

**OZARKS TRANSPORTATION  
ORGANIZATION RAILROAD TRACK  
SALVAGE AND DEMOLITION CONTRACT  
FOR  
BNSF RAIL LINE "CHADWICK FLYER" TRAIL**

THIS AGREEMENT IS ENTERED INTO BY \_\_\_\_\_ (*Entity Name*), a \_\_\_\_\_ (*name state of incorporation*) corporation (hereinafter, "Contractor"), and the Ozarks Transportation Organization, a Missouri nonprofit corporation (hereinafter, "OTO").

THIS CONTRACT made and entered into on the date hereof \_\_\_\_\_, by the parties identified above.

WITNESSETH:

THAT, WHEREAS the Ozarks Transportation Organization (OTO) issued Invitation for Informal Bids (IFIB) #004-2022 (***Attachment A – IFIB Bid Document***) to remove and purchase all railroad track materials as described in ***Attachments A through F*** to this contract; and

WHEREAS, the project is identified as the BNSF Rail Line "Chadwick Flyer" Salvage and Demolition, located on property owned by City Utilities of Springfield, MO (hereinafter called "CU") near the James River Power Station at 5701 S Kissick Ave, Springfield, MO (hereinafter called "Project"); and

WHEREAS the Contractor submitted a bid making certain representations and statements to OTO with respect to the work described in ***Attachments A through F to this contract*** and the OTO has accepted said bid;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the OTO and the Contractor as follows:

1. **Scope of Work.** The OTO agrees to engage the Contractor and the Contractor agrees to perform the work hereinafter set forth and described in "***Attachment E – Scope of Work***" in accordance with the standard of care, skill and expertise ordinarily used by other members of Contractor's profession in performing similar services. No services shall be provided by Contractor until this contract has been fully executed and the OTO has issued a Notice to Proceed.

2. **Additional Work.** The OTO reserves the right to request additional work and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this contract shall be executed and submitted for the approval of OTO prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

3. **Term.** The services of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing by the OTO, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth

in the schedule for the project which is attached hereto as "**Attachment F - Schedule**".

The OTO may but is not required to grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Contractor. Requests for extensions of time shall be made in writing by the Contractor within 5-days of the unforeseeable event and in any event, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

4. **Personnel.** The Contractor represents that Contractor will secure at Contractor's own expense; all personnel required to perform the services called for under this contract by the Contractor. Such personnel shall not be employees of or have any contractual relationship with the OTO except as employees or independent contractors of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the OTO.

5. **OTO Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the OTO nor be covered by the Workers' Compensation Program of the OTO.

6. **Contractor Warranties.** The Contractor represents and warrants to OTO that:

a. it is duly organized, validly existing and in good standing as a corporation under the laws and regulations of \_\_\_\_\_ (Contractor State of Incorporation);

b. it has the full right, power, and authority to enter into this contract, to grant the rights granted hereunder, and to perform its obligations hereunder, and this contract does not conflict with or violate any other agreement or contract to which Contractor is a party;

c. the execution of this contract by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action;

d. when executed and delivered by the Contractor, this contract will constitute the legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms;

e. The Contractor shall perform its obligations under this contract using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this contract; and

f. The Contractor is in compliance with all laws and shall perform its obligations under this contract in compliance with all laws.

g. The Contractor will provide all equipment needed to fulfil the contract.

7. **General Independent Contractor Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the OTO's employee for any purposes, including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the OTO, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This contract shall not be construed as creating any joint employment relationship between the Contractor and the OTO, and the OTO will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Compensation.

- A. The OTO is limited by law with respect to the amount of money it can pay. Contractor providing services hereunder shall be required to keep track of the amount of expenses billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. It is expected that all specified services be provided for the contract costs. In the event that work is beyond the specified scope, the contract amount may be amended.
- B. Compensation is conditioned upon acceptable performance. Provided Contractor performs the services in the manner set forth in the Attachments E & F, the payments described herein shall constitute complete compensation for all services to be rendered under this contract. The OTO expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in the Attachments E & F.
- C. Total compensation not to exceed - OTO to Contractor. It is expressly understood that the OTO shall pay the Contractor the amount of this contract, not to exceed \_\_\_\_\_ (\$\_\_\_\_\_).
- D. Total compensation not to exceed - Contractor to OTO. It is expressly understood that the Contractor shall pay the OTO the amount of this contract, not to exceed \_\_\_\_\_ (\$\_\_\_\_\_).
- E. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.

9. **Method of Payment.** Payment for services is conditioned upon acceptable performance and shall be by lump sum of the entire amount upon satisfactory completion of project within 45 days.

10. **Covenant Against Contingent fees.** The Contractor warrants that he has not employed or

retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the OTO shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

11. **Subletting, Assignment or Transfer.** No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the OTO. The subletting of the work shall in no way relieve the Contractor of his primary responsibility for the quality and performance of the work. It is the intention of the Contractor to engage subcontractors for the purposes of:

| <u>Sub-Contractor Name</u> | <u>Address</u> | <u>Nature of work</u> | <u>Percentage of work</u> |
|----------------------------|----------------|-----------------------|---------------------------|
|----------------------------|----------------|-----------------------|---------------------------|

12. **Site Safety.** Contractor shall ensure that the project site is safe and shall be responsible for the safety and actions of its employees, contractors, subcontractors, and agents at the project site. OTO makes no representations or warranties regarding the safety of the project site and shall not have any responsibility for ensuring its safety. Contractor hereby waives all claims against OTO arising out of or relating to the safety of the project site other than for claims caused by OTO's willful misconduct. Contractor shall defend, indemnify, and hold harmless OTO, City utilities, the Board of Public Utilities, the City of Springfield, Missouri and their officers, directors, Board members, Council members, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from the safety of the project site, accidents occurring at the project site, damage to property, or the injury or death of any person which are related to the performance under this contract or Contractor's failure to perform under this contract.

13. **Exchange of Data.** All information, data, and reports in the OTO's possession and necessary for the carrying out of the services related to this contract, shall be furnished to the Contractor without charge, and the parties shall reasonably cooperate in connection with this contract.

14. **Confidentiality of Documents.** The Contractor agrees that the Contractor's services under this contract and all information provided to the Contractor by OTO (the "Confidential Information") shall be kept confidential. The Contractor shall not disclose the Confidential Information during the term of this contract or after its termination. The Contractor shall not disclose any Confidential Information to any other person, corporation, governmental entity, or news media, excepting only to such employees, subcontractors, and agents as may be necessary to allow them to perform services for the Contractor in the furtherance of this contract, without the prior approval of the OTO; provided, however, that any confidentiality and non-disclosures requirements set out herein shall not apply to Confidential Information which (1) is already in the public domain or is already in the Contractor's possession at the time the Contractor performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required

to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the OTO under Chapter 610, RSMo, shall not constitute a breach of this contract. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the OTO, in advance.

15. **Access to Records.** The Contractor shall maintain all books, documents, papers and other pertaining to costs incurred in connection with the contract and make such materials available at such Contractor's office at all reasonable times at no charge during this contract period, and for three (3) years from the date of final payment under this contract, for inspection by the Missouri Highway Commission, FHWA, or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the OTO, State, FHWA, or other Federal agencies. Except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the OTO, the FHWA, or any authorized representatives of the Federal Government and the State of Missouri, have disposed of all such litigation, appeals, claims or exceptions related thereto.

16. **Insurance**

a. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by the Ozarks Transportation Organization (OTO), insurance of such types and in such amounts as may be necessary to protect it and the interests of OTO and City Utilities against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by OTO. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve him of any contractual responsibility or obligation or liability under the Contract Documents.

b. The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with OTO before this contract can be executed. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of OTO or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

OTO Project Manager  
Ozarks Transportation Organization  
2208 W. Chesterfield Blvd. Suite 101  
Springfield, MO 65807

c. The Contractor's insurance coverage shall be for not less than the following limits of liability:

1. Workers' Compensation - Statutory Limits, Employer's Liability: \$1,000,000

2. Commercial General Liability Insurance: \$500,000 per person up to \$3,000,000 per occurrence.
3. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence.

d. Contractor shall require any and all subcontractors with whom he enters into a contract to perform Work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of OTO, provide evidence of such insurance. Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold OTO and City Utilities harmless there from. These Insurance Requirements are intended to be minimum coverages, and OTO does not warrant that coverages or amounts will be sufficient protection for contractors, OTO or City Utilities. Contractors will be responsible for any deficiencies thereof.

e. Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement "All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of OTO or cancellation of such insurance." must be met wherever permitted by law.

