



# Arkansas River Bridge Rehabilitation

## INVITATION TO BID

Notice is hereby given that the **Arkansas and Missouri Railroad (“Owner”)**, in coordination with the **City of Fort Smith and the Western Arkansas Planning and Development District**, will be accepting sealed bids by certified mail no later than **5:00 PM** central time for the work described herein.

INVITATION DATE:	August 2, 2021
BID DUE DATE:	September 8, 2021
BID OPENING DATE:	September 10, 2021
PROJECT NAME:	Rehabilitation and Improvement of the Arkansas River Lift
FY2017 TIGER GRANT NUMBER:	Bridge 157600102
FRA GRANT AGREEMENT NUMBER:	69A36520401680TIAR
NUMBER: OWNER:	Arkansas and Missouri Railroad
LOCATION:	Fort Smith, Arkansas

### 1. INTRODUCTION

The Arkansas River Bridge carries a single track for the Arkansas and Missouri Railroad over the Arkansas River and connects Fort Smith, AR on the south side of the river to Van Buren, AR on the north side. The bridge was originally constructed in 1885, with significant upgrades in 1913, and major repair work done after damage from floods in 1943. Original construction utilized a swing-span to enable the passage of river traffic. However, the swing span is no longer in operation and a lift span is now used to accommodate river traffic.

The Arkansas River Bridge currently consists of thirteen spans as described below. In 1968, as part of a major rehabilitation project, three existing through truss spans were removed and replaced with a lift span, and the navigation channel was moved from the swing span to the new lift span. The swing span is currently locked in-place and now acts as a stationary two-span continuous through truss. The lift span is typically kept in the open position to allow for river traffic to move unimpeded, and the span is lowered, when required, for trains to cross the structure.

- Spans 0-3: Built-up, riveted steel deck plate girder approach spans on the Van Buren end of the bridge, each approximately 64’ long
- Span 4: Steel through truss, 256’-2” long
- Span 5: Two-span continuous steel through truss (formerly the river navigation swing span), 369’-6” total length
- Span 6: Steel through truss, 256’-1 3/8” long
- Span 7: Steel beam span and north vertical lift tower, 22’-0 1/2” long
- Span 8: Vertical lift steel through truss, 355’-6” long
- Span 9: Steel through truss and south vertical lift tower, 117’-6 7/8” long
- Span 10: Steel through truss 165’-0 1/2” long
- Span 11: Steel through truss, pin and eyebar connections, 302’-7” long
- Span 12: Built-up, riveted steel through plate girder approach span on the Fort Smith end of the bridge, 51’-10” long

The lift span is a span-drive vertical lift span with drive machinery located in a machinery room above the middle of the lift span. The mechanical system includes two counterweights, one in each tower, supported by four sheave assemblies (two per tower). Movement of the lift span is restrained by transverse span guides that travel along guide rails attached to the towers. Guides to prevent longitudinal movement are located along the bottom chords at the Fort Smith upstream and downstream corners of the lift span.

The control system components for the bridge are in the control bungalow at the northwest approach to the lift span in Span 9. The bridge can be raised and lowered from the north and south approaches of the bridge and from the machinery room. The bridge can also be lowered at the request of oncoming rail traffic via DTMF signals. When lowering the bridge, there is a ten-minute delay to warn marine traffic and an eight-minute cycle to lower the bridge.

The bridge navigation system consists of navigation horns, red fender navigation lights, red-green span navigation lights and eight river lights. Various CCTV cameras are mounted on the north approach of the bridge for viewing marine traffic, rail traffic, and the north approach.

Many electrical, mechanical, and structural components have significant wear and deterioration. The electrical system is also outdated with various obsolete components, some that do not meet NEC requirements. To ensure continued safe and reliable operations for rail and marine traffic, repairs, rehabilitation, and improvements to the structure as well as the electrical and mechanical systems of the Arkansas River Bridge are necessary.

### 2. SCOPE

The required repair, rehabilitation and/or improvements for this project are as follows. Items identified as alternative or optional bid items are repairs/improvements that the Owner would like to have completed as part of this rehabilitation project if adequate funding is available for this additional work. Bidders are asked to provide unit bid costs for these alternative/optional items for consideration by the Owner. Note that the additional electrical improvements are identified as alternative items because they affect some electrical details shown in the base bid package. Therefore, if selected by the

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Owner for completion during construction, the alternative details provided in the plans for these alternative bid items would replace some details shown for base bid items. Whereas the structural repairs identified as optional bid items are stand alone repairs and, if selected by the Owner, would not affect repair details for items in the base bid package.

### Proposed Rehabilitation and Improvements to the Electrical System:

- Replace the bridge main disconnect switch, meter socket, and automatic transfer switch and service pole.
- Replace the bridge power and control aerial cables.
- Replace the existing bridge navigation lighting and flashing beacons with new energy efficient, maintenance friendly, LED lighting fixtures. Navigational lighting will remain in service throughout the replacement process.
- Replace the bridge maintenance lighting (towers and approach platforms), and machinery house lighting with energy efficient, maintenance-friendly LED lighting and updated controls.
- Provide maintenance receptacles (GFCI where required) throughout the bridge structure.
- Install an alarm and intrusion detection system on the bridge.
- Install local disconnect switches, power distribution, and limit switches for new span locks.
- Install a PLC based control system including control cabinets and components, control panels, and limit and proximity switches. Install skew detection device and integrate into the control system.
- Replace bridge electrical distribution equipment including new mini power centers and panelboards, motor control center, transformers, and disconnect switches.
- Replace the main motor drive system with a variable frequency drive compatible with the PLC control system.
- Install a lightning suppression system including lightning rods and surge protection devices.
- Replace the existing boat detection system on the bridge and integrate into the bridge operation sequence.
- Install a comprehensive CCTV camera system with CCTV cameras at various locations on the bridge.
- Replace all electrical infrastructure supporting the bridge including conduit, conductors, fittings, supports, and junction boxes on the approaches and moveable span.
- Install maintenance lighting along the new tower stairway on the Van Buren tower.
- Install additional CCTV cameras and components in various locations on the bridge to provide an advanced boat detection system and additional views of the railroad and waterway. (Alternative Bid Item)

