



ST. CHARLES PARISH

ST. CHARLES PARISH PROCUREMENT OFFICE

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000 • FAX: (985) 308-1933

Website: www.stcharlesparish-la.gov • jschmill@stcharlesgov.net

MATTHEW JEWELL
PARISH PRESIDENT

ST. CHARLES PARISH PRESIDENT'S OFFICE
MAINTENANCE CONTRACT
BID FORM

DELIVER TO:

**ST. CHARLES PARISH
PRESIDENT'S OFFICE
PROCUREMENT OFFICE
3rd FLOOR (ROOM 3400)
P. O. BOX 302,
15045 RIVER ROAD,
HAHNVILLE, LA 70057
(985) 783-5000**

ITEM:

MAINTENANCE DREDGING SERVICES

BID DATE: August 13, 2020

ON-LINE - www.centralbidding.com

BID TIME: 11:00 A.M.

OPENING:

**ST. CHARLES PARISH
COURTHOUSE
COUNCIL CHAMBERS 2ND
FLOOR, 15045 RIVER ROAD
HAHNVILLE, LA 70057**

**DEPARTMENT: WATERWORKS
AND/OR ST. CHARLES PARISH**

PLEASE READ BID CAREFULLY!

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK WILL BE ACCEPTED

BIDS CONTAINING CORRECTIONS WILL BE DISQUALIFIED

TERM OF CONTRACT- January 1, 2021 to December 31, 2021 with one (12) month renewal options (January 1, 2022 to December 31, 2022), if agreed by both parties in writing.

NAME OF FIRM _____

BID # 21-181

I INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. THIS BID PACKAGE MUST BE RETURNED IN ITS ENTIRETY. ALL BIDS SHALL BE PREPARED ON THE BID FORM AND RETURNED IN A SEALED ENVELOPE WITH THE APPROPRIATE BID ITEM(S) MARKED ON OUTSIDE OF ENVELOPE. BIDS MAY ALSO BE SUBMITTED ON-LINE AT www.centralbidding.com. ANY FEDERAL, STATE, AND/OR LOCAL LICENSE REQUIRED BY LAW FOR MAINTENANCE CONTRACTS AND, LABOR AND MATERIALS COMBINED MUST BE INCLUDED. LOUISIANA CONTRACTOR'S NUMBER MUST BE "VISIBLY" MARKED ON OUTSIDE OF ENVELOPE FOR ALL BIDS. FOR THE PROCUREMENT OF VEHICLES, **ALL DEALERS** SHALL INCLUDE A COPY OF A VALID DEALERS LICENSE ISSUED UNDER THE PROVISIONS OF RS 32:1254.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, material, operating supplies and/or equipment listed in this bid proposal. Items bid must meet or exceed specifications. All specifications are minimum allowable.

BONDS: Upon award, when applicable, all contracts with labor, and/or labor and material combined in excess of \$25,000 will require a performance bond or a cashers check in the amount equal to 50% of the bid. Performance bonds do not apply to materials, supplies and services. Bonds shall be issued by a company licensed to do business in Louisiana and countersigned by a person who is under contract with the surety company or bond issuer as a licensed agent in the state and who is residing in this state.

NOT TO EXCEED LIMITS: Maintenance Projects that exceed \$30,000.00 will be reviewed by the St. Charles Parish Procurement Office and reserves the right to obtain quotes or publicly bid any project which may be most beneficial to St. Charles Parish. Maintenance Projects where Federal Funds are dispersed should not exceed \$150,000.

AWARD OF CONTRACT: ST. CHARLES PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of St. Charles Parish. Every bid shall be awarded to the LOWEST RESPONSIVE AND RESPONSIBLE BIDDER meeting specifications and at the same time, best fulfilling the needs of the St. Charles Parish Personnel. The Procurement Office will be the sole judge of equality of products and comparability to specifications.

In accordance with the provision of L.A. R. S.38:2212.3, St. Charles Parish is authorized to reject the lowest bid if received from a bidder domiciled in a Communist Country, or if the materials or supplies are manufactured in a Communist Country, including but not limited to the Soviet Union, China, North Korea, and Vietnam, and to award the contract to the next lowest bidder, provided this Section shall not apply to any country having established trade relations agreements or approvals from the government of the United States.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state, in accordance with R.S. 38:2251.

