



**Paris Economic Development Corporation Inc.
Request for Bid
Rail Construction Services**

Notice is hereby given that sealed bids are requested for Rail Construction Services. The Paris Economic Development Corporation (PEDC) rail is shown in the attached exhibits. The Bid will be received by the Paris Economic Development Board located at 1125 Bonham St. Paris, TX 75460 until Monday, August 31, 2020 at 1:00 PM CST. Bids must be submitted in a sealed envelope marked ***Rail Construction Services***. Bids will be opened and publicly read aloud on Monday, August 31, 2020 at 2:00 PM CST.

Bid documents are available for pickup on or after August 3, 2020 at Paris Economic Development Corporation, 1125 Bonham Street, Paris, TX 75460 or download online at: www.parisedc.com.

The PEDC reserves the right to reject any and all bids, to waive any informalities in the bids received, and to accept the bid or bids that in its judgment will be in the best interest of the PEDC. The board will meet to award the bid during a special meeting on a date to be determined after the bids are opened.

Purpose

The PEDC is seeking bids from qualified contractors, hereinafter referred to as the “Contractor” to provide Rail Construction Services in accordance with the terms, conditions, and specifications contained in this Request for Bid (RFB).

Eligibility

To be eligible to respond to this RFB, the proposing Contractor must demonstrate that it has successfully provided similar services to those specified in the Scope of Services section of this RFB.

Bid Response Outline

Bids must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments.

Exceptions

All exceptions, regardless of how minor, shall be stated. Exceptions shall be listed in order of this RFB and referenced by section name.

Qualifications, Experience and Equipment

The submission should include details on the qualifications and experience of the Contractor. A list of equipment to be used on the project shall be submitted. The equipment list will need to include make, model, condition of the equipment and year the equipment was manufactured.

Scope of Services

Rail Construction Services - The Contractor will be responsible completing work and meeting standards below:

1. The construction of approximately 400 track feet of rail from existing rail up to western PEDC property line to tie into American SpiralWeld spur.
 - a. Contractor will be responsible for supplying materials above subgrade.
 - b. Rail will be 115# relay jointed rail with 13 inch DS tie plates – rail will be fully bolted 6 hole joint bars – will tie into existing 90 ra rail
 - c. Rail will be placed upon 6 x 8 grade 3 crossties – spaced at 21 inches center to center
 - d. Spike pattern will be 2 gage, 1 field side; anchors will be box anchor per GWRR standard for jointed rail
 - e. GWRR standards will be utilized for construction

The Contractor will be responsible for all costs of transport and proper disposal of all debris. All debris material must be transported to an approved landfill, unless otherwise salvaged or alternative site approved by the PEDC.

Certifications and Permits - The Contractor will be responsible for obtaining all permits necessary for completion of the project from the appropriate regulatory agencies.

A burn permit must be obtained from the Paris Fire Marshal (Clyde Crews) in order to burn trees and underbrush. The Fire Marshall is located a 135 SE 1st Street in Paris and the phone number is (903) 784-9226.

Surveys – Contractor is responsible for locating all property corners and property lines.

Salvage of Materials – The Contractor shall take ownership of all scrap/salvage materials, if any.

Responsibility for Temporary Facilities/Utilities – The Contractor will be responsible for all temporary facilities necessary to successfully complete the project, including, but not limited to, portable restrooms, site fencing, site security, electricity, water, etc.

Special Requirements – Any excess soil that may accumulate must remain onsite due to environmental requirements.

Hazardous Materials – Hazardous materials are not expected to be generated or transported/disposed off-site. Contractor should immediately notify PEDC of hazardous materials or contamination discovered by the Contractor.

Expected Condition of Site at Completion of Work – It is expected that the contractor will be responsible for repair or damage to any adjacent structures and any fencing, curbing, concrete paving, sidewalk, or asphalt damaged during the project.

No Additional Charge Items

There shall be no additional charge to the PEDC for the contractor to provide labor, equipment and materials for:

- Contractor Mobilization
- Contractor's damage (if any) to public or private property

Note

Failure by the Contractor to perform the work in a professional and safe manner will result in the termination of the contract, and back charging the Contractor for any damages or delays caused by the Contractor.

Submission of Bids

Competitive sealed bids will be submitted to ***The Paris Economic Development Corporation, 1125 Bonham Street, Paris, Texas 75460*** and received by the Office Staff beginning August 24, 2020, from 8:00 AM CST through August 31, 2020, at 1:00 PM CST. Bids should be clearly marked ***Rail Construction Services***. Bids received after August 31, 2020, at 1:00 PM CST will be considered untimely and returned. The date and time received as noted by the PEDC staff shall be final and conclusive evidence of the timeliness of each bid received.

Contractors' bids should be submitted on the Bid Form attached to the RFB and signed by an authorized officer for the Contractor.

Two (2) hard copies in a sealed envelope must be received by the due date and time discussed. The name of the winning Contractor will not be released until final approval by the PEDC Board. The PEDC Board reserves the right to reject any and all bids.