### Proposed Repairs, Rehabilitation, and Improvements to the Mechanical Systems:

- Replace all counterweight sheaves, trunnions, bearings, and wire ropes.
- Add blocks to counterweight and perform span balancing.
- Add and/or remove machinery bearing liner shims to achieve required fit.
- Install new hardware at all counterweight wire rope connections.
- Replace auxiliary drive clutch lever.
- Replace machinery brake.
- Replace longitudinal span guides.
- Replace motor and motor brake.
- Remove loose plate and hardware from bevel gear.
- Replace auxiliary drive reversing gearbox shaft seals. Gearbox to be removed from the bridge and seals replaced in a shop.
- Remove and replace broken retaining bolts on the uphaul rope deflector sheave.
- Replace span lock assemblies.
- Train railroad personnel to operate the lift span using the new span drive machinery.
- Create an Operation and Maintenance Manual for the vertical lift machinery.

### Proposed Repairs and Improvements to the Bridge Structure:

- Install a walkway along the west side of the bridge, from Span 0 through Span 5.
- Perform miscellaneous steel repairs.

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- Replace a damaged rider rail and replace missing pandrol clips at the miter rails.
- Install a stairway on the east side of the Van Buren tower to provide access to the lift span when in the raised position.
- Replace Span 5 rocker bearings at Pier 3. (Optional Bid Item)
- Replace Span 6 rocker nest bearings at Pier 6. (Optional Bid Item)
- Install scour mitigation around Piers 5, 8 and 10. (Optional Bid Item)

### Proposed Rehabilitation and Improvements to the Bridge Interlocking and Signals:

- Wire and factory test 8x10 main signal bungalow and 4x6 remote signal bungalow.
- Remove aerial signal and communications cables on the west side of the span and on both approaches.
- Remove existing signal bungalow and cases and salvage to Arkansas and Missouri Railroad.
- Install 8x10 pre-wired bungalow on the north platform and 4x6 pre-wired bungalow on the south platform.
- Connect bungalows to new 1-Phase 240VAC power drops on the platforms.
- Relocate existing equipment for rail seated proximity sensors and DTMF radio.
- Install new GRS conduits to bungalows and install new signal, sensor and track circuit cables.
- Replace existing 4L and 4R signals with new 2-aspect LED dwarf signals and new adapter plates on existing mount points.
- Install track circuit connectors to replace existing droop cable jumpers.
- Install new limit switches on span locks for locks driven detection to signals.
- Install GRS conduit masts and antennas for data radio link between the signal bungalows.
- Perform all setup, adjustment, signal testing and cutover for new Bridge Interlocking and interface to bridge PLC control system.

Bidders will be required to maintain railroad and marine navigation during construction as outlined in the special provisions. The Arkansas and Missouri Railroad shall provide railroad flaggers at no cost to the Contractor when necessary to complete the scope of work. The Contractor shall submit requests to the railroad for flaggers 14 days in advance.

Bidders are responsible for maintaining a safe work environment for all parties involved. Bidders will correct any safety concern with 24 hours.

Bidders shall include all costs for supervision, labor, tools, equipment, and materials to complete the required scopes of work. Arkansas and Missouri Railroad reserves the right to award any, all, or none of the base bid package and alternative/optional bid items.

### 3. BID TIMELINE

The table below lists important dates of which Bidders should be aware:

DESCRIPTION	DATE	TIME (CST)
Issued	August 2, 2021	N/A
Pre-bid Meeting	August 13, 2021	10:00 AM
Last Date for RFI's	August 25, 2021	1:00 PM
Last Date for Addenda	August 31, 2021	5:00 PM
Bid Due Date (mail only)	September 8, 2021	5:00 PM
Bid Opening Date	September 10, 2021	10:00 AM
Notice of Award	September, 2021	N/A

The dates listed above are subject to revision at Arkansas and Missouri Railroad's sole discretion. Bidders will be notified of any revisions to these dates.

### 4. REQUESTS FOR INFORMATION

Any requests for clarifications, modifications, or corrections in the Bid Documents shall be submitted to Arkansas and Missouri Railroad via:

E-mail: [jeromyh@amrailroad.com](mailto:jeromyh@amrailroad.com) and [kym396@yahoo.com](mailto:kym396@yahoo.com)

All RFI's must be submitted no later than the RFI Due Date listed above. Any clarifications, modifications or corrections will be made by Addendum only. Arkansas and Missouri Railroad will not be obligated to respond to any RFI's received after the deadline; however, it may do so at its sole discretion. The subject line for all emailed questions shall be labeled "Arkansas River Bridge Rehabilitation Question."