#### 18. **Termination of Contract.**

a. **Termination for Default [Breach or Cause]** If the Contractor does not deliver services in accordance with the contract delivery schedule, or, if the Contractor fails to perform work in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the OTO may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the OTO that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the OTO, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

b. **Termination for Convenience.** The OTO, by written notice, may terminate this contract, in whole or in part, when it is in the OTO's interest. If this contract is terminated, the OTO shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

c. The Contractor shall remain liable to the OTO for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this

contract during its term, including those giving rise to a termination for non-performance or breach by Contractor. This liability shall survive and shall not be waived, or estopped by final payment under this contract.

d. The Contractor shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Contractor is deprived of the opportunity to complete the Contractor's services.

e. Upon the occurrence of any material contract breach by the OTO, the Contractor may suspend performance hereunder by giving the OTO thirty (30) days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the OTO. In the event the condition is not remedied within one hundred twenty (120) days of the Contractor's original notice the Contractor may terminate this contract.

f. **Opportunity to Cure.** The OTO in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to OTO's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by Contractor of written notice from OTO setting forth the nature of said breach or default, OTO shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude OTO from also pursuing all available remedies against Contractor and its sureties for said breach or default.

g. **Waiver of Remedies for any Breach** - In the event that OTO elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by OTO shall not limit OTO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

19. **Responsibility for Claims and Liability.** The parties mutually agree to the following:

a. The Contractor shall defend, indemnify, and hold harmless OTO, the Missouri Department of Transportation ("MoDOT"), and FHWA and each of their officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from the Contractor's or its employee's, subcontractor's, permitted assign's, or agent's performance or failure to perform under this contract including but not limited to any failure to comply with state, federal, or local laws such as wage and hour laws.

b. In no event shall the OTO be liable to the Contractor for special, indirect, or consequential damages, except those caused by the OTO's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the OTO shall be limited to the amount of money to be paid by the OTO under this contract.

20. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments issued to Contractor has been made in full.

21. **Disadvantaged Business Enterprises**

a. DBE Goal: The following DBE goal has been established for this contract. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as OTO deems appropriate.

22. **Nondiscrimination Administrative Rules.** The Contractor shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this contract.

23. **Civil Rights.** The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Contractor is providing services or operating programs on behalf of the USDOT or Missouri Highway Commission, it shall comply with all applicable provisions of Title II of the American with Disabilities Act.

24. **Nondiscrimination.** The Contractor shall not discriminate on grounds of race, color, religion, sex, national origin, age, or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

This Contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60- 300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

This Contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60- 741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

25. **Energy Conservation.** The Contractor agrees to comply with mandatory standards and



policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**26. False Statements or Claims, Civil and Criminal Fraud**

a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this contract. The Contractor shall certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the USDOT deems appropriate.

b. The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA under 23 U.S.C. Sections 104(f) and 1364 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 U.S.C 1001 on the Contractor, to the extent the USDOT deems appropriate.

**27. No Obligation by the Federal Government.** The Contractor acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party pertaining to any matter resulting from this contract. The Contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA.

**31. Attorney Fees.** In the event of any litigation arising from breach of this contract the OTO shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

**32. Venue.** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this contract, or regarding its alleged breach, shall be instituted only in the Circuit Court of Greene, Missouri.

**34. Law of Missouri to Govern.** This 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 to the performance of the contract.

**35. Successors and Assigns.** The OTO and the Contractor agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

36. **Entire Agreement.** This contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

37. **Notice.** All notices, requests, demands and other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given, made and received on the third day after being sent by certified mail, postage prepaid, return receipt requested, or on the date sent if sent by a nationally recognized overnight courier in each case addressed to each party's address in their respective signature blocks. A party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

39. **Attachments – Contract Documents.** The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – IFIB Bid Document

Attachment B – Contractor completed and signed Cover Page to the IFIB

Attachment C - Contractor completed Contractor Bid Form (from IFIB)

Attachment D – Contractor completed and signed Bid Affidavit (from IFIB)

Attachment E – Scope of Work

Attachment F – Schedule

Attachment G – Drawings/Plans

Attachment H – Job Special Provisions

**INVITATION FOR INFORMAL BID (IFIB): #004-2022, BNSF Rail Line "Chadwick Flyer" Salvage and Demolition**

**DEADLINE:** Monday, September 26, 2022, at 5:00 PM, Central Standard Time

**DELIVERY LOCATION:** 2208 W. Chesterfield Blvd., Suite 101, Springfield, MO 65807

**PURCHASING AGENT:** Debbie Parks, [dparks@ozarkstransportation.org](mailto:dparks@ozarkstransportation.org)

**DATE OF ISSUE:** Monday, August 29, 2022

Bids should be submitted in an envelope with the bid number and the respondent's name and address clearly indicated on the envelope or by e-mail with "Invitation for Bid: #004-2022" in the subject line. The Ozarks Transportation Organization (OTO) will also accept electronically submitted bids through its e-bidding service provider, DemandStar, which can be accessed through the OTO's website. All submissions must be submitted by the time and date above. Proposals submitted by e-mail are not to be considered received until a confirmation has been sent by the Purchasing Agent, Debbie Parks. The confirmation subject line will read, "Confirmation Receipt – OTO Bid #004-2022."

- Bids shall be submitted on the Contractor's Bid Form provided and may be manually, electronically, or digitally signed by the individual authorized to legally bind the company. Bidders are to submit all pages of the IFIB identified with "Return this Page" stated on the bottom right corner of said pages. Failure to do so shall render your bid non-responsive.
- Bids received after the opening date and time shall not be considered.
- The cutoff for any questions pertaining to this bid is **Thursday, September 15, 2022**.
- All questions and bid addendums will be posted to the OTO website.

The undersigned hereby offers to furnish & deliver the services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal by the Bidder unless upon mutual written agreement by the Bidder and the OTO Executive Director. The undersigned certifies that they have the authority to bind the bidder in a contract to supply the service in accordance with all terms and conditions contained herein.

Name of Firm/Consultant: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Respondents are strongly encouraged to carefully read the entire Invitation for Informal Bid.

**RETURN THIS PAGE**

## I. GENERAL INFORMATION

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### Purpose

The Ozarks Transportation Organization is seeking qualified firms or persons to provide removal of rail and rail ties from an abandoned Burling Northern Santa Fe (BNSF) railroad bed in accordance with the requirements and provisions stated herein. A contract will be issued upon successful selection of a contractor.

### Background

The Ozarks Transportation Organization (OTO) Metropolitan Planning Organization (MPO) is the federally designated regional transportation planning organization that serves as a forum for cooperative transportation decision-making by state and local governments, and regional transportation and planning agencies. MPO's are charged with maintaining and conducting a "continuing, cooperative, and comprehensive" regional transportation planning and project programming process for the MPO's study area. The study area is defined as the area projected to become urbanized within the next 20 years.

OTO's Board of Directors includes local elected and appointed officials from Christian and Greene Counties, and the cities of Battlefield, Nixa, Ozark, Republic, Springfield, Strafford and Willard. It also includes technical staffs from the Missouri Department of Transportation, Federal Highway Administration, Federal Transit Administration, and the Federal Aviation Administration and members from public transportation providers and citizen representatives.

OTO has entered into a License Agreement with City Utilities of Springfield, Missouri (CU) to construct an approximate 1.75-mile multi-use trail across property owned by the CU as part of the Springfield area multi-use trail system. The trail will be located on an abandoned Burlington Northern Santa Fe (BNSF) railroad bed owned by CU near Lake Springfield. This Informal Bid will focus on demolition of the existing railroad located on the railbed.

