



**Red River, Atchafalaya & Bayou Boeuf Levee District**

# **Proposal**

**For**

**ST. LANDRY PARISH LEVEE**

**MOWING**

St. Landry Parish Levee Mowing

## NOTICE TO CONTRACTORS

Sealed bids for the performance of the following work will be received by the Red River, Atchafalaya & Bayou Boeuf Levee District (RRABB) until 10:00 a.m. on December 28, 2020 at 10 Calvert Drive, Alexandria, LA, 71303.

**Project Description: Levee mowing for the West Atchafalaya Basin Protection Levee, Atchafalaya Westbank Levee, Melville Ring Levee and the Krotz Springs Ring Levee. (see attached maps)**

**Parish: St. Landry**

**Length: Approx. 60 miles**

**Acres: Approx. 1644**

**Type: Maintenance mowing**

**Executive Director/Project Manager: Warren Byrd; 10 Calvert Drive, Alexandria, LA 71303**

**Phone: (318) 443-9646 or (318) 446-2233**

Bids must be prepared and submitted in accordance with this Maintenance Proposal and must include all information required by the Proposal.

Bid packets may be obtained at the RRABB Headquarters at 10 Calvert Drive, Alexandria, LA 71303, or by contacting RRABB; email: [eburke@rrabb.net](mailto:eburke@rrabb.net), phone: (318) 443-9646, or by written requests sent to the RRABB Levee District at 10 Calvert Drive, Alexandria, LA 71303. The enclosed Price Form shall be completed and received by the RRABB Levee District before 10:00 a.m. on December 28, 2020 at the address listed above.

All questions concerning the plans shall be submitted to the RRABB Headquarters (as shown above) and/or the Executive Director; phone: (318) 443-9646

A mandatory pre-bid conference will be held on December 9, 2020 at 10:00 am. This meeting will be held at the RRABB office located at 10 Calvert Drive, Alexandria, LA 71303. A site visit to each levee segment can be arranged on this day as well.

St. Landry Parish Levee Mowing

**SPECIAL PROVISIONS**

**Section 1. Project Scope and Limits**

This Contract is for levee mowing for approximately 60 miles (1644 acres) of flood protection levees along the Atchafalaya River and Atchafalaya Basin located in St. Landry Parish. The project limits begin at the Avoyelles/St. Landry Parish line and proceeds southward to US 190 (as shown on Exhibit A and B).

The RRABB Levee District performs all maintenance operations on Federal and Non-Federal levees that are encumbering private property. Private property is burdened by the levee servitudes but the property is owned by many individual property owners.

Work activity is limited to levee mowing only. No hand trimming or debris removal or trash pickup is required.

The RRABB Levee District reserves the right to perform the maintenance work using its own forces within the area included in this Proposal. RRABB's work crews may engage in work in the same or adjacent work areas as the contractor. The contractor will coordinate and adjust his operations to facilitate the maximum efficiency of both resources as directed by the RRABB Executive Director.

The RRABB Levee District reserves the right to issue other contracts or direct other contractors to perform work within the limits of this contract. RRABB may also contract for and perform additional work on or near the work covered by contract.

The RRABB Levee District reserves the right to temporarily suspend or cancel any items; adjust item quantities; or reduce portions of items of work.

The number of cycles required may vary due to weather or other considerations deemed necessary by RRABB. On average, RRABB expects three (3) cutting cycles per grass cutting season. Payment shall be made for the number of cycles actually performed.

Bid includes an Add Alternate that is explained in Section 8.

RRABB has the right to reject any and all bids.

**Section 2. Term**

This contract shall commence upon the issuance of a Notice of Contract Execution/Letter of Award by the RRABB Levee District and shall continue through December 31, 2021 unless renewed or until contract funds are expended, whichever occurs first. This contract may be renewed at RRABBs exclusive

option for three (3) additional 1-year periods. RRABB may, at its own discretion, decline to exercise any of the renewal options of this contract. If renewed, the renewal contract shall commence on January 1, of the year for which the contract is renewed and the renewal contract shall terminate on December 31, of the year for which the contract is renewed, or until contract funds are expended, whichever occurs first. Upon exercise of an option to renew this contract, within fifteen (15) calendar days after transmission of a renewal contract to the maintenance contractor, the maintenance contractor shall return to the RRABB Levee District, the executed renewal contract and proof of all required policies of insurance with minimum insurance coverages and all other required contract documents, as are satisfactory to RRABB.

### **Section 3. Mowing**

Mowing shall be performed in accordance with requirements specified in all provisions and specifications herein.

The maintenance contractor shall have in operation at all times, sufficient equipment of the type required to perform the work within the time specified. Mowers shall be adjusted for a cutting height of approximately 5 inches (5") but may be adjusted at the discretion of the RRABB Executive Director.

RRABB shall provide the maintenance contractor written notification to begin each mowing cycle, which may include slight variations of mowing properties during a particular mowing cycle. Slight variations on the mowing operations may be due to certain tracts left for private hay cutting operations, etc. The maintenance contractor will be notified of these areas prior to the cutting cycle.