Contractors must complete and submit their bids and complete and submit the following:

- ***Qualifications/ Experience***: Describe the Contractor's qualifications and experience with this type of work. Provide examples and reference contact information for previous similar projects.
- ***Approach***: Describe how the work will be accomplished.
- ***Schedule***: Provide an estimated project schedule for each lot to complete the scope of work described above. Approximately how many working days will the project encompass?
- ***Safety***: Provide information regarding the Contractor's safety record and describe the specific safety measures/plan to be used in this project to protect personnel, public, structures and infrastructure.
- ***Equipment***: Provide a list of equipment to be used.

Inquiries

Questions arising subsequent to the issuance of this RFB shall be submitted by email to Parisedc@paristexasusa.com.

Pre-Bid Meeting

A pre-bid meeting will take place remotely via Zoom on August 20, 2020, at 11:00 AM CST. Attendance is not mandatory. Please inquire at cstout@paristexasusa.com for Zoom meeting details.

Last Day for Questions

Any questions Contractors wish to be addressed and which might require an addendum must be submitted before Friday, August 21, 2020 at 5:00 PM CST. Email all questions to Parisedc@paristexasusa.com with a heading of *Rail Construction Services*.

Selection Criteria

Awards shall be determined by and based upon the best bid, which, in the discretion of the PEDC Board is the bid that most adequately meets the needs of the PEDC for the project. In determining the best bid, the PEDC may consider the following.

- Price
- Quality, availability, and functional or suitability of the contractual services
- The ability, capacity, equipment and skill of the Contractor to perform the contract or provide the service required
- Whether the Contractor can perform the contract or provide the service promptly, or within the time specified, without any delay or interference
- The character, integrity, reputation, judgment, experience and efficiency of the Contractor
- The quality of performance of Contractor's previous contracts or services
- The existing compliance of the Contractor with existing laws and ordinances relating to the contract or service
- The Contractor's health and safety culture
- Whether the Contractor is in default on payment of taxes, licenses or other moneys due to the City of Paris or Lamar County

Contract Period and Effective Date

The initial contract term shall commence upon final execution of the contract by the Board and shall expire on 60 days from date.

Compliance

The Contractor agrees to abide with all applicable federal and state laws and regulations.

Indemnification

The Contractor shall hold harmless, defend and indemnify the PEDC and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses (including, but not limited to attorney's fees) because of bodily injury, sickness, disease, or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of the Contract by Contractor, or (b) any act, error, or omission on the part of the Contractor, or its agents, employees, or subcontractors except where such claims, losses causes of action, judgments, damages and

expenses result solely from the negligent acts or omissions or willful misconduct of the PEDC, its officers, employees or agents.

Insurance

All bid documents will include an insurance clause as follows:

1. All bids shall include and cover the cost of Worker’s Compensation Insurance for all employees of the bidder and for all employees of all subcontractors. It is agreed that the successful contractor shall furnish the PEDC with a certificate of insurance from a licensed and reputable insurance company stating the minimum coverage amounts as listed.
2. Minimum Coverage amounts:
 - a. General Liability
 - (1) General Aggregate \$1,000,000.00
 - (2) Product, completed operations aggregate \$300,000.00
 - (3) Personal Injury \$300,000.00/\$1,000,000.00
 - (4) Each Occurrence \$300,000.00
 - (5) Fire legal liability damage \$300,000.00
 - (6) Medical Expense \$300,000.00
 - b. Automobile combined single limit \$300,000.00

Payment

The Contractor shall invoice the PEDC upon completion of the services rendered. Final approval of work and inspection of work will be performed by PEDC consultant G&W, who will submit a report to the PEDC when work is complete and in compliance with FRA and bid regulations and requirements prior to final payment.

**Bid for Rail Construction Services
Paris, Texas**

Date: _____

In accordance with the advertisement, requesting bids for “Rail Construction Services” for the Paris Economic Development Corporation subject to conditions and requirements of the contract and scope of work, including any Addenda. The undersigned proposes to complete all work called for in the Request for Bid within the time as submitted, after receipt of a “Notice to Proceed” for Rail Construction Services on the following section of rail:

Rail description (see attached map details):

The roughly 400 feet of rail to be constructed lies primarily within the confines of Lamar County Appraisal District parcel #123563. This parcel lies directly south of the former Superior Switchboard and Oliver Rubber factories, the latter of which was located at 2305 NW Loop 286, Paris TX 75460. The rough center of the rail can also be located by these coordinates: [33.678626, -95.580031](#).

