

**RFP 22-24  
Railroad Track Repairs  
CITY OF HAMMOND**

**March 24, 2022  
10:00 a. m.**

**Received (5) Five bids:**

Company	Total
<b>Force Corporation</b>	<b>No Bid</b>
<b>Prewett Enterprises Inc.</b>	<b>\$59,750.00</b>
<b>Pointer Smith Contracting</b>	<b>\$29,452.00</b>
<b>Simmons Railroad Group</b>	<b>\$54,950.00*</b>
<b>Rhorer Mutual Industries Inc.</b>	<b>\$46,823.00</b>

**\*Didn't turn in the whole Proposal packet.**

**Bids were due in by 10:00 a. m. Thursday, March 24, 2022**

**Present at bid:**

**Jana Soileau, Purchasing Manager  
Krystle Noto, Assistant Purchasing Agent  
Courtney Rhorer, Rhorer Mutual Industries**

LA Lic # 29598



**City Of Hammond  
Purchasing Department  
RFP #22-24**

**Railroad Track Repairs**

**Proposals Shall Be Received by the Purchasing Department,  
City of Hammond  
310 East Charles Street  
P.O. Box 2788  
Hammond, Louisiana 70404-2788  
Until**

**10:00 A.M. March 24, 2022**

**Proposals shall be accepted only on the RFP forms furnished by the City of  
Hammond Purchasing Department.**

**Any technical questions on Specifications should be addressed to  
Chris Gilpin R.T.S. at (225) 572-4903.**

**For Additional Information or Questions, Contact:  
Jana Thurman – Purchasing Manager  
purchasing@hammond.org**

*Rec  
3-24-22  
8:20 AM*

**This is the Proposal of:**

Date: MARCH 23, 2022

Company: Pointer Smith Contracting

Section 3 Business/WBE/SBE/MBE/DBE: \_\_\_\_\_

Address: 35023 Terminal Court

City: Geismar State: LA ZIP Code: 70734

Person to Contact: Chuck Smith

Phone: 225 445-2025 Fax: 225-744-4711

Email: Csmith@pointer-smith.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.

1.0 SCOPE

This specification covers the furnishing of material, labor and equipment to repair defects found on Track inspection report number 144. THIS WORK MUST BE PERFORMED IN COMPLETE ACCORDANCE WITH BEST MODERN RAILROAD PRACTICES.

REFER TO ATTACHED INSPECTION REPORT 144 FOR LOCATIONS OF DEFECTS

2.0 CONTRACTOR WORK TO BE PREFORMED.

- 2.1 REPLACE 25 CROSSTIES AND 10 SWITCH TIES- 8 different locations.
- 2.2 TIGHTEN JOINT BARS- Tighten bolts on bars, two locations, replace bolts as necessary.
- 2.3 DRAINAGE- Item 141-01- Use of a backhoe and men to clear debris blocking culvert
- 2.4 CROSS TIES- Cross ties are to be # 1 hardwood 7X9X8'6". Cross ties are to be replaced per marks. (25 total) Switch ties are as follows- 4-7x9x9, 3-7x9x10, 3-7x9x11(10 Total)
- 2.5 Surfacing- Two days minimum of surfacing is required to correct items 131-04,134-04,143-01
- 2.6 BALLAST- Ballast is to be # 4 limestone. 60 Tons
- 2.7 GAUGE- Multiple locations to pull, plug and regauge at 56 ½".
- 2.8 WORK SCHEDULE- Work schedule will be coordinated with City of Hammond.
- 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.
- 5.0 INSPECTION Engineering representative of R.T.S. 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.

