ) to be paid to the **Pike Lincoln County Port Authority**, the Principal and Surety  
binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents.

Sealed with our seals and dated this \_\_\_\_\_

**THE CONDITION OF THIS OBLIGATION** is such that:

**WHEREAS**, the Principal is submitting herewith a bid to the Pike Lincoln County Port Authority to provide Rail  
Materials as set out in the bid to which this bond is attached.

**NOW THEREFORE**, if the Pike Lincoln County Port Authority shall accept the bid of the Principal and if said  
Principal shall properly execute and deliver to the Pike Lincoln County Port Authority the contract and contract  
bond in compliance with the requirements of the proposal, the specifications and the provisions of law, to the  
satisfaction of the Pike Lincoln County Port Authority, then this obligation shall be void and of no effect, otherwise  
to remain in full force and effect.

In the event the said Principal shall, in the judgment of the Pike Lincoln County Port Authority, fail to comply with  
any requirement as set forth in the preceding paragraph, then the State of Missouri acting through the Pike Lincoln  
County Port Authority shall immediately and forthwith be entitled to recover the full penal sum above set out,  
together with court costs, attorney's fees and any other expense of recovery.

**(SEAL)**

\_\_\_\_\_  
Principal

By

\_\_\_\_\_  
Signature

**(SEAL)**

\_\_\_\_\_  
Surety

By

\_\_\_\_\_  
Attorney-in-Fact

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

**RETURN TO:** Pike Lincoln County Port Authority  
 RE: Rail Contractor Questionnaire  
 316 West Main Street  
 Bowling Green, MO 63334  
 or pikelincolncountypor@yahoo.com

**SUBMIT COMPLETED FORM  
 A MINIMUM OF 7 CALENDAR DAYS  
 PRIOR TO BID OPENING**

**CONTRACTOR QUESTIONNAIRE**

- An Individual
- A Partnership
- A Corporation
- A Joint Venture
- A Limited Liability Corp.
- A Limited Liability Partnership

\_\_\_\_\_  
 Legal Name of the Corporation, Firm or Individual Contractor

\_\_\_\_\_  
 Fictitious Name, etc. - Name under which you wish to bid (as registered with the Missouri Secretary of State)

P.O. Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**NOTE: If the zip code for the street address is different than the P.O. Box zip code, please indicate above.**

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Please list a contact person and/or e-mail address: \_\_\_\_\_

This organization has \_\_\_\_\_ years experience as a railroad contractor and/or \_\_\_\_\_ years experience as a subcontractor in the rail maintenance or construction field.

This organization has completed or contracted to complete the following projects within the last three years. (Attach additional sheets as needed.)

Contract Amount	Type of Work	When Completed	Location City and State	Project Owner's Name and Address

Listed below are all the officers, owners and directors of this firm, their present position, and their construction experience. (Attach additional sheets as needed.)

Name	Present Position or Office	Years of Construction Experience	Magnitude and Type of Work	In What Capacity

CONTRACTOR QUESTIONNAIRE

Do any of the people listed above:

(a) Perform a management or supervisory function for any other business?

Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes list below)

Name Title Company Name & Function

(b) Work for or own other firms which have a business relationship with your firm?

Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes list below)

Name Title Company Name & Function

If a Corporation, attach a copy of the organization's current Annual Registration Report, or initial report if a new Corporation, on file with the Corporation Division of the Missouri Secretary of State's Office. Each Corporation which is a party to a joint venture shall submit the same required report with its joint venture contractor questionnaire. If applicable, attach a certified copy of the fictitious name registration with the Missouri Secretary of State.

If this firm or any of the above individuals have been debarred or restricted from bidding by any state or federal organization check here [ ] and attach details.

\*\*\*\*\*

This firm will comply with all written requests by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, to provide information for the purpose of establishing a prevailing wage.

Signature(s) \_\_\_\_\_

(If partnership all partners must sign)

\*\*\*\*\*

AFFIDAVIT

\_\_\_\_\_, being duly sworn stated that (s)he is \_\_\_\_\_

(Typed or Printed Officer's Name)

(Title of Officer)

of \_\_\_\_\_ and that all statements on this form and attachments thereto are true and correct.

(Name of firm)

Signature of Officer

Subscribed and sworn to before me by \_\_\_\_\_, who personally appeared before me and is known to me to be the person described in and who executed the foregoing affidavit, and acknowledged that (circle one) he or she executed the same as (circle one) his or her free act and deed.

IN WITNESS WHEREOF I have hereto set my hand and affixed my official seal at my office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public Signature

Seal of Notary Public

Typed or Printed Name of Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_