## Schedule

The following is the schedule of events which are anticipated by OTO for the implementation and completion of selecting the firm/consultant to provide the requested services as outlined in the Statement of Scope. OTO may, at its discretion, revise the schedule of events at any time as may be in its best interests.

|                                                          |                                 |
|----------------------------------------------------------|---------------------------------|
| Invitation for Informal Bids (IFIB) Issued               | August 29, 2022                 |
| Pre-Bid Meeting                                          | September 12, 2022 @ 10:00 a.m. |
| Deadline for Submitting Questions                        | September 12, 2022 @ 5:00 p.m.  |
| Deadline for OTO's Response to Questions                 | September 15, 2022 @ 5:00 p.m.  |
| Deadline for Submitting Bids                             | September 26, 2022 @ 5:00 p.m.  |
| Anticipated Selection & Bid Notification                 | October 5, 2022                 |
| Anticipated OTO Executive Committee Approval of Contract | October 12, 2022                |
| Anticipated Notice to Proceed                            | October 13, 2022                |
| Anticipated Completion of Work                           | January 30, 2023                |

## OTO Terms and Conditions

The following OTO Terms and Conditions are applicable to this bid:

- A. This bid does not commit OTO to select a firm/consultant or to pay any costs incurred in the preparation or mailing of the bid. A failure to award a contract will not result in a cause for action against the OTO.
- B. Bidders may modify bids in writing, by the same means as the original bid submission, prior to the bid closing date.
- C. Bidders implicitly acknowledge all Addenda issued when they submit the bid form. Any Addenda will be placed on the OTO website.
- D. A bid may be withdrawn without penalty if a written request by the bidder is presented to the OTO prior to the bid closing time.
- E. The OTO reserves the right to the following:
  - o To waive minor deficiencies and informalities.
  - o **To accept or reject any or all bids received as a result of the IFIB.**
  - o To obtain information concerning any or all proposers from any source.
  - o To seek new submissions when such a procedure is reasonable and in the best interests of OTO.

## II. Bid Instructions

### Preparation of Bids

1. Bidders are expected and required to examine and understand any drawings, specifications, schedules, and all instructions related to this IFIB. Failure to do so will be at Bidder's risk.
2. Each bidder shall furnish the information required by the IFIB. The Bidder shall sign the IFIB. Erasures or other changes must be initialed by the person signing the offer.
3. Unit price for each unit shall be shown if bid by unit.
4. Exceptions to Bid clauses must be clearly noted on the Bid Affidavit Form.
5. Prices quoted are firm, final and shall include all transportation charges to be paid by Contractor, unless requested as a single line item.
6. Bids shall only be accepted on the official Contractor Bid Form, attached to these specifications. Any bids submitted that are not on the official bid forms will not be accepted.
7. Return the cover sheet (page 1 of bid packet), fill out the Bid forms (pages 10 & 11).

### PRE-BID MEETING

A pre-bid meeting will be held at **10:00 AM (CST) on September 12, 2022**, at the Pavilion located across S Kissick Ave from the James River Power Station at 5701 S Kissick Ave, Springfield, Missouri. Participation in this Pre-Bid Meeting is not mandatory, but it is highly recommended. Please RSVP to the project contact listed above if you plan to attend.

After the Pre-Bid meeting, the OTO Project Manager will conduct a walking tour of the rail line for all interested parties.

### Submissions

Proposals may be submitted by hand delivery, mail, e-mail, or through DemandStar. Submissions should be received by OTO no later than the delivery deadline **Monday, September 26, 2022, at 5:00 PM**.

Submissions shall be addressed as follows:

By Mail/Hand Delivery:

Ozarks Transportation Organization (OTO)  
2208 W. Chesterfield Boulevard, Suite 101  
Springfield, MO 65807

By E-Mail:

[dparks@ozarkstransportation.org](mailto:dparks@ozarkstransportation.org)

Submissions should be marked in the email subject line or on the envelope:

"IFIB: #004-2022"

Proposals submitted by e-mail are not to be considered received until a confirmation has been sent by the Purchasing Agent, Debbie Parks. The confirmation subject line will read, "Confirmation Receipt – OTO IFIB #004-2022." It is the responsibility of all submitters to verify receipt of proposal.

All proposals must be valid for a minimum period of **ninety (90)** days from the close of this IFIB.

## Addendums

If it becomes necessary to revise or amend any part of the IFIB, OTO will furnish the revision by notice on the OTO Website at <https://www.ozarkstransportation.org/what-we-do/requests-for-proposal>, not later than September 21, 2022.

## Point of Contact

Contract Documents are available online as instructed in the Contract section below. **Questions should be directed to the following:**

Debbie Parks  
Ozarks Transportation Organization  
2208 W. Chesterfield Boulevard, Suite 101  
Springfield, MO 65807

(417) 865-3042 X 106  
[Dparks@Ozarkstransportation.org](mailto:Dparks@Ozarkstransportation.org)

Inquiries must be received within 15 calendar days from the date the IFIB is issued. Responses to all inquiries received by this deadline will be posted electronically and made publicly available at <https://www.ozarkstransportation.org/what-we-do/requests-for-proposal> within 18 calendar days from the date the IFIB is issued.

## BIDDER'S RESPONSIBILITIES

By submitting a bid, each bidder represents that they are familiar with, assumes full responsibility for having familiarized themselves with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances. Note: This invitation for informal bids does not commit OTO to enter into a Contract, to pay any costs incurred in the preparation or presentation of a bid, nor to procure or contract for the equipment.

## Insurance Requirements

The selected Contractor shall provide, with each original of the signed Contract, an insurance certificate acceptable to the OTO. The Contractor shall submit insurance certificates to the OTO at the commencement of this Contract and at policy renewal or revision dates.

The Contractor shall maintain commercial general liability, automobile liability, and workers' compensation and employer's liability insurance in full force.

The minimum coverage shall be for not less than the following limits of liability:

- Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence.
- Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence.
- Workers Compensation in accordance with the statutory limits, and Employer's Liability: 1,000,000.00
- The selected Contractor bidder will be required to provide proof of insurance before a contract can be executed.

## ERRORS IN PROPOSALS

Each bidder must carefully examine their bid prior to submission. Failure to do so is at the bidder's risk. The bidder is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a bid after opening. There shall be no erasures in any bid. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the bidder's initials and date.

## QUESTIONS AND REQUESTS FOR INTERPRETATIONS AND CLARIFICATIONS

To ensure fair consideration for all bidders, OTO prohibits communication to or with any board member or employee during the bidding process, except as provided below. Additionally, OTO prohibits communications initiated by a bidder to OTO official(s) or employee(s) evaluating or considering the bids prior to the time an award decision is made. Any communication between bidder(s) and OTO will be initiated by the appropriate OTO Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the submissions. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the submissions and/or any future submissions(s).

- A. Any questions relative to interpretation of specifications or the submissions process shall be addressed to Debbie Parks in writing via email ([dparks@ozarkstransportation.org](mailto:dparks@ozarkstransportation.org)), in ample time before the September 12, 2022, Pre-Bid Meeting and no later than 5:00 pm, September 12, 2022. Any answers to questions, interpretations or clarifications made to prospective bidders will be expressed in the form of an addenda to the Invitation for Informal Bids which, if issued, will be conveyed to all prospective bidders no later than five (5) days prior to the date set for receipt of submissions via the OTO website, [www.ozarkstransportation.org](http://www.ozarkstransportation.org). In addition, all answers to questions, interpretations or clarifications made to prospective bidders, as well as any addenda issued will be discussed at the September 12, 2022, Pre-Bid Meeting.
- B. It will be the responsibility of the bidder to contact OTO prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addenda with the submissions.

## Public Records

All bids submitted in response to this IFIB become the property of OTO and public records, as such, may be subject to public review after the final firm/consultant is selected.

## Federal Contracting Requirements

Any contracts resulting from this IFIB will be subject to standard federal contract clauses, including, but not limited to, those found at <https://www.ozarkstransportation.org/what-we-do/requests-for-proposal>

## Equal Employment Opportunity

OTO does not discriminate in any of its programs and activities. The consultant awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against, on the basis of race, sex, religion, age, national origin, or disability. In addition to these requirements, since federal funds will be used to finance this project, the successful consultant shall comply with all civil rights requirements applicable to transportation-related projects.



## TITLE VI NOTIFICATION.

"The Ozarks Transportation Organization, in accordance with the provisions of the Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."



*For persons with disabilities needing reasonable accommodations please contact OTO at 417-865-3042 at least 48 hours in advance of the question deadline. If you need relay services, please call the following numbers: 711 - Nationwide relay service; 1-800-735-2966 - Missouri TTY service; 1-800-735-0135 - Missouri voice carry-over service.*

## Project Specifications

BNSF Rail Corridor “Chadwick Flyer” Salvage and Demolition  
Chadwick Flyer Rail Line, Springfield, MO

Inactive Line/Trail Development

Invitation for Informal Bid Packet

August 29, 2022

## Project Participants

Ozarks Transportation Organization (OTO)  
Ozark Greenways  
City Utilities

## Scope of Work

Ozarks Transportation Organization is sponsoring the removal of rail, ties, and other RR related infrastructure, from the BNSF Rail line formerly known as the “Chadwick Flyer” for the future construction of the Chadwick Flyer trail. The rail removal project will begin just northeast of where the rail line crosses Kissick Avenue (N: 464810.28, E: 1419565.41) and ends at a point approximately 1.5 miles southwest along the rail line (N: 458612.39, E: 1414727.71). See attached project plans.