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### 5. PRE-BID MEETING

A pre-bid meeting will be held at **10:00 a.m., Local Time, August 13, 2021**, at the Western Arkansas Planning and Development District office, 1109 South 16<sup>th</sup> Street, Fort Smith, AR. After the meeting, the Arkansas and Missouri Railroad will take interested participants on a walkthrough of the bridge. Attendance at the pre-bid meeting is not mandatory, but highly encouraged. If you are not able to make the pre-bid meeting due to travel restrictions effected by COVID-19, we will have a conference call bridge available. Call in number will be (425) 436-6387 pass code 1825364#. Official responses to questions raised at the meeting will be e-mailed to all known plan holders. All questions pertaining to the pre-bid meeting should be directed to the Arkansas and Missouri Railroad via:

E-mail: [jeromyh@amrailroad.com](mailto:jeromyh@amrailroad.com) and [kym396@yahoo.com](mailto:kym396@yahoo.com)

### 6. BID DOCUMENTS

The Bid Documents consist of the following files, which are available online to Bidders:

- (1) Invitation to Bid (this document):
- (2) Contract Documents (Exhibits)
  - Rehabilitation and Improvement of the Arkansas River Lift Bridge Plan Set, dated 7/23/2021
  - Rehabilitation and Improvement of the Arkansas River Lift Bridge Job Special Provisions, dated 7/23/2021

### 7. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

By submitting this bid, the bidder acknowledges that the bidder is familiar with the DBE program requirements. All bidders must meet this goal in this bid package or provide a Good Faith Effort if unable to achieve the goal, or they will be deemed non-responsive.

Arkansas and Missouri Railroad has established a DBE goal of 0% on this contract, however, DBE participation is encouraged. A condition of award is meeting the requirements outlined in 49 CFR Part 26. Bidders shall cooperate with the Arkansas and Missouri Railroad, the City of Fort Smith, and the Western Arkansas Planning and Development District in meeting the DBE goal with regard to the maximum utilization of DBEs. Bidders will afford DBE's full opportunity to submit bids and/or proposals in response and will not be subject to discrimination on the basis of race, color, sex, marital status, age, physical or mental handicap unrelated to ability, national origin or ancestry, an unfavorable discharge from military service in consideration for an award. A condition of award to the successful bidder who makes good faith efforts to meet the established DBE goal by obtaining enough DBE participation to meet the goal or documents it made adequate documented good faith efforts to meet the goal.

In order for expenditures with DBE's to be counted toward DBE goal attainment, DBE firms are required to be certified with the Arkansas Department of Transportation prior to the performance of any work for the Project (See: <http://www.arkansashighways.com/dbe/dbe.aspx>).

Only the value of the work actually performed by the DBE counts toward DBE goals. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may count toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. Expenditures to a DBE contractor only count toward DBE goals if the DBE performs a commercially useful function (CUF) on that contract. A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing). A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. The bidder, sub recipient or subcontractor at all levels, 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 Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach. Expenditures with DBEs for materials or supplies toward DBE goals as provided as follows: If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided it is determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. In this transaction the cost of the materials and supplies themselves do not count toward DBE goals (see 49 CFR Part 26.55 for more specifics on a manufacturer, regular dealer and packager/broker).

On contracts with established DBE goals, a prime contractor cannot terminate, release, or substitute a listed or approved DBE subcontractor without prior written consent of the Arkansas and Missouri Railroad. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Arkansas and Missouri Railroad will provide written consent only if the prime contractor has "good cause" to terminate the DBE firm. Good cause includes the following circumstances: (i) The listed DBE subcontractor fails or refuses to execute a written contract; (ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor; (iii) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements; (iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness; (v) The listed DBE subcontractor is ineligible to work on public works

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projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law; (vii) You have determined that the listed DBE subcontractor is not a responsible contractor; (vi) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal; (vii) The listed DBE is ineligible to receive DBE credit for the type of work required; (viii) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; (ix) Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. Prior to requesting to terminate and/or substitute an approved or listed DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Arkansas and Missouri Railroad, of its intent to request to terminate and/or substitute, and the reason for the request. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Arkansas and Missouri Railroad and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Arkansas and Missouri Railroad should not approve the prime contractor's action. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of and/or substitutions for DBE firms put forward by bidders/proposers in negotiated procurements. When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. If a contractor fails or refuses to comply, the Contracting Officer will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the Arkansas and Missouri Railroad may issue a termination for default proceeding. The aforementioned requirements are applicable to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, the work the DBE has committed to performing with its own forces as well as the work it has committed to be performed by DBE subcontractors and DBE suppliers. On contracts without established DBE goals the bidder must notify the Arkansas and Missouri Railroad of DBE contractor termination, release or substitution of a listed or approved DBE subcontractor. The notification must explain in detail the reason for termination, release or substitution of a listed or approved DBE subcontractor.

### 8. DAVIS-BACON AND RELATED ACTS

Further, all contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must comply with the Davis-Bacon and Related Acts. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

### 9. CONFLICT OF INTEREST

Each Offeror shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Offerors are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to the City of Fort Smith, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as a team member for the Project. Failure to abide by the City of Fort Smith's determination in this matter may result in a proposal being declared non-responsive. Conflicts of interest and a real or perceived competitive advantage are described in federal law.

### 10. BUY AMERICAN REQUIREMENTS

On April 18, 2017, President Trump signed Executive Order 13788, Buy American and Hire American, to ensure that federal financial assistance awards maximize the use of goods, products, and materials produced in the United States, including iron, steel, and manufactured goods. Spending authorized under these programs are subject to the Buy America provision of 49 U.S.C. § 22905(a) (formerly 49 U.S.C. § 24405(a)).

The Buy America provision at 49 U.S.C. § 24405(a) applies to Federal Railroad Administration's (FRA) High-Speed Intercity Passenger Rail (HSIPR), Consolidated Rail Infrastructure and Safety Improvements, Federal-State Partnership for State of Good Repair, and Restoration and Enhancement Grants programs.

Buy America Section 24405(a) Requirements:

Section 24405(a) provides that the Secretary of Transportation (authority delegated to the Federal Railroad Administrator) may obligate an amount to carry out an FRA funded project only if the steel, iron, and manufactured goods used in the project are produced in the United States. The definitions and provisions at 49 C.F.R. §§ 661.3, and 661.5 implement FTA's Buy America general requirements covering steel, iron, and manufactured goods, except where 661.11 applies, which is FTA's regulation covering the procurement of rolling stock (including train control, communication, and traction power equipment). See 61 Fed. Reg. 6300 (February 16, 1996) (for a discussion of FTA's rulemaking).

