

**COUNCIL MEETING AGENDA REQUEST FORM**

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**COUNCIL MEETING DATE: April 9, 2019**

**SUBJECT/REASON FOR AGENDA ITEM:**

- 1) Resolution for Council to approve the Mayor to enter into contract for Railroad Track Repairs with Rhorer Mutual Industries, in the amount of \$27,400.00

**(INCLUDE NAME, ADDRESS, PHONE NUMBER)**

**APPROVED BY:** \_\_\_\_\_  
**(COUNCIL MEMBER OR CITY ADMINISTRATION)**

**BELOW TO BE FILLED OUT BY COUNCIL CLERK**

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**DATE RECEIVE** \_\_\_\_\_ **TIME RECEIVED:** \_\_\_\_\_

**COUNCIL CLERK:** Tonia Banks      **AGENDA ITEM NUMBER** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_ (YES) \_\_\_\_\_ (NO)

**REMARKS:**

**COUNCIL PRESIDENT:** \_\_\_\_\_



**City Of Hammond  
Purchasing Department**

**Request for Proposal**

**RFP# 19-21**

**Track Repairs**

**Proposals shall be faxed to the City Of Hammond,  
Purchasing Department**

**985-277-5636**

**Or emailed to**

**Thurman\_je@hammond.org**

**No later than**

**10:00Am on March 22, 2019**

**Any technical questions on Specifications should be addressed to Gene Gilpin R.T.S.  
at (225) 698-6928 or cell (225) 603-6938.**

**Jana Thurman –Purchasing Manager for the City Of Hammond  
(985)-277-5633 or Thurman\_je@hammond.org  
FAX (985) 277-5636**

**This is the Proposal of:****Date:** March 21, 2019**Company:** Rhorer Mutual Industries**Section 3 Business/WBE/SBE/MBE/DBE:** WBE/DBE**Address:** 37376 Manchac Park Rd.**City:** Prairieville **State:** La. **ZIP Code:** 70769**Person to Contact:** John McBride**Phone:** (225) 615-0392 **Fax:** \_\_\_\_\_**Email:** john@rhorer.com**Your Proposal is important to us.**

However, should you choose NOT to submit a Proposal for this project, the City would still ask you to complete this sheet and indicate "No Proposal". This shall NOT affect your participation in future RFPs, but only serve as a means of verifying you received notification of this RFP.

**Section 3 Business/WBE/SBE/MBE/DBE**

The City encourages Proposals from Section 3 businesses, Woman Business Enterprises, Minority Business Enterprises, Small Business Enterprises, and other potentially Disadvantaged Business Enterprises. If your company is one of these types of businesses, please indicate "Section 3," "WBE," "SBE," "MBE," or "DBE" in the space provided above.

**Nondiscrimination Requirements**

By submitting and signing this Proposal, the Proposer agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973; Section 202 of Executive Order 11246 as amended; and the Americans with Disabilities Act of 1990. The Proposer also agrees to keep informed of and comply with all federal, State, and local laws, ordinances, and regulations which affect the Proposer's employees or prospective employees.

Rec 3.20.19 JP  
1:44 PM

## 1.0 SCOPE

We are requesting that you resubmit your bid on this scope of work as we have reduced the number of items in the last scope.

You are invited to quote a firm price to install 220 Grade ties.

### LOCATION

City of Hammond Rail Road

### PRICE

Please quote a firm price based on the installation of 220 Grade ties, to correct one gauge spot, and clean wye switch.

### CONTRACTOR QUALIFICATIONS

Contractor and any subcontractors must hold a current Louisiana contractor's license. If any services under this agreement are to be subcontracted, please list the company(s) to whom each service(s) may be subcontracted. A "Release of Liens" may be required from each subcontractor.

The successful bidder will be required to submit a letter stating that any contractor or subcontractor employees sent onto City of Hammond site have been drug tested, are drug free, and "fit for duty".

### DUE DATE

Proposals are due at 10:00am March 22, 2019. Any technical questions on Specifications should be addressed to Gene Gilpin R.T.S. at (225) 698-6928 or cell (225) 603-6938.

This specification covers the furnishing of material, labor and equipment to furnish, remove, and replace 220 6x8x8'6" crossties.

