



Mississippi Lime Bonne Terre, MO Track Installation.

---

Opening Bid Date: 12/4/2023

RETURN SUBMISSION NO LATER THAN 12/27/2023 AT 1:00 PM CENTRAL TIME

Bidders must Submit Sealed bids to Mississippi Lime SSH office ATTN Brad Lipp.

Sealed Documents will be opened at Mississippi Lime Sunset Hills office on 12/27/2023 at 1 PM

The Bidder Herby declares understanding, agreement, and certification of compliance to provide the items and or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The Bidder further agrees that the language of the RFQ shall govern in the even of a conflict with their submission. The Bidder further agrees that upon receipt of an authorized purchase order from the purchasing division or when a contract is signed, a binding contract shall exist between the bidder and Mississippi Lime Company.

**Period of Service:**

Contractor hereby agrees to complete the work in the based bid described no later than May 31<sup>st</sup> 2024. Contractor shall agree to allow a deduction of (\$1,000.00) per calendar day from final payment as liquidated damage for each day that the completion is delayed beyond said completed date established.

Project shall be completed finalized, closed and accepted on or before May 31<sup>st</sup> 2024.

Vendor Name	
Mailing Address	
City, State, Zip Code	
Contact	Email
Phone Number	Fax Number



Authorized Signature	Date
Printed Name	Title

**Bonding:** Each Bidder shall submit an original bid bond on the bond form enclosed in the RFQ, in an amount of not less than 5% of the total bid amount (including all possible alternates), to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds: 1.) Original Hard Paper Copy of the bond on the Mississippi Lime form included in the RFQ or a certified check, payable to the Mississippi Lime Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract at the price bid, if accepted by Mississippi Lime.

**Buy American:** All bidders must meet requirement for procurement of steel, iron, or manufactured products (including rolling stock) in compliance with 49 U.S.C. 5323 (j) (1)

**NON-EMPLOYMENT OF UNAUTHORIZED ALIENS:** All bidders must be compliant with Non Employment of unauthorized Aliens proceeding as follows: 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: (A) 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 DocuSign Envelope ID: 63BBBCA8-CD68-43CF-9A94-75FB3472F50C 8 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 <https://www.e-verify.gov>

**PREVAILING WAGE**

Pursuant to sections 290.210 to 290.340 RSMo, including the latest amendments thereto and unless the project is exempt from payment of prevailing wages pursuant to Section 290.230 RSMO (projects over seventy-five thousand. Contractor shall pay prevailing wage per the Missouri Division of Labor Standards Annual Wage order. No. 29, attached as Attachment 3. Contractor shall provide MSHA, and OSHA cards to Mississippi Lime Shipping Manager within 7 days



from the project start date

**General Responsibilities:**

Contractor shall obtain all appropriate permits for the project

Contractor shall be responsible for all existing underground, overhead, facilities, structures, and utilities.

Contractor shall call Missouri One call when necessary.

Contractor shall have adequate personnel and equipment to complete the project in the allotted time frame.

Contractor shall complete all work with accordance to the AREMA Rail standards manual.

Contractor shall remove outdated 75#/90# track from point A\_\_\_\_\_ to point B\_\_\_\_\_

Contractor shall Clean up all old ties and track and dispose of the materials

Contractor shall prepare a solid foundation for the track to be installed on

Contractor shall install new 115# track with wooden ties and ballast for tracks A, B, C, D for the following lengths:

Track A 266 TF

Track B 2201 TF

Track C 1272 TF

Track D 266 TF

Contractor shall install new #9 HTTO switches for the following tracks

Track A to B, north end of track

Track B to C, middle of the track

Track B to Main, south end of the track

Contractor shall install Earthen bumper at the end of tracks B, C, D

Contractor shall supply all materials for the project.

Architectural design and blueprints will be provided, and the contractor shall build the new track accordingly

<b><u>Bonne Terre, MO Track Installation</u></b>		
Mobilization	Lump Sum	\$



Remove outdated track	Lump Sum	\$
Install and surface new culvert	Lump Sum	\$
Surface and deploy ballast 4005TF	Lump Sum	\$
Install new switches and ties	Lump Sum	\$
Project Total	Lump Sum	

**INSURANCE**

1) Contractor shall maintain insurance underwritten by solvent insurance companies, which are reasonably acceptable to Owner and which have a Best rating of A:XI or better, providing coverage for the following, effective immediately upon the execution of this Agreement, to continue so long as Work is performed hereunder or for such longer period as hereinafter provided.