Levee mowing shall not be permitted when, in the option of RRABB, soil and weather conditions are such that levee property will be damaged. The maintenance contractor must use caution to assure that mud/dirt is not tracked onto paved surfaces when traversing state highways/parish roads.

Mowing shall consist of the following:

The entire levee system shall be mowed unless otherwise directed by RRABB. This includes both levee slopes (fore slope and back slope) as well as 15 feet beyond the levee toe on both the land and flood sides of the levee. At some locations along the levee, ROW fences may be installed that run parallel to the levee, not allowing a full fifteen foot (15') cut outside the toe of the levee. In this case, the maintenance contractor shall mow up to the ROW fence. See exhibit C. Certain levee segments may require the mowing of the levee crown if the vegetation has taken over at a particular area.

Rotary mowers shall be utilized in the mowing of the levee. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under the mower. Chains shall be a minimum of three eighths inches (3/8") in size and links spaced side by side around the mowers front and sides long enough to drag the ground at all times during mowing operations. On the rear of the mower, the length of the chains shall be as directed by RRABB. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut of vegetation at all times.

Other types of grass cutting equipment may be used, provided it has been approved by the RRABB Executive Director prior to use.

All equipment shall be inspected by RRABB for safety devices and suitability for the work prior to being placed in operation. All safety devices shall be properly maintained and functioning at all times.

Maintenance contractor will have to unlock levee gates throughout each levee segment. A key will be provided to the maintenance contractor to unlock the gate(s) when the mowing equipment has reached that particular area. Once the mowing equipment has traversed through the levee gate, the maintenance contractor is responsible for locking the gate back behind the equipment. RRABB will help assist the maintenance contractor on which levee gates can be left open and which ones shall be kept closed and locked.

Description of Levee Segments:

West Atchafalaya Basin Protection Levee:

On the west side of the West Atchafalaya Basin Protection Levee, a canal runs parallel to the levee from the Avoyelles/St. Landry Parish line all the way south to La. Hwy. 190. Total approximate mileage is **23.1 miles**.

Atchafalaya Westbank Levee:

On the west side of the Atchafalaya Westbank Levee, the maintenance contractor shall mow to the ROW fence that runs parallel to the levee, if less than 15' from the toe of the levee. La. 105 is also located on the west side of this levee. On the east side of this levee, the maintenance contractor shall mow approximately fifteen feet (15') outside the flood side levee toe. Total approximate mileage is **31.2 miles**.

Melville Ring Levee:

The maintenance contractor shall mow 15' from the toe of the flood side and the protected side of the levee on the Melville Ring Levee. Total approximate mileage is **4.0 miles**.

Krotz Springs Ring Levee:

The maintenance contractor shall mow 15' from the toe of the flood side and the protected side on the Krotz Springs Ring Levee. Total approximate mileage is **1.6 miles**.

#### **Section 4. Commencement and Prosecution of Work**

Prior to the beginning of each mowing cycle, a conference between representatives of RRABB and the maintenance contractor shall be arranged by RRABB.

The maintenance contractor shall submit to RRABB a list of supervisors who have authority and control over the work crews and who will be present with each crew while work is performed. These supervisors shall be identified to RRABB and shall have authority to order equipment operators to correct deficient work or to stop mowing operations should unsafe conditions be encountered or if ordered by RRABB to do so. All the maintenance contractors supervisors shall be equipped with mobile telephones and the maintenance contractor shall provide RRABB with all the supervisors mobile phone numbers.

The maintenance contractor shall employ sufficient workmen and equipment on the project as will enable him to complete the work in a timely and satisfactory manner.

The maintenance contractor shall only work during safe daylight hours.

The maintenance contractor shall notify RRABB at least twenty-four (24) hours before beginning work on any cycle and shall submit to RRABB a daily work report, on forms provided by RRABB, to document work locations and work force.

All work to accomplish one complete cycle of mowing under this Contract shall be completed within 30 calendar days for the Base Bid and 15 calendar days for the Add Alternate Bid.

Failure of the maintenance contractor to begin work within the time period specified or to complete work within the time period specified may result in the termination of the contract.

### **Section 5. Safety Requirements**

The importance of safety in the performance of maintenance mowing activities cannot be overemphasized. To that end, the maintenance contractor shall conduct his operations in a manner such that the safety and convenience of the public is regarded as of prime importance. RRABB reserves the right to stop the maintenance contractor from working or to order any piece of equipment taken off the project, should it be determined that minimum safety standards are not being met. The following specific safety considerations shall be observed at all times:

- A. All equipment shall be inspected by RRABB prior to being placed in service and during the period of service, at RRABB's discretion, to ensure safety equipment is in place and functioning properly. Should the maintenance contractor's equipment become deficient in safety devices during prosecution of the work, such equipment shall be removed from service until the deficiency is corrected to the satisfaction of RRABB.
- B. Mowers shall have complete and adequate shielding to prevent flying debris from the cutting blades per OSHA requirements 29 CFR 1910 et seq., including 29 CFR Part 1928.57 regarding guarding of farm field equipment. All rotary mowers must be equipped with safety chains to prevent damage to property by flying debris from under the mower. Chains shall be a minimum of three eighths inches (3/8") in size and links spaced side by side around the mowers front and sides and long enough to drag the ground at all times during mowing operations. On the rear of the mower, the length of the chains shall be as directed by RRABB.