EXCLUSIVE JURISDICTION and VENUE: For all claims arising out of or related to this agreement, Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

NAME OF FIRM _____

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS:

USE OF BRAND NAMES: The following specifications have been prepared by our office setting forth those items deemed necessary by our personnel. Certain brand names and "or approved equal" according to R.S. 38:2212 are listed to indicate the minimum quality acceptable to the St. Charles Parish Personnel. **They are not intended to be restrictive or discriminatory in any manner whatsoever. They are used to denote the quality standard of product desired and that they do not restrict bidders to the specific brand, make, manufacturer or specification named. Instead they are to be used only to set forth and convey the general style, type character and quality of the product.** Any deviation from these specifications must be noted on the deviation sheet if applicable. If any item of equal quality is substituted, a Technical Specification of the item must be provided with the bid. Include brochures or other literature describing all required quality features. The brand name and stock number of certain bid items must be listed on the bid form as indicated or attached to bid form. Anticipated delivery time must also be stated for each item.

ORDERS: Order placement and order quantity will be determined by the St. Charles Parish Procurement Office on a "when and as needed" basis, when applicable or otherwise stated in specifications. Failure to insert delivery days, when called for on the quotation form, may be cause for rejection of the bid.

CANCELLATION OF CONTRACT: The St. Charles Parish Procurement Office must be informed of any inability to supply an order within that stated period. The Procurement Office reserves the right to cancel and place with another vendor, any order that cannot be supplied as per the time specified. Repeated inability to fill orders may result in cancellation of the order and/or disqualification of the bidder. The Procurement Office reserves the right to seek additional bids for special projects beyond their normal operations. After thirty (30) days from delivery of written notice to either St. Charles Parish or the Contractor without cause and without prejudice to any other right or remedy, may elect to abandon and terminate the agreement.

Any bids submitted which contains additions, alternate bid, or irregularities which may make the proposal ambiguous as to its meaning shall be rejected.

PRICES: St. Charles Parish is tax exempt. All prices for procurements by St. Charles Parish of supplies and materials shall be quoted in the unit measure specified and unless otherwise specified, shall be exclusive of state and parish taxes. All quotations shall be based on F.O.B. Destination Freight Prepaid, St. Charles Parish warehouse or job site, anywhere within the parish as designated by the Procurement Office.

When called for, prices are to include the furnishing of all material, equipment, tools, delivery and all other facilities, and the performance of all labor services necessary or proper for the completion of the work except as may be otherwise expressly provided in the detailed specifications. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

CONTRACTING WITH MINORITY, WOMEN AND DISADVANTAGED FIRMS: St. Charles Parish encourages the participation of small businesses and businesses owned by Women and Minorities in the Parish's Procurement Activity.

In attempt to reach out to these firms we are sending our advertisements for bid to OMWBEwebadmin@OMWBHEW.gov>

INSURANCE REQUIREMENTS

The following are standard insurance requirements for St. Charles Parish projects. Please be advised that additional requirements and/or limits may be required for services identifies as having additional risks or exposures. St. Charles Parish reserves the right to modify, alter, add, remove, or change any portion of the insurance requirement prior to execution of a contract or issuance of a purchase order.

The successful company shall maintain full force and effect during the life of this agreement all insurance necessary to protect itself and Parish against claims for property damage or bodily injuries or death of person or persons, whether or not employed by bidder, which may arise from any cause in connection with the services to be performed herein. The following is a list of minimum insurance requirements which must be met:

1. Minimum Limits of Coverage are as follows: **Parish has the right to examine policies to assure coverages.**
 - **Commercial General Liability**- \$1,000,000 combined Single Limit per occurrence for bodily injury and property damage;
 - Parish shall be added as additional insured on general liability;
 - **Comprehensive Automobile Liability** – Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. Must have coverage for loading & unloading. Auto Liability should include owned, hired and leased autos.
 - **Worker’s Compensation Insurance** – As required by Louisiana State Statute, exception; Employer’s Liability, Section B shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposure to cover all employees not covered under the State Worker’s Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.
 - The vendor would be required to have the appropriate Maritime/Jones Act insurance for projects in/on/over the waterway.
 - Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish. The certificate of insurance shall reference the waiver of subrogation endorsement;
 - The Worker’s Compensation Policy Territory Coverage Must include Louisiana
 - **Deductibles** – No insurance required shall include a deductible greater than \$50,000. The cost of the deductible is borne by the contractor. Company may be asked to disclose Deductible /SIR amounts.
 - **Umbrella Liability/Excess Coverage** – An umbrella policy or excess may be used to meet minimum requirements provided it has the appropriate “drop down” coverage required. If the company subcontracts any portion of this order, it is required that he carry insurance in amounts stated above. Subcontractors shall submit a certificate of insurance certifying the above insurance coverage. The successful company also assumes full responsibility for all Federal and State Contributions for Unemployment Insurance, Workmen’s Compensation, Disability Benefits Insurance, Federal Insurance Contributions Act Payments and Federal Withholding Tax of his employees.