OTO and Engineering Consultant Firm, Crawford, Murphy and Tilley, will provide general supervision and administration during the track removal project.

The Contractor will provide track demolition expertise, skilled labor, specialized maintenance equipment, tools, and other materials required to complete the track removal work as summarized below and described in detail in Sample Contract (see Attachment A – Scope of Work) and all drawings, specifications and Job Specific Provisions (see Contract Documents available online as instructed in the Contract section below):

- The railroad track section within this scope of work is approximately 1.75 miles in length containing approximately 32,404 linear feet of rail as designated on plans.
- Contractor will Remove/Dismantle any existing railroad materials, including rails and ties, as well as incidental rail materials such as switches, join bars, bolts, tie plates, spikes, and other miscellaneous railroad materials within the designated areas as shown on the plans.
- Contractor shall **not** remove rail materials within existing pavement crossings at Crenshaw Road near the James River Power Station or Kissick Avenue.
- Contractor shall **not** remove any ballast from the railbed.
- Contractor shall remove all rail material in such a manner as to minimize affects to the existing railbed and surrounding features. In addition, all existing railbed slopes shall be maintained throughout the project area.
- All work/employees/equipment shall be kept on top of the existing railbed.

- City Utilities of Springfield, MO will review any Contractor proposed access points to the railbed and must provide approval of entry points prior to Contractor entering the property.
- Contractor retains ownership of all removed rail materials and debris.
- Contractor will credit (negative bid price) the project in the bid with a salvage value of all steel materials. It is the Contractor's responsibility to dispose of any materials not salvaged.
- Contractor shall dispose of all ties and debris not kept or salvaged at a permitted solid waste and construction/demolition landfill.
- Upon completion of removing/dismantling all rail material, the Contractor will clean-up and restore the disturbed railbed where rail removal work occurred within the designated areas shown on the plans. Contractor shall grade the railbed to smooth and level the surface.

## Technical Requirements

Dismantling of rail, joint bars and tie plates

- All rail joint bars (and Compromise Joint Bars) shall be removed prior to any movement of the rail.
  - Joint bar bolts may be cut off with a saw or unbolted. Bolts shall not be cut off with a torch.
- Tie plate removal shall be completed with spike puller as to not damage the plates, excavator budget removal not allowed. Spikes shall be removed with a spike puller prior to the removal of the tie plate.

## Project Schedule

Work will begin depending on the issuance of the Notice to Proceed, pending the OTO Board contract approval and execution of contract. The final completion date for this project is January 30, 2023.

## Contract

Sample contract for IFIB #004-2022 (with attachments), complete with the IFIB and all detailed specifications, job specific provisions and drawings can be viewed and downloaded from the OTO website: <https://www.ozarkstransportation.org/what-we-do/requests-for-proposal>.

Upon award and execution of the OTO-Contractor Contract, the entire agreement/contract for this project will consist of the following:

- IFIB Bid Document
- Contractor completed and signed Cover Page to the IFIB
- Contractor completed Contractor Bid Form (from IFIB)
- Contractor completed and signed Bid Affidavit (from IFIB)
- Fully executed OTO-Contractor Contract (including all attachments to the contract)
- Specifications and Job Specific Provisions
- Drawings/Plans

## Conditions at Site

Bidders shall visit the site and be responsible for having ascertained pertinent local conditions such as: location, accessibility, general character of the site, the character and extent of work within or adjacent to the site, and any other work being performed at the time of submission of this bid. Site can be accessed via the pre-bid meeting or by appointment only.

## Contractors Qualifications

The successful bidder shall provide evidence upon request that they have been in the construction business successfully performing this type, scale, and quality of work with demonstrated prior experience.

## Starting Date

The Contractor shall start work after the notice to proceed is received. The notice to proceed shall be issued immediately upon contract approval by OTO Board and execution of contract.

## Protection of Existing Property

It shall be the responsibility of the contractor to protect existing property from damage. Any damage caused by the contractor in the performance of the work shall be repaired or replaced at the Contractor's expense to the satisfaction of the Chadwick Flyer Trail Project Manager.

## Clean-Up

All debris from the project shall be cleaned up and removed from the site.

## Contractor Bid Form

The undersigned Bidder, identified as the CONTRACTOR, having carefully reviewed the bid documents and having examined the project site, proposed to provide all necessary machinery, tools equipment, labor and other means of construction, to furnish all materials not supplied by the OTO and to perform and complete all specified work within the prescribed time, at the named unit and total prices set forth below. All work must be performed to the satisfaction of the OTO and completed by January 30, 2023.

### Schedule of Values for Railroad Rail and Tie Removal on Chadwick Flyer Rail Corridor in Springfield, MO.

| Item                                                               | Values                                                                                                                             | <u>Cost</u> |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------|
| SV-01                                                              | Mobilization and Demobilization                                                                                                    |             |
| SV-02                                                              | Removal of approximately 1.5 miles of railroad track (approximately 32,082' of rail length) of 100lb rail, joint bars, and plates. |             |
| SV-03                                                              | Tie removal and disposal                                                                                                           |             |
| SV-04                                                              | Linear grading, Clean-Up, and Restoration of disturbed railbed, and disposal of materials                                          |             |
| SV-06                                                              | Salvage Value to OTO                                                                                                               |             |
| Total Bid (Total of SV-01, SV-02, SV-03, SV-04, SV-05 minus SV-06) |                                                                                                                                    |             |

A negative bid total would be a payment back to the OTO based on the overall cost of work and salvage value.

NOTE: The Schedule of Values must be filled out for bid proposal to be considered responsive.

- Allowances *are not included* in this project
- Alternate Bids *are not included* on this project.

Return this Page

## Bid Affidavit

This bid, submitted by the undersigned to the Ozarks Transportation Organization agrees to perform all work specified herein by **January 30, 2023**. The undersigned bidder, being duly sworn, does depose and say that they are the authorized representative of: \_\_\_\_\_

And that the said bidder has examined and carefully prepared bid from the Project Specifications and Drawings and had checked the same in detail before submitting said proposal or bid; and that said bidder or their agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain of free competitive bidding in connection with this proposal or bid.

Any exceptions to bid should be noted here:

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Indicate the dates of your proposed rail replacement Work \_\_\_\_\_

BID submitted by:

---

Legal Name of Contractor

---

Address

---

Authorized Signature/Title

---

Date

**Return this Page**

## Definitions

**Addendum:** A document issued by the OTO that amends the Bid Documents. Addenda shall not be issued less than seventy-two hours prior to the specified bid opening time.

**Alternate Bid:** The Bidder's written offer of a specified dollar amount, submitted on the Bid Form, for the performance of a particular scope of work described in the Bid Documents. The Owner determines the low bidder based on the sum of the base Bid and any combination of Alternate Bids that the OTO selects.

**Bid:** The Bidder's written offer of a specified dollar amount or amounts, submitted on a form included in the Bid Documents, for the performance of the Work. A Bid may include bonds or other requirements. A base bid is separate and distinct from Alternate Bids. Being the only cost component necessary for the award of the contract and representing the minimum amount of Work that is essential for the functioning of the Project.

**Bidder:** Any business entity, individual or corporation that submits a bid for the performance of the work described in the Bid Documents, acting directly or through a duly authorized representative. See also Responsive and Responsible Bidder.

**Bid Documents:** The drawings, procurement and contracting requirements, general requirements, and the written specifications – including all addenda, that a bidder is required to reference in the submission of a bid.

**Contract:** A written agreement between the OTO and the successful bidder which obligates the Contractor to perform the work specified in the Contract Documents and obligates the OTO to compensate the Contractor at the mutually accepted sum, rates or prices.

**Contractor:** The individual or entity undertaking the execution of the contract work under the terms of the contract with the OTO, acting directly through a duly authorized representative. The Contractor is responsible for the means, methods and materials utilized in the execution and completion of the Work.