- C. Tractors shall be equipped with two (2) fender mounted amber flashing lights and working headlights.
- D. Equipment shall not be left unattended on top of the levee road or levee crossings during non-working hours. Under no circumstances shall mowers be parked or stored on top of the levee road. Inoperable or broken equipment not promptly repaired shall be moved to a location where it will not present a hazard for traffic or land owners.
- E. When necessary for mowing machines to cross travel lanes, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel lanes and permit closely approaching vehicles to pass before crossing.

**Safety Training:**

The maintenance contractor's supervisory personnel shall be trained in levee mowing and maintenance. RRABB will coordinate and arrange for the required training at no cost to the maintenance contractor. Further training of additional employees shall be the responsibility of the maintenance contractor. No work shall be performed until completion of this training. At least one supervisor trained in safety shall be present at all times while work is being performed.

**Section 6. Daily Record Keeping**

The maintenance contractor shall keep a daily record of labor, equipment and work accomplishment. RRABB will supply the forms for the maintenance contractor's use.

The name of the project, levee segment, weekday and date shall appear on each report. The report shall be completed as follows:

- Under the maintenance contractors Force and Equipment, list the categories of the labor force (foremen, operators, laborers, etc.) followed by the total number of each on the project.
- Under Labor Force, list the categories of equipment used followed by the total number of each on the job.
- Under Approximate Work Accomplished, list the daily estimates of acres/miles mowed.

Each day of the mowing cycle shall have a separate report. The first day's report shall be Report Number 1, and each subsequent day's report shall be sequentially numbered until RRABB accepts the cycle as satisfactorily completed. If the maintenance contractor does not perform any work on a day during the cycle, a report indicating "no work" shall be submitted for that day.

The maintenance contractor's on-site representative is to sign the form in the space labeled "Signature Inspector."

Completed daily records must be submitted to RRABB prior to invoice processing.

**Section 7. Pay Item 001, Levee Mowing – Base Bid:**

**Parish: St. Landry**

**Length: Approx. 60 miles**

**Acres: Approx. 1644**

West Atchafalaya Basin Protection Levee:

On the west side of the West Atchafalaya Basin Protection Levee, a canal runs parallel to the levee from the Avoyelles/St. Landry Parish line all the way south to La. Hwy. 190. Total approximate mileage is **23.1 miles**.

Atchafalaya Westbank Levee:

On the west side of the Atchafalaya Westbank Levee, the maintenance contractor shall mow to the ROW fence that runs parallel to the levee, if less than 15' from the levee toe. La. 105 is also located on the west side of this levee. On the east side of this levee, the maintenance contractor shall mow approximately fifteen feet (15') outside the flood side levee toe. Total approximate mileage is **31.2 miles**.

Melville Ring Levee:

The maintenance contractor shall mow 15' from the flood side and the protected side levee toe on the Melville Ring Levee. Total approximate mileage is **4.0 miles**.

Krotz Springs Ring Levee:

The maintenance contractor shall mow 15' from the flood side and the protected side levee toe on the Krotz Springs Ring Levee. Total approximate mileage is **1.6 miles**.

The unit of measurement for mowing shall be a mowing cycle. A mowing cycle consists of one complete mowing of the area described. For purposes of mowing, all references to mileage and acres are approximate and, except as noted in these specifications, no pay adjustment due to mileage or acreage variation shall be considered. The number of cycles required in one grass cutting season may vary due to weather or other considerations deemed necessary by RRABB. On average, RRABB expects three (3) cutting cycles per grass cutting season. Payment shall be made for the number of cycles actually performed. Payment to the maintenance contractor shall be made at the end of each completed mowing cycle. RRABB will process payment within five (5) days of receiving the payment invoice from the maintenance contractor.

All work performed shall be paid at the unit bid prices for each mowing cycle, which shall be full compensation for furnishing all labor, equipment and incidentals necessary to complete the work. The maintenance contractor shall accept the unit price compensation as full payment for all cost of work including but not limited to:



- Furnishing all materials, supplies, labor, tools and equipment necessary to complete the work under this contract;
- All mobilization and demobilization
- Insurance;
- Any loss or damage which may arise from the nature of the work, from the action of the elements or from any unforeseen difficulties which may be encountered during prosecution of the work until final acceptance by RRABB;
- All risks of every description connected with the prosecution of the work;
- All expenses and damages which might accrue to the maintenance contractor by reason of delay in the initiation and prosecution of the work for any cause whatsoever;
- Any site or home office overhead and profit.