Instructions to proposers

**PROPOSERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTION AS EARLY AS POSSIBLE DURING THE SUBMITTAL PERIOD. QUESTIONS OR CONCERNS MUST BE SUBMITTED TO THE PURCHASING MANAGER DURING THE PROPOSAL PERIOD AND SHALL BECOME PART OF YOUR PROPOSAL PACKAGE. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE PROPOSERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE PROPOSALS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO THE SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER PROPOSALS ARE OPENED.**

RFP Packages are mailed only as a courtesy. The City of Hammond does not assume responsibility for proposers to receive RFP packages. Proposers should rely on advertisements in the local newspaper, City Website [www.hammond.org](http://www.hammond.org), online at [www.bidexpress.com](http://www.bidexpress.com) or personally pick up RFP packages with specifications. Full information may be obtained, or questions answered, by contacting the Purchasing Department, Hammond City Hall Complex, 310 East Charles Street.

**These specifications are written in a manner to invite open competition. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive unless the RFP states that only the brand name will be considered for reasons of compatibility, etc.**

**The RFP number, Proposers name, address, Louisiana Contractor License number and RFP opening date shall be clearly printed or typed on the outside of the Proposal envelope, if mailed. Only one (1) proposal shall be accepted from each proposer. Alternates shall not be accepted unless specifically requested in the RFP specifications. Proposals can be delivered, faxed, emailed or mailed.**

The method of delivery of proposals is the responsibility of the proposer. All proposals shall be received by the Purchasing Department, Hammond City Hall Complex, 310 East Charles Street Hammond, Louisiana on or before the specified RFP opening date and time. Normally, bid bonds will not be required on bids for materials, supplies, annual contracts or small labor contracts. If a bid bond is required, it will be specifically requested on the RFP form and included in the specifications.

Proposals shall be accepted only on the RFP forms furnished by the City of Hammond Purchasing Department. The City of Hammond shall only accept proposals from those proposers in whose name the RFP forms and or specifications were issued. Altered or incomplete proposals forms, or use of substitute forms or documents, shall render the proposal non-responsive and subject to rejection. The RFP package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Department as THE RFP.

All proposals must be typed or written in **BLUE/BLACK INK**. Any erasures, strikeover and/or changes to prices shall be initialed by the proposer. Failure to initial shall be cause for rejection of the proposal as non-responsive.

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

Where one (1) or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Manager after study and review, reserves the right to determine the acceptability of any equivalent offered. The decision, after study and review, shall be final and binding.

If proposing "equivalent" products, specifications, illustrative literature and any deviations shall be submitted with proposal. Representative samples shall be submitted upon request, if appropriate.

**Liability:**

The Contractor at all times during the term of the contract shall maintain and pay for property damage and public liability insurance with limits of at least (\$1,000,000.00) one million dollars inclusive of bodily injury and property damage for any one occurrence.

Prior to commencing work under this contract the Contractor must file with the City a "certificate of insurance" meeting aforementioned requirements with the City of Hammond named insured by added endorsement. All premiums and expense incurred with this insurance shall be paid for by the Contractor.

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, recoveries, all attorney fees, 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.

**Worker's Compensation:**

The Contractor shall, at all times, pay or cause to be paid, any assessment or compensation required to be paid pursuant to the Worker's Compensation Act.

The Contractor shall, at the time of entering into a Contract with the City, provide satisfactory proof that all assessments or compensation payable to the Worker's Compensation Board have been paid and the City may, at any time during the performance or upon the completion of such Contract require a further declaration such Contract require a further declaration that such assessments or compensations have been paid.

As a qualified proposer for the project, I have carefully examined all of the RFP 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 RFP specifications.

I hereby acknowledge that I have received the following Addenda and they are reflected as part of this proposal.