**Consultant:** The Engineer acting as Professional-of-Record for the Project. The Consultant is responsible for the design of the project.

**Drawings:** The graphic and pictorial portion of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

**Project:** The construction project proposed by the OTO to be constructed or removed according to the Contract Documents. The Project, a public improvement, may be tied logistically to other public improvements and other activities conducted by the OTO.

**Responsive and Responsible Bidder:** A bidder who complies, when submitting a bid on a given project, with the following responsive standards as required by the Bid Documents:

- Submits specific qualifications to bid the project;
- Attends mandatory pre-bid conference, if required;
- Submits a bid prior to the close of the bid period;
- Submits a complete bid form;
- Submits a bid without indications of intent contrary to stated requirements;
- Submits other materials and information, if required;

And meets the following minimums regarding responsible standards:

- Sustains a satisfactory record or project performance;
- Maintains a permanent place of business in a known location;

- Possesses the financial means for short- and long-term operations;
- Possesses the appropriate technical experience and capabilities;
- Employees adequate personnel and subcontractor resources;
- Maintains the equipment needed to perform the work;
- Complies with the insurance and bonding requirements;
- And other criteria which can be considered relevant to the contract.

**Work:** The construction and/or removal and services, whether completed or partially completed, including labor, materials, equipment and services provide or to be provided by the Contractor to fulfill the requirements of the Project as described in the Contract Documents.



## ATTACHMENT E

### Scope of Work

#### Project Description

The project is identified as the Chadwick Flyer Trail Phase 3 Railroad Track Purchase and Removal project. The project is located on property owned by City Utilities of Springfield, MO (CU) near the James River Power Station at 5701 S Kissick Ave, Springfield, MO. The railroad tracks material must be removed from the project sight prior to construction of the Chadwick Flyer Trail Phase 3 in early 2023. Engineer for both this project and the future trail construction project is Crawford, Murphy, & Tilly, with offices located at 1631 West Elfindale, Springfield, MO 65807 (Engineer).

The rail removal project will begin just northeast of where the rail line crosses Kissick Avenue (N: 464810.28, E: 1419565.41) and ends at a point approximately 1.5 miles southwest along the rail line (N: 458612.39, E: 1414727.71). See attached project plans. The railroad track section within this scope of work contains approximately 31,960 linear feet of 100 pound rail as designated on plans.

#### Work Items

##### **Work Item 1: Removal of Railroad Rails and Ties**

- a. Remove/Dismantle any existing railroad materials, including rails and ties, as well as incidental rail materials such as switches, join bars, bolts, tie plates, spikes, and other miscellaneous railroad materials within the designated areas as shown on the plans. All incidental rail materials shall be removed from the project area. Removal of these incidental rail materials will be completed using a rake, followed by a magnet.
- b. Contractor shall only remove railroad materials within the designated areas as shown on the plans.
- c. Contractor shall not remove rail materials within existing pavement crossings at Crenshaw Road near the James River Power Station or Kissick Avenue. If any damage occurs to the pavement crossings, the contractor will be responsible for repairing them at no cost to the OTO.
- d. Contractor shall not remove any ballast material from railbed.
- e. Locations of the rail and tie removals vary from single track to double track and multiple tracks.
- f. Contractor shall remove the railroad rail, ties, and other incidental items in such a manner as to minimize affects to the existing railbed and surrounding features.
- g. Contractor will take special care to keep all equipment and employees used to remove the railroad materials, as well as all removed railroad materials and debris on top of the existing railbed.
- h. Contractor shall provide proposed entry points for accessing the railbed with equipment of transportation vehicles. City Utilities of Springfield, MO will review Contractor proposals and must provide approval of entry points prior to Contractor entering the property.
- i. Contractor will take special care to not damage the existing railbed slopes throughout the project area.
- j. Contractor will take special care to not allow equipment, workers or debris/materials of any kind to enter the floodplain between stations as designated on the plans.

##### **Work Item 2: Salvaging Steel Railroad Materials**

- a. Upon removal of the steel railroad material (rails and incidental railroad materials) from the sight, the Contractor retains ownership.
- b. OTO recognizes that all steel railroad materials (rails and incidental railroad materials) have significant value that the Contractor may recoup by salvaging the materials. As such, the contractor will credit (negative bid price) the project in the bid with a salvage value.
- c. It is the Contractor's responsibility to dispose of any materials not salvaged.

**Work Item 3: Railroad Tie Waste Disposal**

- a. Upon removal of the railroad ties and tie debris, the Contractor retains ownership.
- b. The Contractor has the discretion to keep some or all railroad ties and tie debris or dispose of the it at a permitted solid waste and construction/demolition landfill.
- c. If disposing of ties and debris at a permitted solid waste and construction/demolition landfill, the Contractor will provide all necessary information for the disposal of solid wastes and construction wastes to the appropriate landfill operator, including any required testing of materials and completion of forms required by the MoDNR.

**Work Item 4: Linear Grading of Rail Bed**

- a. This work shall consist of clean-up and restoration of the disturbed railbed where rail removal work occurred within the designated areas shown on the plans.
- b. Contractor shall grade the railbed in areas where removal of rail materials occurred to smooth and level the surface to the satisfaction of the OTO PM.
- c. No ballast shall be removed or added as part of this work item.

## ATTACHMENT C

### SCHEDULE OF EVENTS

|                                                                 |                    |
|-----------------------------------------------------------------|--------------------|
| <i>Invitation for Informal Bids Issued</i>                      | August 29, 2022    |
| <i>Pre-Bid Meeting</i>                                          | September 12, 2022 |
| <i>Deadline for submitting Questions</i>                        | September 12, 2022 |
| <i>Deadline for OTO's Response to Questions</i>                 | September 15, 2022 |
| <i>Deadline for submitting Bids</i>                             | September 26, 2022 |
| <i>Anticipated Selection &amp; Bid Notification</i>             | October 5, 2022    |
| <i>Anticipated OTO Executive Committee Approval of Contract</i> | October 12, 2022   |
| <i>Anticipated Notice to Proceed</i>                            | October 13, 2022   |
| <i>Anticipated Completion of Work</i>                           | January 30, 2023   |



| LEGEND          |                                         |
|-----------------|-----------------------------------------|
| (USED IN PLANS) |                                         |
|                 | TREE OR SHRUB LINE                      |
|                 | EXISTING CHAIN LINK FENCE               |
|                 | EXISTING WOOD PRIVACY FENCE             |
|                 | EXISTING SPLIT RAIL / WHITE VINYL FENCE |
|                 | EXISTING BARBED / WOVEN WIRE FENCE      |
|                 | NEW CHAIN LINK FENCE                    |
|                 | NEW WOOD PRIVACY FENCE                  |
|                 | NEW SPLIT RAIL / WHITE VINYL FENCE      |
|                 | NEW BARBED / WOVEN WIRE FENCE           |
|                 | BURIED GAS LINE                         |
|                 | BURIED ELECTRIC LINE                    |
|                 | OVERHEAD ELECTRIC                       |
|                 | COMMUNICATION LINE (BURIED)             |
|                 | FIBRE OPTIC LINE                        |
|                 | EXISTING POWER POLE & GUY               |
|                 | NEW POWER POLE & GUY                    |
|                 | EXISTING WATER LINE                     |
|                 | EXISTING GRAVITY SEWER LINE             |
|                 | EXISTING SEWER FORCE MAIN               |
|                 | EXISTING EDGE OF ROAD                   |
|                 | EXISTING GRADE ALONG NEW C (PROFILE)    |
|                 | EXISTING RIGHT-OF-WAY                   |
|                 | PERMANENT DRAINAGE EASEMENT             |
|                 | PERPETUAL UTILITY EASEMENT              |
|                 | TEMPORARY CONST EASEMENT                |
|                 | NEW RIGHT OF WAY                        |
|                 | NEW BACK OF CURB                        |
|                 | NEW CENTER LINE                         |
|                 | PROPERTY LINE                           |
|                 | BENCH MARK LOCATION                     |
|                 | EXISTING SIGN                           |
|                 | EXISTING MAIL BOX                       |
|                 | EXISTING WATER VALVE                    |
|                 | EXISTING WATER METER                    |
|                 | EXISTING FIRE HYDRANT                   |
|                 | EXISTING GAS VALVE                      |
|                 | EXISTING GAS METER                      |
|                 | EXISTING SANITARY SEWER VALVE           |
|                 | EXISTING SANITARY SEWER MANHOLE         |
|                 | EXISTING TELEPHONE PEDESTAL             |
|                 | EXISTING IRON PIN                       |
|                 | DECIDUOUS TREE                          |
|                 | EVERGREEN TREE                          |
|                 | SHRUB                                   |
|                 | CONTROL POINT                           |