The continuation of this Contract is contingent upon the appropriation of funds by RRABB on an annual basis to fulfill the terms/requirements of this agreement. RRABB shall make a good faith effort to appropriate all funds annually to pay all amounts due under this agreement. If RRABB, after a good faith effort, fails to appropriate sufficient funds to provide for the continuation of the management contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated. In the event of a non-appropriation of funds RRABB shall notify the Maintenance contractor within (30) thirty days of the end of RRABB's fiscal year. The Maintenance contractor shall otherwise under the terms of this agreement be paid for all work and services done during a fiscal year when funds are appropriated. RRABB shall not be in default of the agreement in the event of a non-appropriation event.

#### **Section 8. Pay Item 002, Levee Mowing – Add Alternate Bid:**

**Parish: Avoyelles**

**Length: Approx. 27 miles**

**Acres: Approx. 734**

This Pay Item includes additional levee miles that extend northward into Avoyelles Parish. Since both levee segments, the West Atchafalaya Basin Protection Levee and the Atchafalaya Westbank Levee extend northward all the way to Hwy. 1 in Avoyelles Parish, it is the intent of RRABB to receive bids to mow this section of the levee as well, but as a separate item. Below are the limits of mowing for the Add Alternate Bid:

##### West Atchafalaya Basin Protection Levee

Mow from the Avoyelles/St. Landry Parish line north to Hwy. 1 in Hamburg. 15' ROW rule applies as it does in the Base Bid. Approximate mileage is **12.0 miles.**

##### Atchafalaya Westbank Levee

Mow from the Avoyelles/St. Landry Parish line north to Simmesport, LA. 15' ROW rules applies as it does in the Base Bid. Approximate mileage is **13.4 miles.**

Simmesport Ring Levee

Mow the entire Simmesport Ring Levee. 15' ROW rule applies as it does in the Base Bid. **Approximate mileage is 1.5 miles.**

All terms and conditions are the same as the Base Bid, Sections 1-7, 9 and apply to the Add Alternate Bid. Please see Exhibit D and E for mowing limits.

**Section 9. Payment Adjustment for Mowing Contracts**

Adjustments in the Contract bid price for mowing shall be allowed on this project.

Payment for mowing indicated herein shall be adjusted to compensate for cost differentials of diesel fuel when such cost increase or decrease more than five (5) percent from RRABB's established base price for this item. The base price index for diesel fuel will be the monthly price index in effect at the time bids are opened for the project.

Payment adjustments will be made each month when a price index for this period varies by more than five (5) percent from its respective base price index to reflect the payment for mowing, which is for each cycle. The monthly price indices to be used with each monthly estimate shall be the price indices for the month in which the mowing cycle begins.

If the project is placed in default, payment adjustments shall be based on the monthly price indices used for the last monthly estimate period prior to the project being placed in default, unless a monthly price index decreases, in which the lower monthly price index shall be used.

The payment adjustment shall be calculated on approximated acres per mowing cycle. The approximated acres are given in the pay item description.

Diesel Fuel: The base price index for this project shall be the monthly price index in effect when bids are opened for the project. The monthly price index shall be the minimum price quotations for No. 2 diesel fuel listed in *Platt's Oilgram and Price Report*, which are posted before the tenth calendar day of each month at the following URL: [www.dotd.louisiana.gov/lettings/lac\\_price\\_index/priceindices.asp](http://www.dotd.louisiana.gov/lettings/lac_price_index/priceindices.asp).

Payment adjustment shall be made in accordance with the following formulas:

If Monthly Price Index exceeds Base Price Index,  $Pa = (A - 1.05B) \times Q \times F$

If Base Price Index exceeds Monthly Price Index,  $Pa = (0.95B - A) \times Q \times F$

Where:

Pa = Price Adjustment

A = Monthly Price Index (dollars per gallon)

B = Base Price Index (dollars per gallon)

Q = Pay Item Quantity (approximate acres mowed)

F = Fuel Usage Factor (gallons per acre)

## SPECIFICATIONS

### Article 1. Definitions of Terms

Wherever in these specifications or in other contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- 1.1 Bid: The binding offer of a responsible bidder that was submitted to RRABB on the bid forms in accordance with the bidding documents.
- 1.2 Bid Forms: The portion of the bidding documents, required to be submitted, in accordance with the bidding documents, in order to constitute a bid.
- 1.3 Bidder: An individual, firm or corporation or any combination thereof submitting a proposal.
- 1.4 Calendar Day: Every day shown on the calendar, beginning and ending at midnight.
- 1.5 Certificate of Insurance: Approved document from a company licensed to sell insurance in Louisiana which attests that a policy is in effect providing the required insurance coverage.
- 1.6 Contract: The written agreement between RRABB and the maintenance contractor covering the furnishing of materials and performance of the work. The contract also includes the General Requirements, Mowing Specifications for Mowing Levee Right-of-Way, Special Provisions, Project Proposal (Notice to Contractors, General Bidding Requirements), Project Plans, Plan Revisions, issued Addenda, and Payment and Performance bonds and Retainage Bond (if applicable).
- 1.7 RRABB: Red River, Atchafalaya & Bayou Boeuf Levee District; Party of the First Part.
- 1.8 Maintenance Contractor: The individual, partnership, firm or corporation or any combination thereof, with whom the Contract is made by RRABB.
- 1.9 Plan Change and/or Special Agreement: The title of the standard form normally used to describe and detail changes to the contract. The document will establish reasons for the changes, specification requirements, method of measurement, basis of payment and contract time adjustments for the work affected by the changes. When approved and fully executed, the document becomes part of the contract and a notice to proceed with the affected work.
- 1.10 Proposal: The offer of the bidder, made out on the prescribed form, giving unit prices for performing the work described in the plans and specifications.
- 1.11 Right of Way: The land provided for a RRABB flood levee.
- 1.12 Specifications: The directions, provisions, and requirements contained herein or in special specifications, supplemented by such special provisions as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under this contract. Where the phrase "or directed by RRABB" or "to the satisfaction of RRABB" occur, it is to be understood that the directions, orders or instructions to which they relate are within the limitations of, and authorized by the contract.