**THIS WORK MUST BE PERFORMED IN COMPLETE ACCORDANCE WITH BEST MODERN RAILROAD PRACTICES.**

## 2.0 CONTRACTOR WORK TO BE PERFORMED.

- 2.1 CROSS TIES- Cross ties are to be # 1 hardwood 6X8X8'6". Cross ties are to be replaced per marks. (220 total)
- 2.2 WORK SCHEDULE- Work schedule will be coordinated with City of Hammond
- 2.3 CLEAN WYE SWITCH- Clean out switch points at Wye switch
- 2.4 GAUGE- Gauge spot 6 joints behind wye switch

- 3.0 PROTECTION- Contractors must coordinate with Railroad for train movement, contractor must make track inaccessible.
- 4.0 COMPLETION- Repair must be completed within 30 days after purchase order is received. Track must be serviceable at the end of 2nd day.
- 5.0 INSPECTION Engineering representative can be expected to visit the construction site on the following occasions.
- A. BEGINNING OF JOB- To inspect material, and equipment to be used.
  - B. PERIODIC- To insure proper procedures are being followed.
  - C. FINAL- Acceptance of job well done.

**COMPENSATION INSURANCE:** THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES IS ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

**LICENSED AND NON-LICENSED MOTOR VEHICLES:** THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

**Liability:**

The Contractor shall assume the defense of and indemnify and save harmless the City and its Officers and Agents from all claims relating to work.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done or caused by him or his employees, or resulting from the execution of the work, or any operations, or caused by reason of existence or location or condition of facilities or of any materials, supplies, or machinery used thereon or therein, or neglect or omission on his part, or all of the several acts or things required to be done by them, under and by these conditions, and covenants, and agrees to hold the City harmless and indemnified for all such damages and claims for damages.

The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, attorney fees, recoveries and judgments of every nature and description made, brought or recovered against the City by reason of

any act or omission of the Contractor, his agents or employees, in the execution of his work.

**NON-DELIVERY**

**In the event a successful bidder is unable to furnish and/or refuses to provide service when requested to do so, the City reserves the right to obtain service elsewhere and bill the contractor for the difference between the quoted price and the actual cost.**

The method of delivery of proposals is the responsibility of the bidder. All bids shall be received by the Purchasing Department, Hammond City Hall Complex, 310 East Charles Street Hammond, Louisiana on or before the specified bid opening date and time. Late bids shall not be accepted under ANY circumstances. It is the bidders' sole responsibility to insure that their proposal has been delivered and accepted with ample time to meet all specified deadlines.

Bids shall be accepted only on the forms furnished by the City of Hammond Purchasing Department. The City of Hammond shall only accept proposals from those bidders in whose name the bid forms and or specifications were issued. Altered or incomplete bid forms, or use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. All bids must be typed or written in **BLUE/BLACK INK**. Any erasures, strikeover and/or changes to prices shall be initialed by the bidder. Failure to initial shall be cause for rejection of the bid as non-responsive.

All bids shall be signed. Failure to do so shall cause the bid to be rejected as non-responsive.

**As a qualified bidder for the project, I have carefully examined all of the Bidding Documents and have examined the conditions and specifications of the work to be done, and I hereby propose to furnish all labor, materials, equipment, tools, etc., as called for by the bidding specifications.**

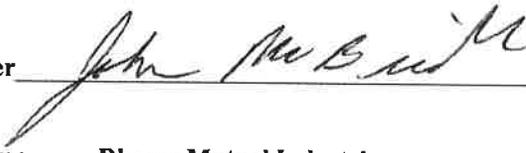
Bidder agrees to deliver services described by the Proposal Specifications for the sum indicated:

(Amounts shall be shown in words and digits, In case of discrepancy, words shall govern.)

**Total Price – Twenty-Seven Thousand Four Hundred Dollars and no cents**

**(\$27,400.00)**

Signature of Bidder



Name of Company : Rhorer Mutual Industries

Date: March 21, 2019

The above signature on this Bid certifies that bidder has carefully examined the instructions to bidders, terms and specifications applicable to and made a part of this Bid Package. Bidder further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this Proposal.

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