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### Bidder/Offeror Responsibilities:

The City of Fort Smith shall adhere to the Buy America requirement for this FRA project. As such, the City of Fort Smith is providing appropriate notice of the Buy America provision in this solicitation. As a condition of responsiveness, such solicitations require that the bidder or offeror submit with the bid or offer a completed Buy America certificate in accordance with the suggested format below.

If upon being awarded a particular contract, a successful bidder or offeror fails to demonstrate that it is in compliance with its certification, the bidder or offeror is required to take the necessary steps in order to achieve compliance. If a bidder or offeror takes these necessary steps, no change to the original bid price or the price of the final offer is allowed. If a bidder or offeror does not take the necessary steps to achieve compliance and the contract has not yet been awarded, then bidder will not be awarded the contract. If a contract has been awarded and the bidder or offeror does not take the necessary steps to achieve compliance, then it may be considered in breach of the contract.

Awards may be made only to parties whose compliance has been certified unless the bidder receives a waiver from the FRA.

For more details on the FRA's Buy America program, see Buy America & FRA's High-speed Intercity Passenger Rail Program: Answers to Frequently Asked Questions at [https://railroads.dot.gov/sites/fra.dot.gov/files/fra\\_net/1378/BUY%20AMERICA%20FAQS\\_083013.pdf](https://railroads.dot.gov/sites/fra.dot.gov/files/fra_net/1378/BUY%20AMERICA%20FAQS_083013.pdf).

### 11. BONDING

- a. Performance Bond. Bidders shall provide and continuously maintain for the duration of this contract, a performance bond in the amount of one hundred percent (100%) of the contract price set forth on Form A, which guarantees faithful performance of this work and changes thereto.
- b. Labor and Material Payment Bond. Bidders shall provide and continuously maintain for the duration of this contract, a labor and material payment bond in the amount of one hundred percent (100%) of the contract price set forth on Form A, which guarantees payment for all labor and materials furnished in accordance with this work and changes thereto.
- c. Surety. The payment and performance bonds must be payable to the Arkansas and Missouri Railroad and issued by surety company authorized to transact business in Arkansas and having an A.M. Best Company "Best's Rating" of A- or better and Class VIII. The cost of the bonds is to be included in your bid. The Bidder shall deliver the bonds to Arkansas and Missouri Railroad within ten (10) days after the issuance of the notice of award to the Bidder and before any work commences.

### 12. INSURANCE

Bidders shall procure and maintain for the duration of this contract, and for 3 years thereafter, insurance as noted below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

**Commercial General Liability Insurance** having a limit of not less than \$5,000,000 per Occurrence and \$10,000,000 in the Aggregate applying to each annual period for all loss or liability, including but not limited to attorneys' fees, Products and Completed Operations, Property Damage, Bodily Injury and Personal & Advertising Injury. Coverage must be purchased on Insurance Services Office Occurrence Form CG 00 01 or the equivalent. If the required minimum limits can only be met when applying an umbrella/excess liability policy, the umbrella/excess liability policy must follow form of the underlying policy and be endorsed to "drop down" to become primary in the event the primary limits are exhausted.

Commercial General Liability Policy shall include the following:

- Bodily Injury (including death) and Property Damage
- Definition of bodily injury shall include mental anguish
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and Completed Operations (endorsed for 3 years after completion of work)
- "explosion, collapse, and underground hazard" ("XCU") coverage
- Include a severability of interests provision
- The definition of insured contract must not include any exclusion or other limitation for any services being done within 50 feet of Railroad's tracks (Endorsement CG 2417)
- Policies must not contain any punitive damages exclusion
- A per project aggregate limit must apply
- It is agreed that any workers' compensation exclusion does not apply to Railroad's payments related to the Federal Employers Liability ACT or a Railroad Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any workers' compensation, disability benefits, or unemployment compensation law or similar law.

**Workers Compensation Insurance** must include coverage for:

Contractor's statutory liability under the worker's compensation laws of the state(s) in which the services are to be performed.

Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 by disease policy limit, \$1,000,000 by disease each employee.

**Commercial Automobile Liability Insurance** must contain the following coverage and limits:

A minimum limit of \$2,000,000 per accident applying to each annual period written on Insurance Services Office Form Number CA 0001 covering Bodily Injury and Property Damage.

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Any and all motor vehicles owned, non-owned, used or hired must be covered (Symbol 1) and mobile equipment must be covered to the extent it may be excluded from the general liability insurance.

All policies must be endorsed with the following:

- CA 2070 or equivalent
- MCS-90 endorsement (if applicable for contract)

**Professional Liability Insurance** with a limit of not less than \$2,000,000 Per Claim applying to each annual period. Contractor (or Subconsultant) agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. If Contractor is securing design work through a Subconsultant, Contractor agrees to obtain evidence of professional liability coverage from Subconsultant in accordance with contract requirements.

**Contractors Environmental/Pollution Legal Liability Insurance** of not less than \$5,000,000 Per Claim covering the liability of contractor arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, that arise from the operations of contractor with Railroad.

**Railroad Protective Liability Insurance** having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. The standards for the Railroad Protective Liability Insurance are as follows:

- The policy shall be written on a standard ISO form CG 0035 or equivalent.
- The named Insured shall be identified as the Railroad
- Policy shall be endorsed to include broad form coverage for property damage “Physical Damage to Property Definition Amendment”
- Sudden and Accidental Pollution
- Evacuation Expenses

**Property Insurance**, insuring contractor’s property of every kind and description and of persons claiming by or through contractor against those risks normally encompassed in an “all-risk” policy, including, but not limited to, (1) loss or damage by fire; (2) loss or damage from such other risk or hazards now or hereafter embraced by an “extended coverage endorsement, “ (3) loss for flood if the area/property upon which contractor is working is a designated flood or flood insurance area; and (4) such other risks as reasonably prudent owner of similar property in the locality where the work area is located would normally insure against. Such insurance shall provide for the full replacement cost in the event of a total destruction of contractor’s property.