STANDARD ABBREVIATIONS

|                 |                                |
|-----------------|--------------------------------|
| (USED IN PLANS) |                                |
| C.I.P           | CAST-IN-PLACE                  |
| (RCP)           | REINFORCED CONCRETE PIPE       |
| (CMP)           | CORRUGATED METAL PIPE          |
| PL              | PLASTIC                        |
| WS              | WELDED STEEL                   |
| D.I.            | DROP INLET                     |
| A.I.            | AREA INLET                     |
| J.B.            | JUNCTION BOX                   |
| (F.E.S)         | FLARED END SECTION             |
| (BC)            | BACK OF CURB                   |
| TC              | TOP OF CURB                    |
| (TP)            | TOP OF PAVEMENT                |
| R.E.            | RESIDENTIAL DRIVE ENTRANCE     |
| C.E.            | COMMERCIAL DRIVE ENTRANCE      |
| F.E.            | FIELD ENTRANCE                 |
| TBM             | TEMPORARY BENCHMARK            |
| (R/W)           | RIGHT-OF-WAY                   |
| P.C.(P.O.C.)    | POINT OF CURVATURE             |
| P.I.            | POINT OF INTERSECTION          |
| P.T.(P.O.T.)    | POINT OF TANGENCY              |
| P.R.S.          | POINT OF REVERSE CURVATURE     |
| P.C.C.          | POINT OF COMPOUND CURVATURE    |
| PVI             | POINT OF VERTICAL INTERSECTION |
| (UIP)           | USE IN PLACE                   |
| (R)             | REMOVE                         |
| (RL)            | RELOCATE                       |
| (DND)           | DO NOT DISTURB                 |

# CHADWICK FLYER TRAIL - PHASE III

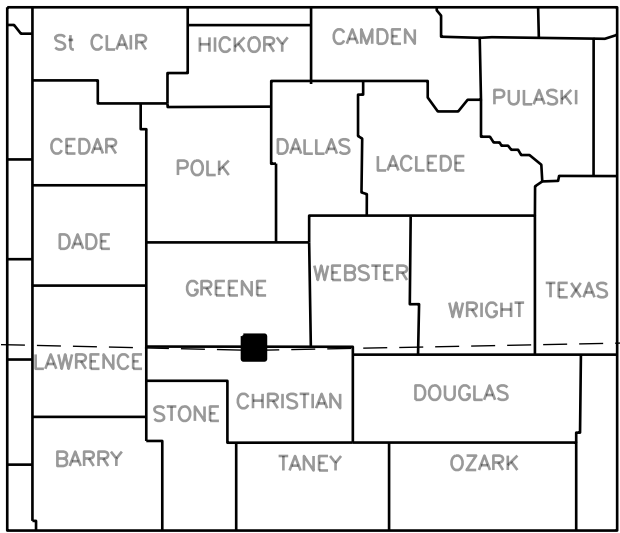
## GREENE & CHRISTIAN COUNTY, MISSOURI

### PROJECT #



### VICINITY MAP

NOT TO SCALE



### PROJECT LOCATION:

SEC20 T228N R21W  
SEC29 T228N R21W  
SEC30 T228N R21W  
SEC31 T228N R21W

### INDEX OF SHEETS

| DESCRIPTION             | SHEET NO. |
|-------------------------|-----------|
| TRAIL PLANS:            |           |
| COVER PAGE              | 1         |
| RAIL & TIE REMOVAL PLAN | 2         |

### PROJECT CONTACTS

|                                     |               |              |
|-------------------------------------|---------------|--------------|
| OZARKS TRANSPORTATION ORGANIZATION: |               |              |
| PROJECT MANAGER                     | JD STEVENSON  | 417-865-3042 |
| CITY UTILITIES                      |               |              |
| PROJECT CONTACT                     | KELLY TURNER  | 417-831-8784 |
| UTILITIES:                          |               |              |
| CU ELECTRIC                         | KEN RAMING    | 417-724-5508 |
| CU GAS & WATER                      | TYLER WAYT    | 417-831-8761 |
| CITY OF SPRINGFIELD (SEWER)         | MATT TAYLOR   | 417-864-1934 |
| OZARK ELECTRIC                      | KEN STEGAL    | 314-341-0973 |
| SOUTHERN STAR (GAS)                 | MIKE DEGRAEVE | 270-852-2125 |
| LUMEN (FIBER)                       | BOBBY KENNEDY | 417-860-4526 |
| MEDIACOM (FIBER)                    | KYLE KELLER   | 417-496-8577 |
| SPRINGNET (FIBER)                   | JOSH FLETCHER | 417-831-8519 |
| AT&T DISTRIBUTION (FIBER)           | SCOTT HALL    | 417-849-8265 |

### APPROVED BY:

SIGNATURE: SARA FIELDS  
OTO EXECUTIVE DIRECTOR

DATE SIGNED: \_\_\_\_\_  
OZARKS TRANSPORTATION ORGANIZATION  
2208 W. CHESTERFIELD BLVD., STE 101  
SPRINGFIELD, MO 65807  
417-865-3042  
FAX: 417-862-6013  
WWW.OZARKSTRANSPORTATION.ORG

SIGNATURE: Ryan Stehn

DATE SIGNED: 08/16/2022

LICENSE EXPIRATION DATE: 12/31/2022

**CMT**  
Crawford, Murphy & Tilly

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CMT JOB #22004236-00



License No. 184-000613

CONSULTANTS

### CHADWICK FLYER TRAIL - PHASE III

OWNER



MARK DATE DESCRIPTION

PROJECT NO:  
CAD DWG FILE: z\_COVER SHEET\_Rail Removal.dwg  
DESIGNED BY: RTS  
DRAWN BY: MWD  
CHECKED BY: RTS  
APPROVED BY: RTS  
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SHEET TITLE

COVER SHEET

DATE: 08/11/2022

SHEET 1 OF 2



 RAIL REMOVAL AREA  
(TO INCLUDE RAIL & TIES ONLY)

1. REMOVAL LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY.
2. CONTRACTOR SHALL REMOVE ALL RAILROAD TIES FROM THE SITE FOR EACH REMOVED RAIL SECTIONS PER JSP REQUIREMENTS.
3. CONTRACTOR TO OBTAIN NECESSARY RIGHT-OF-ENTRY PERMIT FROM CITY UTILITIES.
4. CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY FOR WORK WITHIN CITY OF SPRINGFIELD RIGHT-OF-WAY.
5. CONTRACTOR TO RE-GRADE BALLAST TO A SMOOTH SURFACE AFTER THE TIE REMOVAL.
6. THE LOCATION OF UTILITIES IS SHOWN AS REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND FIELD VERIFYING THE LOCATION OF EXISTING UTILITIES.
7. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE RAILBED AND PREVENT ANY SEDIMENT FROM LEAVING THE SITE.

LINEAR GRADING - 15,980 FT

[illegible]

|               |                                     |
|---------------|-------------------------------------|
| PROJECT NO:   |                                     |
| CAD DWG FILE: | Z_RAIL REMOVAL SHEET.DWG            |
| DESIGNED BY:  | RTS                                 |
| DRAWN BY:     | MWD                                 |
| CHECKED BY:   | RTS                                 |
| APPROVED BY:  | RTS                                 |
| COPYRIGHT:    | CRAWFORD, MURPHY & TILLY, INC. 2022 |

SHEET TITLE

RAIL & TIE REMOVAL PLAN

DATE: 08/11/2022

SHEET 2 OF 2



# **JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)**

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

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|                                                                                                             |                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>THIS SHEET HAS BEEN<br/>SIGNED, SEALED AND DATED<br/>ELECTRONICALLY.</p>                                 | <p><b>Ozarks Transportation Organization</b><br/>2208 W. Chesterfield St. #101<br/>Springfield, MO 65807<br/>Phone 417-865-3042</p>                                        |
|                                                                                                             | <p><b>Crawford, Murphy &amp; Tilly, Inc.</b><br/>1631 W. Elfindale<br/>Springfield, MO 65807<br/>Certificate of Authority: 000631<br/>Consultant Phone: (417) 869-6009</p> |
|                                                                                                             | <p>If a seal is present on this sheet, JSP's have been electronically sealed and dated.</p>                                                                                |
|                                                                                                             | <p>PROJECT NO.<br/>CITY OF SPRINGFIELD<br/>DATE PREPARED: AUGUST, 11, 2022</p>                                                                                             |
|                                                                                                             | <p>ADDENDUM:</p>                                                                                                                                                           |
| <p>Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</p> |                                                                                                                                                                            |

## **A. COORDINATION AND SITE CONDITIONS**

### **1.0 GENERAL**

- A. Requirements for coordinating and sequencing the work under the Contract and requirements regarding existing site conditions.