BID # 21-181

- **BUILDER'S RISK** – *For construction and repair projects*
The contractor shall maintain Builder's Risk Insurance Policy that covers the specific risks involved in the scope of work (subject to review and approval by the parish.)
2. Bidder agrees to indemnify and hold harmless St. Charles Parish, its officers and employees
From any liability resulting indirectly or directly from the performance of the contract;
 3. Certificate Holder shall read: St. Charles Parish; P.O. Box 302, Hahnville, LA
 4. Vendors delivering flammable and/or toxic substances will require endorsement for Pollution Liability Coverage and meet all Federal, State, and Local laws applicable.
 5. Insurance company must be authorized to do business in the State of Louisiana and have an AM best rating of at least AA-class/category VII;
 6. Parish may request copies of the policy and/or sections of the policy for review;
 7. It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of contractor. Contractor shall further ensure the Parish is names as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
 8. St. Charles Parish requires a 10-day notice of cancellation of policy.

I hereby certify that the bid price(s) listed above and/or attached have been carefully checked and are submitted as correct and final.

NAME OF FIRM AUTHORIZED SIGNATURE DATE

PHYSICAL ADDRESS TYPE OR PRINT NAME

P.O. BOX E-MAIL ADDRESS (of Authorized Signature)

CITY, STATE, ZIP TITLE

PHONE FAX

DUNS NUMBER: _____

ST. CHARLES HERALD GUIDE

BID PUBLISHED:

July 23, 2020

July 30, 2020

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NAME OF FIRM _____

**MAINTENANCE DREDGING SERVICES AS AND WHEN NEEDED THROUGHOUT
ST. CHARLES PARISH**

1.0 PURPOSE

The intent of this invitation for Bid is for the Parish of St. Charles to obtain the services of a qualified General Contractor to provide dredging services. Dredging will include but not limited to the following SCP locations: Pump Stations, Canals, Ponds, Marinas, Sewer Plants, Drainage and Environmental Dredging on a when and needed basis.

2.0 BIDDER'S MINIMUM QUALIFICATIONS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders must submit the documentation indicated below with their bid. Failure to provide any of the required documentation will result in the bid to be deemed non-responsive and rejected.

The following criteria shall be met in order to be eligible for the bid solicitation:

3.1 DEBARMENT

By signing the pricing page, contained in this document, Bidders are certifying they are not currently debarred by any Local, State, or Federal Governmental Agencies. Bidders shall provide in their Bid, all documentation related to all debarments that occurred within the last ten (10) years.

3.2 EVIDENCE

All Bidders must provide evidence of a Louisiana Contractor's License, whether resident or nonresident of Louisiana is required.

3.3 EXPERIENCE

Bidders must demonstrate a minimum of eight (8) years successful experience by providing detailed information on similar dredging projects consistent with the scope of services for this Bid.

Demonstration shall be by means of providing a minimum of (3) project references related to dredging as to the character of the locations mentioned above.

References are also to include names, location of projects, & project descriptions in sufficient detail to allow determination of projects size and scope, contract cost, names, addresses, current phone numbers and email of owners.

4.0 SPECIFICATIONS

The service to be performed as a result of this Bid shall be in accordance with specifications prepared by St. Charles Parish Procurement Office.

The service for this project consists of dredging and properly disposing of the sediment.