### Other Requirements

- Railroad its officers, officials, employees, and volunteers must be identified as an additional insured on all policies except workers compensation and Professional Liability and be the named insured on the railroad protective policy.
- No Punitive Damages Exclusions: All policies must not contain an exclusion for punitive damages.
- Waivers of Recovery and Subrogation: Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. In addition, its insurers through the terms of the policy or policy endorsement, must waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation. Contractor further waives its right of recovery, and its insurers must also waive their right of subrogation against Railroad for loss of its owned or leased property or property under contractor’s care custody and control.
- Primary and Non-contributory: Contractor’s insurance policies through policy endorsement must include wording which states that the policy is primary and non-contributory with respect to any insurance carried by Railroad. The certificate of insurance must reflect that the above wording is included in evidenced policies.
- Separation of insureds. All policies must contain a separation of insureds provision except workers compensation. Separation of insureds must be indicated on the certificate of insurance.
- Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Railroad.

**Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Railroad.

**Self-Insurance:** Contractor is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractors in lieu of insurance. Any and all Railroad liabilities that would otherwise in accordance with the provisions of the Agreement, be covered by contractor’s insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

**Independent Associates, Consultants and Subcontractors:** If any portion of the services are to be subcontracted by contractor, contractor must require that the independent associates consultant and/or subcontractor provide and maintain the insurance coverages set forth herein, naming Railroad as an additional insured and requiring that the independent associate, consultant, and/or subcontractor release, defend and indemnify Railroad to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railroad herein.

## Arkansas River Bridge Rehabilitation

**No Limits:** The fact that insurance (including without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of the agreement. Damages recoverable by Railroad will not be limited by the amount of the required insurance.

**Verification of Coverage:** Contractor shall furnish the Railroad with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Railroad before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Railroad reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### 13. SCOPE CLARIFICATIONS

- Bidders understand that each line item must be priced in its entirety. It will be assumed that any pricing on the bid sheets includes all work associated with that bid item.
- Any exclusions or clarifications on Bidders price must be listed on the bid form or submitted in a separate attached document. If no exclusions or clarifications are listed it will be assumed that none exist.

### 14. GENERAL JOB CLARIFICATIONS

**Jobsite Safety:** The selected Bidder will provide a site specific safety plan that is acceptable to the Owner.

**Equal Employment Opportunity and Affirmative Action:** Bidder to be in compliance with all Owner, State, or Federal EEO/AA requirements established for this contract. Bidder to maintain required reporting documentation.

**Supervision:** The Bidder shall provide supervision as follows:

- i. Bidder shall provide the appropriate supervision for his/her forces. Bidder’s supervisor(s) shall be onsite for the full duration of the Bidder’s work.
- ii. Bidder shall provide qualified personnel for planning operations with input from the Arkansas and Missouri Railroad.
- iii. Bidder will be required to attend weekly schedule meetings and owner progress meetings at the Contractor’s request.

**Environmental:** The Bidder will be responsible to ensure all local, State and Federal environmental laws and regulations are met. Including but not limited to management of non-hazardous special waste and construction wastewater.

**Utilities:** The Bidder will be responsible for all utility coordination and must utilize the local one-call system prior to excavating.

**Workforce:** All bidders must follow Prevailing Wage requirement and Project Labor Agreement as outlined in the bid documents.

### 15. BID SUBMITTAL PROCESS

Bidders will complete the Bid Submittal Documents that are included in this Invitation to Bid. After award, these documents will be incorporated into the Contract.

REQUIRED DOCUMENTS TO RETURN
1. Form A – Contractor Bid
2. Form B – Compliance with Buy America Requirements
3. Form C – Request for Qualifications
4. Form C1.1 – Project Experience
5. Form D – DBE Affidavit of Commitment
6. Form E – Letter of Intent to Perform as a Subcontractor
7. Form F – List of Subcontractors

3 copies of sealed bids will need to be sent certified mail to Arkansas & Missouri Railroad 306 E. Emma Ave Springdale AR 72764 Attn: Jeromy Houchin. If 3 copies are not mailed, your bid will be automatically disqualified. No emailed bids will be received for this project. Bids must be received by Arkansas and Missouri Railroad no later than 5:00 PM central time on the Bid Due Date. Bids received after the time and date specified will not be considered. The Arkansas and Missouri Railroad will not be held responsible for deliveries delayed for any reason. Bid Opening date will be September 10, 2021 at 10:00 am (CDT) at WAPDD 1109 S. 16<sup>th</sup> Street, Fort Smith AR.