1.13 Surety: The corporate body or bodies bound with and for the maintenance contractor for the faithful performance of the work covered by the contract and for the payment of all labor and materials supplied in the prosecution of the work.

1.14 The Work: The work shall include the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the activity and the carrying out of all the duties and obligations of the work.

## **Article 2. Instruction to Bidders**

### 2.1 Contents of Proposal Forms:

Upon request, bidders will be furnished with a proposal which will state the location and description of the proposed work, and approximate estimate of the mowing quantities to be performed or material to be furnished, a schedule of items for which unit prices are requested, and the time within which the work is to be completed. The Proposal Returnables bound with or attached to the proposal should be detached and competed by the bidder. The Proposal Returnables, consisting of the Price Form, and any additional returnable, if required in the proposal, shall be returned by the bidder.

### 2.2 Interpretation of Estimates of Quantities:

The quantities listed in the proposal shall be considered as approximate and used only for the comparison of bids.

### 2.3 Examination of Plans, Specifications, Special Provisions and Site Work:

The Maintenance contractor certifies by his submission of a bid that he has examined the proposal, specifications and that he is not aware of any errors, omissions, or ambiguities in the project specifications as to the scope of work required of the Maintenance contractor. If the Maintenance contractor discovers such an error, omission, or ambiguity prior to the date of the letting, he shall immediately notify RRABB. RRABB will then make such corrections, interpretations, or issue addenda as deemed necessary to fulfill the intent of the project objectives. Submission of a bid shall be considered conclusive evidence that the bidder has made such examinations and is satisfied as to conditions to be encountered in performing the work and as to requirements of the bidding documents.

Failure of the Maintenance contractor to fully examine the specifications or to bring any errors, omissions, or ambiguities which the Maintenance contractor discovered or should have discovered in the preparation of his bid shall result in the Maintenance contractor being deemed to have waived any claim or right to additional compensation, extra work, delays, interruptions, or inefficiencies which resulted from the error, omission, or ambiguity of the specifications had RRABB received notice from the Maintenance contractor prior to the letting and been given an opportunity to correct the error, omission, or ambiguity so that all bidders can bid on an equal basis on sufficient, clear, and unambiguous specifications. Nothing in this paragraph is intended to penalize the Maintenance contractor for failing to discover, detect, and notify RRABB of latent errors, omissions, or ambiguities in the plans and specifications, or for errors, omissions, or ambiguities which result from conditions which arise during performance of the Contract.

#### 2.4 Preparation of Proposal:

Bids shall be submitted on bid forms provided by RRABB. Only that portion of the proposal designated as Proposal Returnables must be completed and returned by the bidder. The Proposal Returnables include the Price Form, and any additional returnables if required in the proposal.

A unit bid price, in U.S. dollars, shall be specified in the Price Form in English words and numerals, either typed or printed in ink, or computer printed in the spaces provided for each pay item. Bidders shall bid on all items.

The Price Form shall be signed with ink by an authorized individual, a member of the partnership, an officer of one of the firms representing a joint venture, an officer of a corporation, or an agent of the Maintenance contractor legally qualified and acceptable to the state. The bidder's business street address and mailing address, if different, and the business telephone number of the individual signing the form and that of a contact person shall be shown on the Price Form. Execution, signature, and submission of the Proposal Returnables shall constitute a legally binding and irrevocable offer by the bidder.

#### 2.5 Irregular Bid Proposals:

Bid Proposals shall be considered irregular and shall be rejected for any of the following conditions.

- 1) If the bid, except for legible facsimiles, is on a form other than that furnished by RRABB or if the bid forms are materially altered.
- 2) If there are unauthorized additions, conditional or alternate bids or irregularities which make the bid incomplete, indefinite or ambiguous as to its meaning.
- 3) If the bidder adds provisions reserving the right to accept or reject the award or to enter into the contract pursuant to the award.
- 4) If the bid does not contain a legible unit price in accordance with Article 2.4 above for each pay item listed.
- 5) If the bid is submitted by a bidder other than the one to whom the construction proposal was issued.
- 6) If the bidder is in default of a contract in accordance with Article 8.6 below and a notice of default has been issued to the bidder.
- 7) If an owner (in part or as a whole), registered agent, license holder, manager, organizer, or a principal officer(s) of the bidding entity is an owner (in part or as a whole), registered agent, license holder, manager, organizer, or a principal officer(s) of another or the same bidding entity or of a contracting entity which has been declared by RRABB to be ineligible to bid for any reason.
- 8) If the proposal does not meet requirements.
- 9) If more than one bid for the same work is received from an individual, partner, corporation, or any other legal entity, joint venture or combination thereof under the same or a different name.
- 10) If the portion of the construction proposal form designed as Bid Forms is not properly executed by hand.