### **2.0 SITE CONDITIONS**

#### **A. Information on Site Conditions:**

- a. General: Information obtained by the Owner regarding site conditions, topography and subsurface information obtained by the Engineer's investigation of surface and subsurface conditions, shall be considered part of the Contract Documents. Neither the Engineer nor the Owner assumes any responsibility for its accuracy or completeness or for the Contractor's interpretation of such information.

#### **B. Existing Utilities and Facilities:**

##### **a. Location:**

- i. Known utilities and facilities adjacent to or within the work area are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or the Engineer for their accuracy or completeness. Contractor's request for additional compensation or Contract time resulting from encountering utilities not shown will be considered incidental to the contract. Excessive delays that affect the "critical path" of project scheduling shall be considered for contract time extensions and additional compensation. This decision shall be made by the Owner.
- ii. Contractor shall exercise reasonable care to verify locations of utilities and facilities shown on the drawings and to determine the presence of those not shown. Immediate and adjacent areas where excavations are to be made shall be thoroughly checked by visual examination for indications of underground facilities, and also checked with electronic metal and pipe detection equipment. Where there is reasonable cause to verify the presence or absence of an underground facility, make exploratory excavations prior to proceeding with major excavation in the area.
- iii. Contractor shall call 1-800-344-7483 (Missouri One Call) for location of underground utilities prior to beginning any excavation work on this project.

##### **b. Preconstruction Survey and Monitoring**

- i. After the Contract is awarded and before starting the work, the Contractor shall perform a preconstruction survey of the site with the Ozarks Transportation Organization PM. During this examination, proper documentation of the existing conditions shall be made through photographs. The Contractor shall be responsible for all documentation.

- ii. Records of all observations shall be prepared by the Contractor. Two copies of each document and photographs shall be provided to the Engineer.
  - iii. The above records and photographs are intended to use as evidence in ascertaining the extent of any damage, which may occur as a result of the Contractor's operations and are for the protection of the Contractor and the Owner. The records will provide a means of determining whether and to what extent damage may have occurred as a result of the Contractor's operations. The records will also be utilized to guide the restoration phase of this project.
- c. Contractor's Responsibilities:
  - i. Contractor shall call 1-800-344-7483 (Missouri One Call) for location of underground utilities prior to beginning any excavation work on this project.
  - ii. Where Contractor's operations could cause damage or inconvenience to telephone, television, power, oil, gas, water, sewer, or irrigation systems, the Contractor shall make arrangements necessary for the protection of these utilities and services. Replace existing utilities removed or damaged during construction, unless otherwise provided for in these Contract Documents.
  - iii. Notify utility offices that are affected by construction operations at least 72 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for the utilities.
  - iv. Contractor shall be solely and directly responsible to Owner and operator of such properties for damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of injuries or damage which may result from construction operations under this Contract.

### **3.0 PROJECT MEETINGS**

- A. Preconstruction Conference: See Section C, PROGRESS SCHEDULES.
- B. Progress Meetings: The Engineer will schedule regular progress meetings to review work progress, schedules, and other matters needing discussion and resolution. See Section C, PROGRESS SCHEDULES for details on progress meetings.
- C. Coordination Meetings: The Engineer will conduct weekly coordination meetings between the Contractor, Owner, and the Engineer for the purposes of discussing and resolving various project elements requiring interface or coordination with the Owner's treatment.
  - a. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
  - b. Time of work: No work shall be done between 7:00 p.m. and 7:00 a.m., or on weekends or legal holidays, without prior approval of the Owner. However, maintenance or emergency work during these hours may be done without prior permission.
  - c. Overtime Notice: If Contractor, for convenience, should desire to carry on work at night or outside regular hours, submit written notice to the Engineer and allow ample time for satisfactory arrangements to be made for inspecting work in progress.

### **4.0 PAYMENT**

- A. General:
  - a. Payment for work in this section will be considered as incidental to the contract.



- b. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

## **B. SUBMITTALS**

### **1.0 GENERAL**

- A. Requirements and procedures necessary for scheduling, preparation, and submission of submittals.
- B. Individual specification sections in these Contract Documents contain additional and special submittal requirements.

### **2.0 SUBMITTAL PROCEDURES**

- A. Owner reserves the right to modify the procedures and requirements for submittals, as necessary to accomplish the specific purpose of each submittal. Direct inquiries to Engineer regarding the procedure, purpose, or even extent of any submittal.
- B. Review, acceptance, or approval of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by Contractor shall not add to the Contract amount, and additional costs, which may result therefrom, shall be solely the obligation of Contractor.
- C. Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.
- D. Owner is not responsible to provide engineering or other services to protect Contractor from additional costs accruing from such approvals.

### **3.0 ADMINISTRATIVE SUBMITTALS**

- A. Provide administrative submittals required by the Instructions to Bidders, General Conditions, Job Special Provisions, and as may be specifically required in other parts of the Contract Documents.

### **4.0 SCHEDULES**

- A. General:
  - a. Submit estimated progress schedule and preliminary schedule of submittals to Engineer.
  - b. Revise and resubmit as specified, and identify all changes made from previous schedule submittal.
- B. Progress Schedule: See Section C, PROGRESS SCHEDULES for requirements.
- C. Schedule of Submittals:
  - a. Submit Preliminary and Finalized Schedule of Submittals to the Engineer. Preliminary Schedule of Submittals shall be submitted within 10 days after the date of Notice to Proceed. The Finalized Schedule of Submittals shall be submitted no later than 10 days after the Contractor receives the Engineer's review comments on the Preliminary Schedule of Submittals.

### **5.0 SCHEDULES**

- A. The Owner and/or his authorized agents will take construction progress photographs as the work progresses. The Owner/Engineer reserves all rights to take other photographs and videotapes of the construction work.

### **6.0 PAYMENT**

- A. General:

- a. Payment for work in this section will be considered as incidental to the contract.
- b. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

## **C. PROGRESS SCHEDULES**

### **1.0 GENERAL**

- A. Detailed scheduling requirements and procedures including preparation and overall schedule.
- B. Preconstruction conference requirements.
- C. Monthly progress report requirements.

### **2.0 SUBMITTALS**

- A. Overall Schedule
- B. Progress reports

### **3.0 PROGRESS OF THE WORK**

- A. General:
  - a. Execute work with such progress as necessary to prevent delay to the overall completion of the project.
  - b. Execute work at such times and on such parts of the project, and with such forces, materials, and equipment, to assure completion in the time established by the Contract.

### **4.0 PRECONSTRUCTION CONFERENCE**

- A. A preconstruction conference shall be held as soon as possible after the award of the Contract but before the Notice to Proceed. Contractor shall meet with Owner and Engineer for discussion of scheduling requirements, processing application for payment and establishing a working understanding among the parties. The conference shall be held at the jobsite or at a location selected by the owner.

### **5.0 OVERALL SCHEDULE**

- A. General:
  - A. Contractor shall prepare and submit, within 10 days after the award of Contract, an Overall Schedule comprised of all construction operations in connection with the contract.
  - B. Overall Schedule shall indicate the sequence of work.
  - C. The Overall Schedule shall show all stipulated milestone dates, constraints, substantial completion and final completion dates.
- B. Progress Reports:
  - A. Once each month on a date mutually agreed upon by the Contractor, Owner and Engineer, a jobsite progress meeting will be held, at which time the schedule will be reviewed. Immediately prior to the meeting, Contractor shall obtain the necessary information to update the Overall Schedule to reflect progress to date. Furnish sufficient copies of the updated schedule at the meeting for review.

### **6.0 PAYMENT**

- A. General:
  - A. Payment for work in this Section will be considered incidental to the contract.

- B. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

## D. CONTRACT CLOSEOUT

### 1.0 GENERAL

- A. Procedures to be followed in closing out the Contract.