## Arkansas River Bridge Rehabilitation FORM A Contractor Bid

### Base Bid Package

Bid Item	Description	Estimated Quantity	Unit of Measure	Unit Rate	Total Cost
E100	Electrical Rehabilitation	1	LS		
M101	Sheaves, Trunnions, Bearings	1	LS		
M102	Counterweight Wire Ropes	1	LS		
M103	Counterweight Balancing	1	LS		
M104	Machinery Bearing Liners	1	LS		
M105	Wire Rope Socket Keepers	1	LS		
M106	Aux Drive Shifter Assembly	1	LS		
M107	Machinery Brake	1	LS		
M108	Span Guide	1	LS		
M109	Main Motor	1	LS		
M110	Motor Brake	1	LS		
M111	Bevel Gear Plate	1	LS		
M112	Gearbox Seal	1	LS		
M113	Uphaul Rope Deflector Sheave Bolt	1	LS		
M114	Acceptance Testing	1	LS		
M115	Training and Supervised Operation	1	LS		
M116	Operation and Maintenance Manual	1	LS		
M117	Span Locks	1	LS		
S100	Structural Modifications for New Longitudinal Span Guides	1	LS		
S101	Miscellaneous Steel Repairs	1	LS		
S102	Miter Rail Repairs	1	LS		
S103	Cantilevered Walkway	1	LS		
S104	Tower Stairway	1	LS		
TC100	Mobilization for Signal Construction	1	LS		
TC101	Delivery of 8x10 Main Bungalow	1	LS		
TC102	Delivery of 4x6 Remote Bungalow	1	LS		
TC103	Delivery of Field Material Package	1	LS		
TC104	Test and Commission Interlocking	1	LS		
TC105	Install and Test Track Circuit Connectors	1	LS		
TC106	Salvage, Clean-up and Disposal	1	LS		
G100	Mobilization	1	LS		
G101	Disposal of Hazardous Waste (Site No. 1)	1	LS		
	Sub-Total Base Bid Package				\$

## Arkansas River Bridge Rehabilitation FORM A - Continued Contractor Bid

### Electrical Alternative

Bid Item	Description	Estimated Quantity	Unit of Measure	Unit Rate	Total Cost
E100A	Electrical Rehabilitation (Alternative Bid Option) *	1	LS		
	Sub-Total Electrical Alternative				\$

\* Cost includes all Electrical Rehabilitation Items included under Bid Item E100 plus additional thermal cameras as described in the special provisions and noted in the contract plans. If Bid Item E100A is selected for the Project, the total cost for Bid Item E100, shown on the previous page, is eliminated from the Contract.

### Optional Bid Items

Bid Item	Description	Estimated Quantity	Unit of Measure	Unit Rate	Total Cost
S105	Bearing Replacements, Span 5, Pier 3	1	LS		
S106	Bearing Replacements, Span 6, Pier 6	1	LS		
S107	Geotextile Fabric (Type 5)	1585	SQ YD		
S108	Foundation Protection Riprap	10,886	TON		
S109	Dumped Riprap **	-	TON		
G102	Mobilization (For Optional Bid Items)	1	LS		
G103	Disposal of Hazardous Waste (Site No. 1) (For Optional Bid Items)	1	LS		
	Sub-Total Optional Bid Items				\$

\*\*Stone Backfill is not anticipated; however, Bidders will provide a unit rate for Bid Item S109 to be used to calculate compensation should actual site conditions differ from expected, requiring the installation of stone backfill at the written direction of the Owner.

**Bidder agrees to perform the Work for the prices outlined above in complete accordance with all Contract documents.**

Bidder Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name
Title

\_\_\_\_\_  
Signature

#### Acknowledgement of Addenda

Bidder acknowledges receipt of the following addenda to the Contract.

Addendum No.: \_\_\_\_\_ thru \_\_\_\_\_ Initials: \_\_\_\_\_



**Arkansas River Bridge Rehabilitation  
FORM B  
Compliance with Buy America Requirements**

**Certificate of Compliance with Buy America Requirements:**

The bidder or offeror hereby certifies that it will comply with the FRA Buy America requirements of 49 U.S.C. Section 24405(a)(1).

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**Certificate of Non-Compliance with Buy America Requirements:**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 24405(a)(1), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. Section 24405(a)(2).

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_



# Arkansas River Bridge Rehabilitation FORM C Request for Qualifications

## PART I – REQUIRED CONTENTS OF REQUEST FOR QUALIFICATIONS

The information submitted in this Qualification Form will be regarded as confidential and reviewed only by designated Arkansas and Missouri Railroad/City of Fort Smith/Western Arkansas Planning and Development District personnel.

### GENERAL INFORMATION

Bidder's Name: \_\_\_\_\_

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

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Firm Type: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ Joint Venture \_\_\_\_\_

### SECTION 1.1: CONTRACTOR BACKGROUND AND PAST PERFORMANCE

The Bidder shall submit the following information, which will be reviewed on a Pass/Fail basis. Please attach additional sheets in the event the Bidder shall need additional room to provide the requested information.

1. **Proof of Bonding Capacity:** The Bidder shall provide a letter from a surety or an insurance company indicating that the Bidder is able to obtain a performance bond and a payment bond and its current bonding capacity. The surety or insurance company providing such letter must be rated by at least A- by A.M. Best Company. If unable to provide a bond, please include explanation.
2. **Performance History and References:** The Bidder shall provide a listing of the projects of similar size and scope, in both the public and private sectors, which the Bidder, and any of its Joint Venture members (if applicable), have had during the past 10 years, including an explanation of the experience of the Bidder has in such projects. Please provide a minimum of three projects, and Bidder may provide up to five.

Using Form C1.1 (see attached) for each project, the Bidder shall provide the following information:

- a. A description of each of listed project.
- b. The role of the Bidder (e.g., general contractor, subcontractor, etc.).
- c. An identification of the particular scope of services the Bidder provided on the project.
- d. Bidder's initial and final contract amounts for the project.
- e. The original and final construction durations for the portion of the project performed by the Bidder.
- f. Project owner, contact name, telephone number and email address.
- g. Reference information (two current names with telephone numbers and email addresses). At least one reference must be from a project owner representative.

## Arkansas River Bridge Rehabilitation FORM C - Continued Request for Qualifications

### SECTION 1.2 – CONTRACTOR QUALIFICATIONS

The Bidder shall submit the following information, which will be evaluated and scored in accordance with Part II of the Request for Qualifications for this Invitation to Bid. Please attach additional sheets in the event the Bidder shall need additional room to provide the requested information.