- 11) If unit prices are obviously distorted or unbalanced to reflect an advantage to the contractor which would result in undue expenditure of public funds and/or overrun of total cost of project.
- 12) If it is determined by RRABB that collusion and/or that bid rigging has occurred on a project.
- 13) If the bidder is disqualified in accordance with Article 8.7 below.
- 14) If the bidder is debarred in accordance with Part XIII-B of Chapter 1 of LRS 48.
- 15) If the bidder is disqualified for Proposal forfeiture or non-payment in accordance with Article 3.5 below.

Bid Proposals may also be rejected if it is obvious to RRABB that the bidder entered any incorrect unit bid price.

#### 2.6 Delivery of Bid Proposal:

Each bid should be submitted in an envelope clearly marked "St. Landry Parish Levee Mowing". Bids shall be received no later than the time, and at the place, specified in the Notice to contractors. Paper bids received after the time set for opening bids will be returned to bidders unopened.

#### 2.7 Revision of Proposed Bid:

A bidder may change a bid price entered in a bid proposal before it is submitted by marking out the incorrect price and entering the correct price and initialing the revision. In cases where the proposal has been submitted, a bidder may change a bid price in his proposal, provided his request to do so is submitted in writing and is in the hands of the official indicated in the Notice to contractors prior to the time set for the opening of proposals. A request by telephone for a change in a unit bid price will not be considered. However, the bidder may submit a revision that conforms to this paragraph by facsimile. However, the bidder hereby agrees that RRABB shall not be liable in any manner for its failure to include or consider a revision sent by facsimile within forty-eight (48) hours of bid opening.

#### 2.8 Withdrawal of Bid:

A bidder may withdraw a bid after it has been deposited with RRABB, provided the request for such withdrawal is received by RRABB, in person or in writing, before the time set for opening bids and at the location set forth in the Notice to contractors.

#### 2.9 Public Opening of Proposals:

Bids will be publicly opened and read or presented at the time and place indicated in the Notice to contractors.

#### 2.10 Disqualifications of Bidder:

More than one proposal involving an individual, firm or corporation or any combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any bidder is

interested in more than one bid proposal for the work contemplated will be cause for the rejection of all bid proposals in which such bidder is involved. Any or all proposals will be rejected if there is a reason for believing that collusion exists among the bidders, and all participants in such collusion will not be considered in future proposals for the same work and may be deemed non-responsible on other project lettings. Bid Proposals in which the prices are obviously unbalanced may be rejected. Contracts will be awarded only to responsive and responsible bidders in accordance with LSA-R.S. 48:255.

A bidder whose actions result in rejected bids or abandonment or default of the Contract that necessitates the work to be readvertised and rebid, will not be allowed to submit a bid on the readvertised work unless there has been a substantial change in the character of the work itself. Written notice will be given of disqualifications and will include all reasons for the disqualification. Any prospective bidder who is disqualified may request to be heard at an informal hearing at which time he will have the opportunity to refute the reasons for the disqualification. RRABB will refuse to issue bid documents to a disqualified bidder.

#### 2.11 Withdrawal of Bids-Mistake:

Withdrawal of Bid: RRABB may allow a bidder to withdraw a bid after the scheduled time of bid opening, in accordance with state law, upon a determination that:

- a. A mistake was in fact made in preparation of the bid; and
- b. The mistake in the bid is of a mechanical, clerical or mathematical nature and not one of bad judgement, careless inspection of the work site, or in reading the plans and specifications; and
- c. The mistake is found to be in good faith and was not deliberate or by reason of gross negligence; and
- d. The mistake is patently obvious on the face of the bid; and
- e. The notice of the mistake, request for withdrawal of the bid by reason of the mistake, and written evidence of the mistake, are delivered to RRABB within seventy-two (72) hours after the bid opening, excluding Saturdays, Sundays, and legal holidays. The written evidence of the mistake supplied to RRABB shall be duly sworn before a Notary Public as original, unaltered documents used in the preparation of the bid or any other facts relevant to the bidder's request to withdraw the bid as evidence of the existence of a mistake; and
- f. The sworn, written evidence furnished to RRABB within seventy-two (72) hours of the bid opening, excluding Saturdays, Sundays, and legal holidays, constitutes clear and convincing evidence of the bidder's mistake.

#### 2.12 Other bid protests:

RRABB may also allow a bidder to protest any matter regarding the bidding or award of a Contract after the scheduled time of bid opening in accordance with the following provisions:

- a. The protest of a bidder must be submitted in writing and must specifically set forth the grounds and/or reasons for the protest; and



- b. The written protest must be delivered to RRABB within seventy-two (72) hours, excluding Saturdays, Sundays, and legal holidays, after notice of bid rejection, irregularity, or any other action regarding the bidding or award of the Contract.