List by date and Addendum number

NA

I certify that I am duly licensed in Louisiana to perform the work. Louisiana License # 29598

Proposal Amount

Proposer agrees to Furnish All Material, Supplies and Services in complete accordance with all RFP 22-24 Specifications for the sum indicated:

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

Total Price Twenty Nine Thousand Four Hundred Fifty Two DOLLARS  
(\$ 29,452.00)

Signature of Proposer Chm... / President  
Name of Company Pointer Smith Date 3-23-22

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



RAIL TECHNICAL SERVICES  
18601 Liberty Rd. Pride, LA 70770 FAX (225) 658-7965 CELL (225) 572-4903

### TRACK INSPECTION REPORT

Inspector: Ron Weger		Industry: City of Hammond			Report No. 144	Contact Person: Robert Williams 985-634-1904	Date: March 10, 2022	
Railroad:		Derails: 2	Turnouts: 5	Rd. Crossings:			Previous Inspection: February 10, 2022	
Item	Location	R.T.S. Defect Code / Description			Priority	E.T.	Action Taken	Remarks
		[Recommend for 2021 to replace approx. 575 ties from Wye Switch around curve to Home Depot						
		Recommend installing approx. 1000 ties from Wye switch to Wilbert Dangerfield Rd crossing to maintain surface and FRA joint tie standards in near future.]						
122-07	24 Joints West of Wye switch	109.02-No effective support ties within the prescribed distance from a joint.			1	2.0		Needs 2 ties
131-04	10 Rails north of north run-a-round switch	63.02-Deviation from uniform profile on either rail exceeds allowable.			1	8.0		Surface low joints and profiles
133-01	5 Joints behind - Home Depot Switch	109.02-No effective support ties within the prescribed distance from a joint.			1	3.0		Need 2 ties
134-02	4 rails behind north run-a-round switch	109.03-Crossties not effectively distributed to support a 39 foot segment of track. 250.03-Bridal rod, cuff, or connecting rod dragging tie or ballast.			1	4.0		Need 5 ties
134-03	North run-a-round switch	250.03-Bridal rod, cuff, or connecting rod dragging tie or ballast.			(1)	1.0		All rods buried in mud Clean all rods
134-04	2 Rails in front of Wye switch	63.02-Deviation from uniform profile on either rail exceeds allowable.			1	3.0		2 1/2" profile
134-05	West end of Wilbert Dangerfield Rd	109.02-No effective support ties within the prescribed distance from a joint.			1	2.0		Need 2 ties
135-01	Last curve to Home Depot on high side	115.02-Rail end mismatch on gage side of rail exceeds allowable.			1	1.0		Tighten up joint bars - 2 locations
136-01	2 <sup>nd</sup> Joint behind north run-a-round frog	53.03-Gage dimension exceeds allowable for curved track.			(1)	2.0		On turn out side
136-02	Wye Switch	53.03-Gage dimension exceeds allowable for curved track.			(1)	4.0		In closure rail need ties. Need to fix ASAP
136-03	1 <sup>st</sup> Bridge west of Morris Road	109.03-Crossties not effectively distributed to support a 39 foot segment of track.			1	4.0		3 rails before east side of bridge - 4 ties
137-011	East side of Wood Scale Road	109.03-Crossties not effectively distributed to support a 39 foot segment of track.			1	3.0		Need 6 ties toward Carbonics
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141-01	200' West of Wye Switch	33.02-Drainage or water carrying facility obstructed by debris.	1	2.0		Culverts plugged on north side Clear debris that is blocking Culverts
141-02	South run-a-round switch up to last curve to Home Depot	34.01-Excessive build-up of product, debris, ballast, etc. in track.	1	8+		Bring in Tamper and regulator to clean up and surface for two days
143-01	Between run-a-round switches	63.05-Deviation from zero cross level at any point on tangent exceeds allowable.	1	8+		2 5/8" cross level
143-02	In last curve to Home Depot	53.03-Gage dimension exceeds allowable for curved track.	(1)	2.0		Pull plug and regauge
143-03	¼ mile East of E. Church St. crossing	109.03-Crossties not effectively distributed to support a 39 foot segment of track.	1	3.0		Spot in 4 ties
		No new defects noted this report no. 144				

**Priority**

- (1) Immediate attention
- 1- Next visit
- 2- After ones are completed
- 3- After twos are completed

**E.T.**

Estimated time to complete repair