A. The legal liability of Contractor under the Workers' Compensation Act of any applicable state, and under any other employee benefit statute or similar law, to pay claims for bodily injuries, including death and disease sustained by employees, in full statutory amounts required by the applicable state statutes to fully cover Contractor for such risk. Contractor shall also provide Employers' Liability coverage with limits of liability of not less than \$1,000,000 for bodily injury for each accident/\$1,000,000 by disease policy limit / \$1,000,000 for bodily injury by disease each employee. A waiver of subrogation in favor of The Owner shall be obtained from Contractor's workers' compensation and employers' liability insurer, unless prohibited by applicable state law.

B. Commercial general liability insurance, covering the legal liability of Contractor to pay claims because of damage to property and for injuries to or death of any person or persons for occurrences arising out of Contractor's performance under this Agreement. Such insurance shall be written on an occurrence basis with limits of not less than \$2,000,000 per occurrence (bodily injury and property damage combined limit), shall have separate aggregates for each Project of not less than \$2,000,000, with \$2,000,000 limits for personal and advertising injury, and \$2,000,000 products/completed operations aggregate. Any contractual exclusion or limitation related to Work performed within 50 feet of a railroad track shall be deleted. The products/completed operations coverage shall remain in effect for the duration of the applicable statutes of limitation and repose after completion of the last Project under this Agreement. Owner shall be named as an additional insured, with coverage to apply on a primary and non-contributory basis.

C. The contractual liability assumed by Contractor under Article XVIII of this Agreement.

D. Business automobile liability, including owned, non-owned, borrowed, and hired automobile coverage, with a minimum combined single limit of \$1,000,000 for Bodily Injury and Property Damage per occurrence. Coverage shall apply to all owned, owned, non-owned, borrowed, and leased vehicles.



Owner shall be named as an additional insured, with coverage to apply on a primary and non-contributory basis.

E. Contractor's pollution legal liability, including completed operations coverage, with minimum limits of \$2,000,000 per occurrence and in the aggregate. If written in a claims-made basis, the retroactive date shall be no later than the commencement of Work. Such coverage shall remain in effect for a minimum of two years after completion of the last Project under this Agreement.

F. In addition to the coverages required in subparagraphs 1.a - 1.e, Contractor shall provide umbrella liability coverage, with a limit of not less than \$4,000,000 per occurrence/ aggregate. This limit shall apply in excess of the insurance coverages specified above in Paragraphs a through e. Such umbrella liability shall contain coverage no more restrictive than the underlying policies and shall follow the form of the underlying policy with respect to additional insured coverage.

G. Professional Liability Insurance: If this Agreement requires Contractor to perform design, engineering, construction management, or consulting, in lieu of or in addition to general contracting (for which professional liability insurance shall not be required), Contractor shall provide Professional Liability, or Errors & Omissions, Insurance in an amount not less than \$3,000,000 per claim, and \$3,000,000 in the aggregate, covering Contractor, its employees, subcontractors, and agents for claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services or support services required under this Agreement, including claims, demands, or any other payments Contractor shall become legally or contractually obligated to pay for breaches to and failures in electronic and physical security, breach of confidentiality, and invasion of or breach of privacy.

2. The Owner shall be included as an additional insured, with a cross liability clause, under the insurance policies required of Contractor under Subparagraphs 1.b, 1.d, and 1.f above. Cross Liability shall mean that in the event a claim is made for (i) damages to property belonging to either Contractor or Owner or (ii) for personal injuries suffered by any employee of either Contractor or Owner, for which the other party hereto is or may be liable, the Contractor's policy shall cover either the Owner or Contractor against whom a claim is made or suit is brought may be made in the same manner as if a separate policy had been issued to Owner and Contractor except with respect to the limit of the insurance liability. All insurance provided by Contractor except Worker's Compensation/Employer's Liability shall be primary, and any insurance maintained by The Owner shall be excess and not contributing with Contractor's insurance. In addition, to the extent permissible by law, the insurance policies required in Subparagraphs 1.a, 1.b, and 1.f shall include waivers of subrogation against Owner. Contractor shall arrange with its insurance company to endorse its insurance policies consistent with this paragraph.

3. Owner shall be notified of cancellation, nonrenewal, or any restrictive amendment of the policies at least 30 days prior to the effective date of such cancellation, nonrenewal or amendment. Notice shall be by certified mail, return receipt requested, addressed to Owner at the address set forth



in Article XV. Contractor shall replace canceled coverage so that no gap in coverage occurs. If Contractor's insurance is canceled because Contractor failed to pay its premiums or any part thereof, or if Contractor fails to provide and maintain certificates of insurance as set forth herein, Owner may pay such premium to the insurance company or obtain such coverage from other companies, and deduct such payment from any sums that may be due Contractor, or Owner may seek immediate reimbursement for from Contractor for such payments.