4.1 SCOPE OF WORK

THE CONTRACTOR SHALL PERFORM THE FOLLOWING:

- A.** The Successful Bidder shall use a portable six (6) inch suction dredge.
- B.** The Contractor shall develop a detailed work schedule for each required project and submit it to the Public Works Director or his designee for approval. This schedule of work will be kept up to date so it accurately reflects the progress.
- C.** The Contractor shall be responsible for obtaining all LADOTD permits and LADOTD required bonds.
- D.** The Contractor will obtain any necessary permission/permits from the appropriate Utility Company to utilize their easement for the construction access. All complaints and concerns from the Public entity, our Parishioners, Home Owner Associations, or Property Owners, must go through the St. Charles Parish Public Works Director or his designee.
- E.** The contractor will provide all equipment and personnel necessary to mechanically dredge the area specified. The location of the sediment removal area will be determined by SCP Public Works Director's Office. The contractor shall account for hauling away the sediment.
- F.** The contractor will be responsible to construct a haul road if needed.
- G.** The contractor shall haul all dredged material. The contractor must keep all load tickets provided by any landfills and submit them with the invoice. The contractor is not permitted to "track" sediment or any other debris onto the roads outside the landfills.
- H.** The Contractor shall make every reasonable effort to remove accumulated sediment as required. The contractor shall take every precaution to avoid undermining and or damaging the embankments that makeup shorelines.
- I.** The Parish will follow up bathymetric survey to document the post-dredging conditions and verify the sediment removed.
- J.** It is the contractor's responsibility to provide a turbidity curtain if needed for erosion and sedimentation protection.
- K.** Contractor shall restore all areas disturbed by the dredging operation. This area will primarily be the offloading area and dump truck loading area.

- L. Contractor will comply with any applicable LADOTD access requirements.
- M. No weekend or holiday work unless approved by the Public Works Director.
- N. The use of fabric dredge material spoil tubes (Enviro Tubes) will be used when necessary.

4.2 ADDITIONAL SCOPE OF SERVICES

THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE FOLLOWING AT ALL WORK SITE LOCATIONS:

- A. Contact Dottie prior to beginning any excavation.
- B. Stabilize disturbed areas by seeding, putting down straw, and installing jute mesh.
- C. Preservation of adjoin property including sidewalks, paths, parking lots, etc...
- D. All Electrical, Sanitary facilities for workers and subcontractors as needed.
- E. Full coordination with the St. Charles Parish Public Works Director prior to Commencement of all work. The Contractor shall submit an estimate for each project Task Order issued by Public Works or his designee. The Task Order shall be signed by both parties before commencement of work.
- F. Coordinating any necessary traffic control with the appropriate parties.
The Contractor shall exercise all required safety measures to conduct work in a safe manner and shall adhere strictly to all Federal, State and Parish safety regulations, rules and requirements as well as traffic control as defined in the "Manual of Uniform Traffic Control". All traffic control devices shall be defined as signs, signals, markings, flaggers and other devices used to regulate, ward or guide traffic. All traffic control devices utilized under terms of this Contract shall be in accordance with the "Manual of Uniform Traffic Control Devices" latest edition as published by the American Traffic Safety Services Administration (ATSSA).

4.3 POLLUTION PREVENTION REQUIREMENTS – CONTRACTOR SHALL:

- A. Take every precaution to prevent the discharge of sediment. The use of silt SOX, Silt fence and dewatering geotextile bags shall be in place or used before the disturbance occurs.
- B. Have spill containment materials onsite at all times to contain and prevent hydraulic fluid, and or fuel leaks, spills and accidental releases from contaminating the surrounding work environment. Leaking or nonfunctioning machinery and equipment must be promptly repaired or removed from the site.
- C. Contact the St. Charles Parish Public Works Director's Office if questions or problematic issues occur.

5.0 PRICE / COST:

A. MOBILIZATION

1.) Jobs under \$40,000 – Mobilization Cost: \$ _____

2.) Jobs over \$40,000 - Mobilization Cost: \$ _____

B. DREDGING:

3.) Day Rate calculated with a 400 cubic yards per day \$ _____
(2-day minimum)

C. SPOIL AREA MANAGEMENT

4.) Spoil Area Management using a per day rate \$ _____

AUTHORIZED SIGNATURE OF FIRM: _____

PRINT AND DATE: _____

PROCUREMENT AGREEMENT

St. Charles Parish, represented herein by Matthew Jewell, Parish President, and the successful vendor noted below, does hereby enter into this Procurement Agreement for the expressed purpose of providing the following in order to serve the public.

Description of Procurement: *Requirement Contract -Bid Number 21-181*

Dredging Services

Now Therefore, St. Charles Parish does, hereby, enter into this Procurement Agreement with the undersigned below.

Now Therefore, St. Charles Parish does, hereby, enter into this Procurement Agreement with the undersigned below.

ST. CHARLES PARISH

By: _____
Matthew Jewell, Parish President Date

COMPANY NAME

Authorized Signature of Company Date

Please return this document back signed and attached to this bid form.

NAME OF FIRM _____