**Please submit the following:**

- a. List the Bidder’s OSHA Recordable Incident Rate for the past five (5) years along with copies of the Bidder’s OSHA Form 300A Summary of Work Related Injuries and Illnesses for each of the past five (5) years.

Year	OSHA Recordable Incident Rate
2021	
2020	
2019	
2018	
2017	

- b. List the Bidder’s Experience Modifier Rate (EMR) for each of the past five (5) years. List the type of work included in the firm's EMR.

Year	Experience Modifier Rate	Type of Work Performed
2021		
2020		
2019		
2018		
2017		

- c. A listing of the Bidder’s OSHA citations or citations for a violation of other Federal, State or local safety laws or requirements over the past five (5) years.

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## Arkansas River Bridge Rehabilitation FORM C1.1 Project Experience

**Bidder's Name:** \_\_\_\_\_

Using the form below, the Bidder shall provide the listing of the projects of similar size and scope, in both the public and private sectors, which the Bidder, and any of its Joint Venture members (if applicable), have had during past 10 years. Use one form per project listed. Provide a minimum of three projects, and up to five projects.

Project Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Project Description:	
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Description of Scope of Services Provided by Bidder:	
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Initial Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

Original Contract Duration: \_\_\_\_\_ Months Actual Contract Duration: \_\_\_\_\_ Months

Project Owner: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Project References (At least one reference must be a project owner representative)**

Name: _____	Name: _____
Role on Project: _____	Role on Project: _____
Telephone Number: _____	Telephone Number: _____
E-mail Address: _____	E-mail Address: _____

# Arkansas River Bridge Rehabilitation

## FORM C - Continued

### Request for Qualifications

#### **PART II – EVALUATION PROCEDURES AND CRITERIA**

##### **SECTION 2.1 - RECEIPT OF STATEMENT OF QUALIFICATIONS**

Each Statement of Qualifications received in response to this Invitation to Bid will be placed in a secure location with access limited to specific Arkansas and Missouri Railroad/City of Fort Smith/Western Arkansas Planning and Development District representatives. Statement of Qualifications will be reviewed and evaluated in a two-step process in accordance with this Part II.

##### **SECTION 2.2 - STATEMENT OF QUALIFICATIONS EVALUATORS**

The Arkansas and Missouri Railroad/City of Fort Smith/Western Arkansas Planning and Development District representatives will have the responsibility to review all Statement of Qualifications and conduct reviews and evaluations as described in Section 2.3.

##### **SECTION 2.3 - INITIAL REVIEW OF STATEMENT OF QUALIFICATIONS**

The Arkansas and Missouri Railroad/City of Fort Smith/Western Arkansas Planning and Development District representatives will first review each Statement of Qualification to determine whether the Bidder has satisfied all the following requirements:

- 1) The Bidder has provided a letter from a surety and bonding company indicating the Bidder is able to obtain a performance bond and a payment bond and its current bonding capacity. The surety or insurance company providing such letter must be rated by a least A- by A.M. Best Company.
- 2) The Bidder has provided examples of projects of similar size and scope that it has successfully completed within the last 10 years.
- 3) The Bidder has an acceptable safety rate / record for its scope of work and has provided an acceptable level of management commitment relative to its scope requirements.
- 4) The Bidder meets the qualifications defined in the Construction Specifications.

The submitted Qualifications that pass this initial review will be considered acceptable and then will be evaluated based on price. Submittals will then undergo a DBE review to determine if the DBE goal has been met and/or if Good Faith Effort has been achieved. The DBE review will include the requirements as it relates to DBE participation outlined in 49 CFR Part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract and items outlined in 49 CFR Part 26-Appendix A.

Submitted Qualifications that fail the initial review will not be subject to further consideration.

Upon determining the successful Bidder based on the criteria outlined above, all bidders will be notified of the outcome.



**Arkansas River Bridge Rehabilitation  
FORM D**

**Disadvantaged Business Enterprise (DBE) Affidavit of Commitment**

This form outlines the Bidder's intent to meet the established DBE goal on this project. The prime must complete this form in its entirety, sign, notarize and submit with the bid.

Project Name: Rehabilitation and Improvement of the Arkansas River Lift Bridge

Project Number: FY2017 Tiger Grant No. 157600102 / FRA Grant Agreement No. 69A36520401680TIAR

The undersigned Bidder hereby commits to meet the established DBE goal on this project through subcontracting or entering into a joint venture with DBE(s) in conformity with the requirements, terms and conditions of this attachment.

The undersigned hereby commits to attain at a minimum \_\_\_\_\_% DBE participation on this contract.

This percentage relates to DBE subcontracting or joint venture participation and is consistent with the DBE statement listed in the solicitation.

The undersigned hereby commits to enter into a formal agreement with the DBE(s) listed in the Subcontractor's List conditional upon award of a contract by Arkansas and Missouri Railroad. A copy of each subcontract agreement/purchase order with all DBEs will be submitted within 10 days of execution to Arkansas and Missouri Railroad.

**I DO SOLEMNLY SWEAR THAT I, \_\_\_\_\_, AM AUTHORIZED TO SIGN THIS AFFIDAVIT ON BEHALF OF:**

**NAME OF COMPANY** \_\_\_\_\_

**COMPANY SIGNATOR** \_\_\_\_\_

**SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

\*(SEAL)

\_\_\_\_\_  
**(Notary Public)**



**Arkansas River Bridge Rehabilitation**  
**FORM E**  
**Letter of Intent to Perform as a Subcontractor**

**Prime Contractor Instructions:**

This page must be filled out in its entirety by the subcontractor that will perform the work in connection with the project. This form must be submitted to Arkansas and Missouri Railroad with the bid submittal.