4. Contractor shall provide Certificates of Insurance to Owner immediately upon execution of the Agreement, and upon execution of each subsequent Purchase Order, unless a current valid certificate is on file with The Owner. Such certification shall indicate compliance with subparagraphs a through e of Paragraph 1 above. The certificate shall specifically refer to the waiver of subrogation required under Subparagraph 2 above; inclusion of The Owner an additional insured under Subparagraphs 1.b, 1.d, and 1.f above; and contractual liability assumed under 1.c above.

5. The Contractor shall not violate, or permit to be violated, any conditions of the insurance policies, and shall at all times satisfy the requirements of the insurance companies writing such policies.

6. The right of the Contractor to receive any payments under this Agreement is contingent upon The Contractor's full compliance with all of the provisions of this Article.

7. Contractor shall require that all subcontractors of Contractor maintain appropriate insurance. The limits and types of insurance required shall be determined by Contractor in accordance with its evaluation of each subcontractor's Work to be performed. Contractor and its insurers shall be primarily liable for all Loss caused by Contractor's subcontractors and suppliers

8. The furnishing of insurance by Contractor shall in no way be construed to relieve or limit Contractor's or its Subcontractors' liability, responsibility, or obligation whatsoever otherwise imposed by this Agreement.

9. While any Project is in progress, and until final payment is made under the corresponding Purchase Order, Owner will maintain property insurance on the replacement value of its completed improvements, and builder's risk insurance on the replacement cost of the Work for each Purchase Order where Contractor has not received final payment. The builder's risk insurance shall be an "all risk" policy form, and shall insure against the perils of fire and extended coverage and physical loss or damage, including lightning, explosion, windstorm, hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, collapse (however caused), flood, demolition, earth movement, water damage, and testing (if applicable). The builder's risk coverage shall protect the interests of Owner, Contractor, and the subcontractors at all tiers in the Work. Such Owner-provided builder's risk insurance shall provide coverage for loss or damage to equipment, materials, fixtures, supplies, machinery and similar items which are stored at the project site and which are intended to become a part of the Work. Such insurance shall not cover the equipment, tools, or other property of Contractor or its subcontractors, and Contractor and its respective subcontractors shall be solely responsible for loss of or damage to such items. Contractor shall be responsible for the lesser of the deductible amount or the first \$5,000 of any loss it causes or contributes to, or any claim it asserts, under such policy. Subject to this paragraph, Owner and Contractor waive all rights against each other and their respective agents, employees, contractors, and subcontractors at any tier for loss or damages



to the extent that damages are covered by applicable insurance, except such rights as any such party may have to the proceeds of such insurance.

**ARTICLE XX  
NO WAIVER**

A failure by either party to insist upon the other party's strict performance of any of the terms of this Agreement in any one or more instances, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment by that party of its right to assert or rely upon any such terms or option on any future occasion. ARTICLE XXI WARRANTY Contractor warrants: 1. That Contractor will perform all Work in accordance with all applicable laws, codes, ordinances, statutes, and safety regulations; 2. That all labor, materials, and other items of Work shall be free of defects, errors, omissions, or flaws, and shall be of good quality. All material, if any, supplied in connection with the Work shall be new, unless the Purchase Order for such Work states otherwise; 3. That Contractor and/or its subcontractors are duly licensed to perform the Work; 4. That Contractor shall provide to Owner all applicable manufacturers' and suppliers' warranties, shall not act to void or limit such warranties, and shall assist Owner in obtaining relief and/or recovery under such warranties for the life thereof. Such suppliers and manufacturer's warranties shall be in addition to and not in replacement of the warranties of Contractor. ARTICLE XXII

**ARTICLE XXI  
WARRANTY**



Contractor warrants: 1. That Contractor will perform all Work in accordance with all applicable laws, codes, ordinances, statutes, and safety regulations; 2. That all labor, materials, and other items of Work shall be free of defects, errors, omissions, or flaws, and shall be of good quality. All material, if any, supplied in connection with the Work shall be new, unless the Purchase Order for such Work states otherwise; 3. That Contractor and/or its subcontractors are duly licensed to perform the Work; 4. That Contractor shall provide to Owner all applicable manufacturers' and suppliers' warranties, shall not act to void or limit such warranties, and shall assist Owner in obtaining relief and/or recovery under such warranties for the life thereof. Such suppliers and manufacturer's warranties shall be in addition to and not in replacement of the warranties of Contractor

## **ARTICLE XXII**

### **LIENS**

1. Payment shall not become due under any Purchase Order until Contractor delivers to Owner all Subcontractor partial lien waiver forms (Form # 2) properly executed by all subcontractors of any tier and, if requested by Owner, major suppliers, who have provided Work exceeding \$50,000 in value on the Project, and Contractor partial lien waiver forms (Form # 1) properly executed by Contractor. Attachment #2 hereto contains Form #1 and Form #2. Each waiver shall waive Contractor's and each of its respective Subcontractor's lien rights through the end of the prior period for which Contractor has received payment from Owner (e.g., such waivers shall generally be effective through the end of the month prior to the month for which Contractor currently seeks payment).