**Article III. Award and Execution of the Contract:**

3.1 Consideration of Bids:

For the purpose of award, after the proposals are opened and read, the summation of the products of the approximate quantities shown in the proposal and the unit prices bid will be considered the amount of the bid.

The number of cycles listed in the proposal is the average number of cycles for one calendar year. These amounts are shown for the comparison of bids to determine the most responsible bid and do not reflect a guaranteed number of cycles to be performed for the calendar year or duration of the Contract. The summations will then be compared and the results made available to the public. Until the award of the Contract is made. RRABB reserves the right to reject any or all proposals and to waive such technicalities as may be considered in the best interest of RRABB.

In determining the amount of the bid, as well as computing the amount due for the payment of each item under Contract, RRABB reserves the right to round off all unit bids involving fractional parts of a cent to the nearest cent, regardless of the fraction involved.

3.2 Award of the Contract:

RRABB, for all projects advertised and let by RRABB, may reject all bids at the discretion of the Levee Board. IF all bids are not rejected, RRABB shall award the Contract to the most responsible bidder. Award of Contract shall be within forty-five (45) calendar days after the receipt of bids. The above prescribed time period for award of Contract may be extended by mutual agreement between RRABB and the successful bidder.

3.3 Execution and Approval of Contracts:

The Contract, proof of all required policies of insurance with minimum insurance coverages, and all other required Contract documents shall be properly executed and returned to RRABB within fifteen (15) calendar days after transmission to the bidder. If the Contract is not executed by RRABB within twenty (20) calendar days following receipt of all required documents, the bidder shall have the right to withdrawal his bid without penalty.

3.4 Failure to Execute a Contract and Bond(s):

Failure by the bidder to execute the Contract within fifteen (15) calendar days after the Contract has been mailed to the bidder shall be cause for cancellation of the award. Awards which were cancelled may then be made to the next responsible bidder, or the work may be readvertised for bids, at RRABB's discretion.

3.5 Beginning of Work:

The Maintenance contractor shall not begin work until authorized by RRABB in writing to do so.

**Article V. Control of the Work:**

5.1 Authority of RRABB:

The work will be observed, inspected by RRABB, and performed to its satisfaction in accordance with the Contract and Specifications. Mowing contractor is and shall remain at all times an independent contractor.

**Article VI. Legal Regulations and Responsibilities to the Public:**

6.1 Laws to be Observed:

The Maintenance contractor shall keep informed of all Federal, State and local laws, ordinances, regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which affect those employed on the work or which affect the performance of the work. He shall at all times comply with such laws, bylaws, ordinances, codes, regulations, orders, and decrees and shall indemnify RRABB and its representatives against any claim or liability arising from violation of any such law, bylaw, ordinance, code, regulation, order, or decree, whether by himself or his employees. It is specifically agreed between the parties executing this Contract that no provision of any part of this Contract is intended to create for the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations, and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by the law.

Any litigation arising under or related to the Contract or the bidding or award thereof shall be instituted in the 9<sup>th</sup> Judicial District Court in and for the Parish of Rapides, State of Louisiana.

6.2 Permits, Licenses, and Taxes:

The Maintenance contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work. Except, as otherwise provided in the Contract, these provisions for securing permits, licenses, and taxes shall not be paid for directly, but shall be considered as subsidiary work pertaining to the various bid items of this Contract.

6.3 Public Safety and Convenience:

The safety of the public and the convenience of traffic shall be regarded as of prime importance. The Maintenance contractor shall confine all operations to daylight hours. Contractor shall recognize that mowing operations are performed on private property and all private property laws are applicable.

6.4 Protection of Property:

The Maintenance contractor shall take all necessary precautions to protect all property from being damaged by any process of the maintenance operation. In the event of any damage resulting from any act or omission on the part of or on behalf of the Maintenance Contractor, the Maintenance Contractor shall immediately notify RRABB as to the extent and location of said damage.

Damage repairs deemed by RRABB to be within the capability of the Maintenance contractor, including but not limited to restoration of fore slopes, back slopes, ditches, rutting, erosion, fences, etc., shall be restored by the contractor with his own organization or by an approved third party at his expense to a condition similar or equal to that existing before such damage was done or he shall make good such damage in a manner acceptable to RRABB.

All expenses incurred by RRABB for repair work, whether by its own forces or by a third party, shall be deducted from a payment/estimate due the Maintenance contractor or the Maintenance contractor shall be charged and invoiced for any such amounts with payment due upon receipt, all at the discretion of RRABB. The contractor shall be solidarity liable to RRABB for all such RRABB expense, whether or not such expense is in excess of any amount due the contractor under the contract.

#### 6.5 Right to Audit:

RRABB shall have the right to audit the books and records of the Maintenance contractor during the hours of the normal workday. Contractor shall maintain his financial records for this work for three years after completion of this contract.