**Subcontractor Instructions:**

- Please fill in:
- Legal name and any doing business as (DBA) name of your firm;
  - Check if your firm is a DBE or Non-DBE;
  - Check your firm's structure-sole proprietor, partnership, corporation, limited liability, or joint venture;
  - Provide a detailed description of the work your firm is scheduled to perform and the dollar value of the work;
  - Sign, date and submit back to the prime contractor.

**Project Name:** Rehabilitation and Improvement of the Arkansas River Lift Bridge

**Project Number:** FY2017 Tiger Grant No. 157600102 / FRA Grant Agreement No. 69A36520401680TIIAR

**Subcontractor Name:** \_\_\_\_\_  DBE  
 \_\_\_\_\_  NON-DBE

The undersigned intends to perform work in connection with the above referenced project as a:

The undersigned will perform the scope of work listed below:

Dollar Value: \$

Signature: \_\_\_\_\_  
 (Subcontractor Signature)

Title: \_\_\_\_\_

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

## Arkansas River Bridge Rehabilitation GOOD FAITH EFFORTS GUIDANCE

### GOOD FAITH EFFORTS GUIDANCE

If a contract goal has been established, a Bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The Bidder can meet this requirement in either of two ways. First, the Bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it does not meet the goal, the Bidder can document adequate good faith efforts. This means that the Bidder must show that it took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. This document must be submitted with the bid if DBE goal is not met.

Arkansas and Missouri Railroad will make a fair and reasonable judgment whether a Bidder that did not meet the goal made adequate good faith efforts. Arkansas and Missouri Railroad will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. The efforts employed by the Bidder should be those that one could reasonably expect a Bidder to take if the Bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. Meeting quantitative formulas is not required and should not be relied upon by the Bidder as a determining factor.

Arkansas and Missouri Railroad will not require the Bidder to obtain a specified amount of DBE participation to be awarded a contract, even though the Bidder makes an adequate good faith effort showing. Arkansas and Missouri Railroad will not ignore bona fide good faith efforts.

The following is a list of the types of actions, which Arkansas and Missouri Railroad will consider in evaluating the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. Arkansas and Missouri Railroad will evaluate all documentation submitted by a Bidder in the evaluation process.

Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertisements, and/or written notices) the interest of all certified and certifiable DBEs who have the capability to perform the work of the contract. The Bidder must solicit this interest with sufficient time to allow the DBEs to respond to the solicitation and to conduct an investigation of the bidder's genuine interest. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations. Clear and comprehensive documentation should be submitted evidencing genuine efforts to attract DBEs.

Selecting portions of the work to be performed by DBEs to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. Mere geographical breakouts are insufficient documentation of bona fide efforts to breakout the work into economically feasible units.

Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation. Providing technical assistance and support in reviewing plans and specifications.

(1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work of material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. Where practical, providing support and offering support to DBEs to identify and negotiate areas of concern to obtain DBE participation.

(2) A Bidder using good business judgment would consider several factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the contract DBE goal, if such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. Bidders are expected to discuss areas of gross difference with DBEs to negotiate in good faith. Bidders are not to reject a bid as excessive without communicating/negotiating with the DBE.

No rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

## **Arkansas River Bridge Rehabilitation GOOD FAITH EFFORTS GUIDANCE - Continued**

Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Arkansas and Missouri Railroad or contractor. Documentation efforts made by the Bidder to provide/relax bonding/insurance coverage, provide financial assistance (such as expedited invoice processing, expedited prompt payment procedures, mobilization support, etc.) for DBEs will be given additional positive consideration by Arkansas and Missouri Railroad in evaluating a Bidder's good faith efforts.

Make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services and facilitating competitive rates and access to manufacturers or distributors should be documented.

Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the identification, recruitment, and placements of DBEs. Merely sending a notice to these entities is insufficient to document "effective" utilization of such organizations/associations/agencies/consultants.

In determining whether a Bidder has made good faith efforts, Arkansas and Missouri Railroad will consider the performance of other Bidders in meeting the DBE contract goal requirements. For example, when the apparent successful Bidder fails to meet the contract goal, but others meet it, Arkansas and Missouri Railroad may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Bidder could have met the goal. If the apparent successful Bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, Arkansas and Missouri Railroad may view this, in conjunction with other factors, as evidence of the apparent successful Bidder having made good faith efforts.



## Arkansas River Bridge Rehabilitation FORM F List of Subcontractors

This page must be filled out in its entirety and submitted to Arkansas and Missouri Railroad with the bid.

List each subcontractor's name & address, select if the subcontractor is DBE or Non-DBE, provide a description of the work, the dollar value of the work, dollar amount applicable to DBE goal (see the fifth paragraph under Section 7, Disadvantaged Business Enterprise (DBE) Goal, of the Invitation to Bid for more information), and the dollar amount applicable to the DBE goal.

The undersigned submits the following list of subcontractors, including DBEs, to be utilized in accomplishing the work of this contract and will enter into formal agreements with the subcontractors listed below upon execution of a contract with the Arkansas and Missouri Railroad.

**Prime Contractor Name:** \_\_\_\_\_

**Project Name:** Rehabilitation and Improvement of the Arkansas River Lift Bridge

**Project Number:** FY2017 Tiger Grant No. 157600102 / FRA Grant Agreement No. 69A36520401680TIAR

**Prime Contract Bid Price:** \$ \_\_\_\_\_

Prime Contract Bid Price equals total cost including Base Bid Package (minus Bid Item E100), Electrical Alternative, and Optional Bid Items.

Subcontractor Name & Address	DBE or Non-DBE	Description of Work (Or Bid Item Numbers)	Dollar Value of Work	Percent Applicable towards DBE Goal (100%, 60%, or 0%)	Dollar Amount Applicable towards DBE Goal