Bid and time (in calendar days) to perform Rail Construction Services:

Material Bid: \$ _____

Labor, Equipment and Mobilization: \$ _____

Total Bid: \$ _____

Total Time: _____

Total Rail Construction Services cost in Words:

_____ Dollars

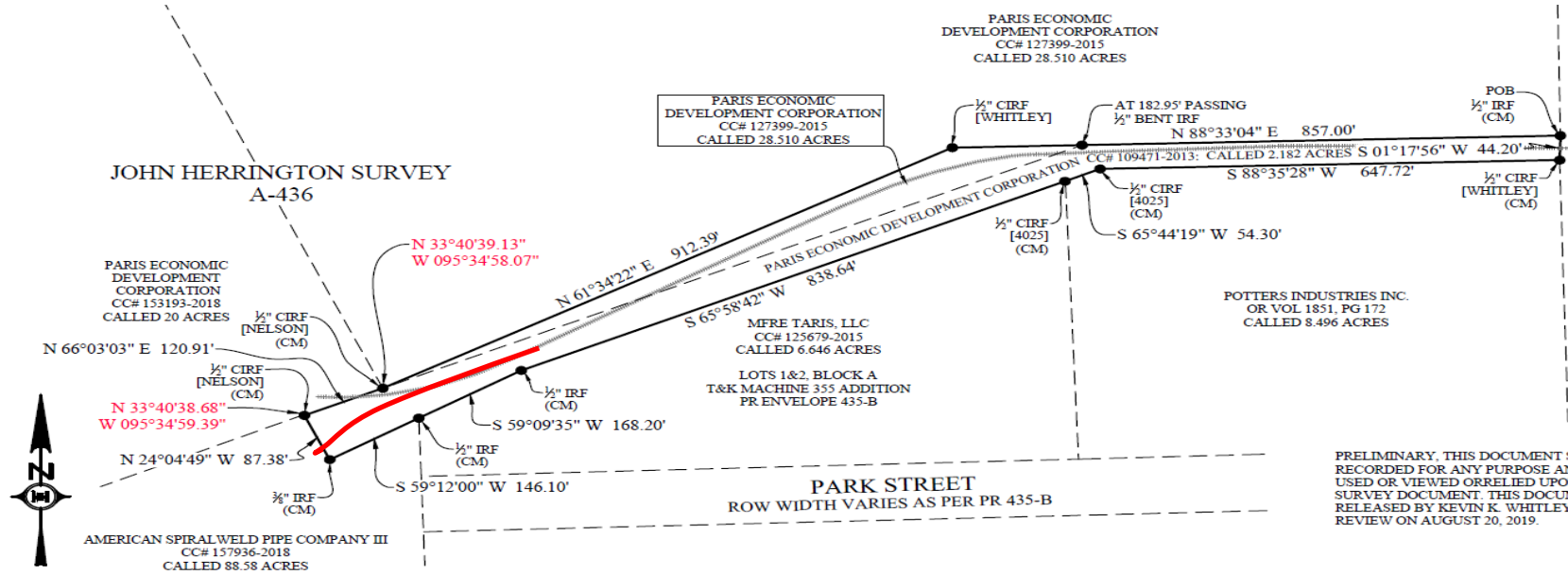
Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Survey of PEDC-Owned Trackage

The red line indicates the section of new track to be constructed.



PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT. THIS DOCUMENT IS RELEASED BY KEVIN K. WHITLEY RPLS #5892 FOR REVIEW ON AUGUST 20, 2019.

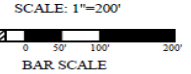
NOTES

1. THE REFERENCE BEARING FOR THE TRACT OF LAND SHOWN HEREON IS NAD 1983 TEXAS STATE PLANE COORDINATE SYSTEM ZONE 4202.
2. THIS DOCUMENT IS RELEASED TO CONVEY THE LATITUDE AND LONGITUDE OF TWO OF THE PROPERTY CORNERS SHOWN ON A SURVEY PREPARED BY ME ON MAY 20, 2019.
3. THIS DOCUMENT IS ON AN 8.5"X 14" SIZED SHEET.
4. RODS SHOWN AS 1/2" CIRS HAVE BLUE PLASTIC CAPS STAMPED KWHITLEY RPLS 5892.

LEGEND

○	CIRS	CAPPED IRON ROD SET
◐	CIRF	CAPPED IRON ROD FOUND
●	IRF	IRON ROD FOUND
(CM)		CONTROLLING MONUMENT
[XXX]		INFORMATION STAMPED ON MONUMENT
CC#		COUNTY CLERK'S DOCUMENT NUMBER
OR		OFFICIAL PROPERTY RECORDS
PR		PLAT RECORDS
POB		POINT OF BEGINNING
---		EXISTING PROPERTY LINE

3.048 ACRES
CITY OF PARIS
LAMAR COUNTY, TEXAS
MAY 2019



HEI HAYTER ENGINEERING INCORPORATED
 4446 S.E. LOOP 286 PARIS, TEXAS
 903-788-0303
 www.HayterEngineeringInc.com
 TBPE FIRM NO. F 000315
 TBPLS FIRM NO. 10028600

Surveys\9611004-Paris EDC\19th St., NW\11 Survey\AutoCAD\ASWP RR Spur boundary.dwg

Paris Industrial Track: PEDC Section