### 2.0 FINAL SUBMITTALS

- A. No Contract will be finalized until all guarantees, bonds, certifications, licenses, and affidavits required for work or equipment as specified are satisfactorily filed with the Engineer and Owner.

### 3.0 EXECUTION

- A. Final Cleaning. At completion of work and immediately prior to final inspection, clean entire project according to the following provisions:
  - a. Clean, sweep, wash, and polish work and equipment provided under the Contract, including finishes. Leave the structures and site in a complete and finished condition to the satisfaction of the Engineer.
  - b. Should Contactor not remove rubbish or debris or not clean the facilities and site as specified above, the Owner reserves the right to have final cleaning done at the sole expense of the Contractor.

### 4.0 FINAL INSPECTION

- A. After final cleaning and upon written notice from Contractor that the work is completed, Engineer will make preliminary inspection with the Owner and Contractor present. Upon completion of preliminary inspection, Engineer will notify Contractor in writing of particulars in which the completed work is defective or incomplete.
- B. Upon receiving written notice from Engineer, Contractor shall immediately undertake work required to remedy defects and complete the work to the satisfaction of Engineer.
- C. After the items as listed in Engineer's written notice are corrected or completed, inform Engineer in writing that required work has been completed. Upon receipt of this notice, Engineer, in the presence of Owner and Contractor, will make final inspection of the project.

### 5.0 PAYMENT

- A. General:
  - a. Payment for work in this section will be considered as incidental to the contract.
  - b. Any extension of contract time that may be granted by the Owner will not of itself be constitute a claim for additional payment for work under this section.

## E. REQUESTING ACCESS TO CU PROPERTY

### 1.0 DESCRIPTION

- A. The work described in this contract is being performed on City Utilities property and being overseen by the Ozarks Transportation Organization.

### 2.0 CONTRACTOR REQUIRMENTS



- A. Contractor shall prepare a work plan identifying the location of which they plan on accessing the existing rail, proposed staging area and sequence of work along with the work schedule required in JSP B. This work plan shall be prepared and submitted prior to the preconstruction meeting so proper review and approval can be made prior to the Notice to Proceed.

### **3.0 BASIS OF PAYMENT**

- A. All work necessary to prepare the work plan shall be considered incidental to the overall contract price.

## **F. MOBILIZATION AND DEMOBILIZATION**

### **1.0 DESCRIPTION**

- A. This item shall consist of the preparatory and removal of work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site.

### **2.0 BASIS OF PAYMENT**

- A. Payment for mobilization and demobilization will be made once upon project completion. The contract unit price shall be considered as full compensation for all labor, equipment or other items involved to complete the work and shall be completely covered by the unit price bid for:

Pay Item No. SV-01, MOBILIZATION AND DEMOBILIZATION, per LUMP SUM

## **G. REMOVAL OF APPROXIMATELY 1.5 MILES OF RAILROAD TRACK (EQUALING 32,082' OF RAIL LENGTH) OF 100 LB RAIL, JOINT BARS AND PLATES**

### **1.0 DESCRIPTION**

- A. This work item shall consist of the removal/dismantling of any existing railroad materials, including rails, as well as incidental rail materials such as switches, joint bars, bolts, tie plates, spikes and other miscellaneous railroad materials within the designated areas as shown on the plans.

### **2.0 CONSTRUCTION REQUIREMENTS**

- B. Contractor shall remove the railroad rail and ties within designated areas only in such a manner as to minimize affects to the existing railbed and surrounding features. Contractor shall not remove ballast and shall perform the work in such a manner as to minimize the affects to the railbed and surrounding features, keeping all work/equipment/materials/debris on the railbed.
  - a. In dismantling of the rail, all rail joint bars (and Compromise Joint Bars) shall be removed prior to any movement of the rail.
    - i. Joint bar bolts may be cut off with a saw or unbolted. Bolts shall not be cut off with a torch.
  - b. Tie plate removal shall be completed with spike puller as to not damage the plates, excavator bucket removal not allowed. Spikes shall be removed with a spike puller prior to removal
- C. Contractor shall not remove the at-grade railroad crossing at shall take special care in removal of railroad rails and ties near Kissick Avenue as to not disturb the existing crossing. If any damage occurs to the crossing, the contractor will be responsible for repairing the crossing at no cost to the owner.
- D. Contractor may retain any all rail materials mentioned above for scrap or salvage value, see JSP I below. Any materials not being kept by the contractor as scrap or for salvage shall be properly disposed of.

### **3.0 MEASUREMENT**

- A. All incidental materials to the railroad rails and tie removal such as switches, join bars, bolts, tie plates, spikes and other miscellaneous railroad materials shall be included in the cost of REMOVAL OF APPROXIMATELY 1.5 MILES OF RAILROAD TRACK (EQUALING 32,082' OF RAIL LENGTH) OF 100 LB RAIL, JOINT BARS AND PLATES.
- B. Locations of the rail removals vary from single track to double track and multiple tracks. Measurement of this bid item is based solely on linear foot of centerline of railbed and not linear foot of rail. Contractor is required to determine the exact amount of removal required to fulfill this bid item.

### **4.0 BASIS OF PAYMENT**

- A. The contract unit price shall be considered as full compensation for all labor, equipment, disposal, or other construction involved to complete the work and shall be completely covered by the unit price bid for:

Pay Item No. SV-02, REMOVAL OF APPROXIMATELY 1.5 MILES OF RAILROAD TRACK (EQUALING 32,082' OF RAIL LENGTH) OF 100 LB RAIL, JOINT BARS AND PLATES, per LUMP SUM

### **H. TIE REMOVAL AND DISPOSAL**

- 1.0 This work item shall consist of the removal/dismanting and disposal of the railroad ties within the designated areas as shown on the plans.

#### **1.1 CONSTRUCTION REQUIREMENTS**

- A. The contractor shall remove all railroad ties as indicated on the plans and remove them from the project site. In removal of the ties from the project site, the contractor is permitted to retain any and all railroad ties at their discretion, however; if the contractor wishes to dispose of the railroad ties proper procedures shall be followed as outlined below.
  - a. The contractor will dispose of Railroad Tie construction debris at permitted solid waste and construction/demolition landfills. The contractor will provide all necessary information for the disposal of solid wastes and construction wastes to the appropriate landfill operator, including any required testing of materials and completion of forms required by the MoDNR.

### **2.0 BASIS OF PAYMENT**

- A. The contract unit price shall be considered as full compensation for all labor, equipment, disposal, or other construction involved to complete the work and shall be completely covered by the unit price bid for:

Pay Item No. SV-03, TIE REMOVAL AND DISPOSAL, per LUMP SUM

### **I. LINEAR GRADING, CLEAN-UP, AND RESTORATION OF DISTURBED RAILBED AND DISPOSAL OF MATERIALS**

#### **1.0 DESCRIPTION**

- A. This work shall consist of the LINEAR GRADING of the disturbed railbed as shown on the plans.

#### **2.0 CONSTRUCTION REQUIREMENTS**

- A. Contractor shall grade the railbed in the locations of the rail and ties removal to a smooth and level surface. No material removal or addition is required as part of this bid item.

### **3.0 BASIS OF PAYMENT**

- A. The contract unit price shall be considered as full compensation for all labor, equipment, or other construction involved to complete the work and shall be completely covered by the unit price bid for:

Pay Item No. SV-04, LINEAR GRADING CLEAN-UP, AND RESTORATION OF DISTURBED RAILBED AND DISPOSAL OF MATERIALS, per LUMP SUM

## **J. SALVAGING OF STEEL RAILROAD RAIL**

### **1.0 GENERAL**

- A. The Owner recognizes that the steel railroad rail has significant value and as such is requiring the contractor to credit (negative bid price) the project in the bid. Upon removal of the steel railroad rail from the site, the Contractor retains ownership of said rail and is thus able to salvage the rail for profit.

### **2.0 MATERIALS**

- A. The Engineer has determined that the existing steel railroad is a combination of 1084 grade steel at 100 lbs per yard and 1084 grade steel at 131 lbs per yard. The material information provided is for reference only and the contractor is required to field verify the rail materials to base their bid on.

### **3.0 BASIS OF PAYMENT**

- A. The contract unit price shall be considered a bid by the contractor to the Owner to retain the steel railroad rail in order to salvage the rail at their discretion and shall be completely covered by the unit price bid for:

Pay Item No. SV-06, SALVAGE VALUE TO OTO, per LUMP SUM