2. At the time Contractor requests final payment, Contractor shall provide lien waivers executed by Contractor and all Subcontractors providing labor and/or materials to the Project exceeding \$50,000 in value, on Forms #1 and 2; within 10 days of receiving final payment, Contractor and each of the same Subcontractors shall provide executed Final Lien Waivers to Owner on Forms #3 and #4.

3. If Contractor fails or refuses to make prompt payment for labor, materials, or other Work any entity furnishes to or through Contractor for the Work as the claim becomes due, Owner may pay directly the person or entity furnishing the labor, material or work, and deduct the amount of the payment against funds due Contractor. Prior to such payment, Owner will notify Contractor of its intended payment, and will allow Contractor a reasonable time in which to pay or otherwise resolve the claim. Subject to Paragraph 4 below, Owner shall not pay the claim if Owner finds that a reasonable basis exists to contest the claim, and Contractor certifies that Contractor shall contest the claim by defending against the claim, at Contractor's cost. The Owner's payment of a claim under this paragraph shall not relieve Contractor or Contractor's surety, if any, of responsibility for those claims.

4. Contractor shall, within 14 days after Owner notifies Contractor of the existence of any lien  
5. or claim filed against Owner, Owner's property or the Project by any subcontractor,  
6. supplier, or any other person or entity claiming to be a creditor of Contractor, cause the lien or claim to be removed of record and/or bonded, at Contractor's sole cost and expense. At Contractor's request, Owner may allow Contractor to defend and indemnify Owner and its property in lieu of presenting a bond.

## **ARTICLE XXIII**



## CONTRACTOR SAFETY

1. Contractor shall be solely responsible for safety related to the Work. For the protection of its personnel from the hazards of the jobsite, and for the protection of all others at the jobsite who may be exposed to any hazards created by Contractor's personnel working at the jobsite, Contractor shall have an overall safety program. At a minimum the Safety Program shall comply with Federal Metal and Nonmetallic Mine Safety and Health Standards (MSHA), 30 CRF Parts 56, 57, and 58, and with 29CFR1926 – Construction Standards, and shall include training appropriate for persons performing work in the construction and mining environment.

2. Contractor shall comply with all Mississippi Lime Company Safety Standards, the latest edition of which Contractor shall request and obtain from Owner before starting Work under any Purchase Order. All persons shall receive MSHA, Part 46 or Part 48, training prior to starting work on Owner's property. A minimum of 24 hours of new miner training is required for all persons that work above ground, and 40 hours for all persons working underground. All employees shall also receive annual site-specific safety training. Contractor shall make available to Owner's project manager or other designee the records of MSHA Part 46 or Part 48 training; such records shall be kept on site and available to the trained employees, their representatives, and MSHA, upon request. Contractor shall provide to Owner proper certification of each employee of Contractor, before Contractor begins Work. For each employee of Contractor or any subcontractor subject to such safety training, Contractor shall provide to Owner such person's certificate of such safety training and MSHA Mine Identification Number, before such person performs any Work. In addition, Contractor shall ensure that all safety training plans of Contractor and each of its subcontractors are maintained and available for inspection at Owner's site. Contractor shall have on-site, at all times Work is performed, a designated or "go-to" safety representative.

3. Contractor shall ensure that all of its subcontractors and suppliers of every tier strictly comply with all applicable safety requirements. At Owner's request, Contractor shall immediately remove from Owner's property any employee of Contractor or any subcontractor that Owner observes violating any safety requirement or acting unsafely.

4. Contractor shall not be responsible for construction safety precautions or programs of any persons other than Contractor's personnel and subcontractors, but Contractor shall report to Owner obvious safety deficiencies of others that Contractor observes. Owner agrees to abide by any reasonable safety-related instruction provided by Contractor or Contractor's Representative which involves the Work or an area providing access to or from the location where the Work is being performed.

### **Special Provisions:**

Restructuring the culvert area for the track to drain through a newly installed culvert.

Making sure that the complete track system has adequate drainage to prevent water standing.



Upgrading an excysting out of service #8.5 switch to a #9 switch on the Union Pacific main line.  
(This work would likely be performed by UP track employees)

Installing a #9 switch from track B to the Union Pacific main line. (This work would likely be performed by UP track employees)

Build the track through loadout structure.

Build track while other contractors are on site and performing other duties.