#### 6.6 Personal Liability of Public Officials:

In carrying out the provisions of the Contract, or in exercising any power or authority granted thereunder, there shall be no liability upon RRABB, or their authorized representatives, either personally or otherwise, as they are agents and representatives of RRABB.

#### 6.7 Non-Collusion Affidavit:

All Maintenance contractors shall execute an affidavit stating that (1) the Contract was not secured through the employment or payment of a solicitor, and (2) that no portion of the Contract price was or will be paid to any entity for soliciting the Contract; which affidavit shall be signed by a person or persons authorized to bind the individual, firm, corporation, or combination thereof and submitted with the executed Contract.

#### 6.8 Contract Dollar Amount:

Expenditures for work which Maintenance contractor claims extends beyond the terms of the Contract shall not be reimbursed without prior execution of a Supplemental Agreement whereby all parties involved agree to the additional work and its costs.

### **Article VII. Insurance and Indemnification:**

#### 7.1 Indemnification Agreement:

The following Indemnification Agreement shall be, and is, hereby made a provision of this Contract: The Maintenance contractor agrees to protect, defend, indemnify, save, and hold harmless the RRABB Levee District, its officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorney's fees, court costs, expense, and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss, or destruction of any property, or damages for tort or breach of Contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation, or work of the Maintenance contractor, its agents, servants, and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission, or misconduct of the Maintenance contractor, or because of claims or amount recovered under Worker's Compensation Act, or other law, ordinance, order, or decree, or any and all costs, expenses, and/or attorneys' fees incurred by the Maintenance contractor or RRABB as a result of any claims, demands, and/or causes of action while engages upon or in connection with the performance of the work by the Maintenance contractor under the Contract, except for those claims, demands, and/or causes of action arising out of the sole negligence of RRABB or its agents, representatives, and/or employees.

The Maintenance contractor agrees to investigate, handle, respond to, provide defense for, and defend, any such claim, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand, or suit is groundless, false, or fraudulent.

#### 7.2 Policies and Certificates of Insurance:

CONTRACTOR shall purchase and maintain the following types of insurance as are appropriate for the work being performed by the CONTRACTOR or any of his Subcontractors. Such policy shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective work. Certificates of Insurance shall be furnished to the PROJECT MANAGER agreeing that coverage afforded shall not be canceled, materially changed or renewal refused without at least thirty (30) days written notice to Red River, Atchafalaya & Bayou Boeuf Levee District. With the exception of the Workers' Compensation and Employers' Liability Policy, all other liability insurance policies shall name the following parties as additionally insured: Red River, Atchafalaya & Bayou Boeuf Levee District. The limits of liability for each of the policies shall be for not less than the amount shown below or shall be greater where required by laws or regulations. The policies shall all be endorsed to be primary and non-contributory to any insurance available to any additional insured, including but not limited to Red River, Atchafalaya & Bayou Boeuf Levee District. The Additional Insured Endorsement must also include Product/Completed Operations.

Workers' Compensation insurance complying with all applicable workers' compensation statutes of the State of Louisiana for the protection of Contractor and its employees engaged in work required by the contract. Where applicable, coverage for USL&H and MEL shall be in force.

Employer's Liability Insurance with minimum limits of \$1,000,000 for the protection of Contractor and its employees engaged in work required by this contract.

Commercial General Liability Insurance, including Products/Completed Operation coverage, with

minimum limits of \$1,000,000 per occurrence. Policy must be written on an “occurrence” basis; “claims made” coverage is unacceptable.

Business Automobile Liability Insurance with minimum limits of \$1,000,000 covering the operation, maintenance and use of all vehicles used in carrying out the terms of the contract. The auto policy must also include Hired and Non-Owned Auto.

Watercraft Liability Insurance with minimum limits of \$1,000,000 per occurrence (applicable if Contractor is utilizing watercraft in the performance of the contract). Policy must be written on an “occurrence” basis; “claims made” coverage is unacceptable.

All insurance shall be issued by insurance companies authorized to do business in Louisiana with an A.M. best rating of A-:VI or higher.

All policies of insurance required to be maintained by Contractor shall name the “Red River, Atchafalaya & Bayou Boeuf Levee District” as an additional insured and shall be endorsed to waive subrogation against the Red River, Atchafalaya & Bayou Boeuf Levee District.

All policies of insurance required to be maintained by Contractor shall provide that in the event of cancellation, non-renewal or material change, notice shall be given to RRABB by registered mail, return receipt requested.

If appropriate, the RRABB Executive Director may waive some of the insurance requirements set forth above.”

#### **Article VIII. Prosecution and Progress:**

##### **8.1 Subletting or Assigning of Contract:**

The Maintenance contractor shall not be permitted to sub-contract, sublet, assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or his rights, title, or interest therein, without the prior written approval of RRABB. No sub-contract will, in any case, relieve the Maintenance contractor of his responsibility under the Contract and bond. The Maintenance contractor shall perform with his own organization and with the assistance of workmen under his immediate supervision, work of value not less than fifty percent (50%) of the value of all work embraced in the Contract. Written consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the Maintenance contractor of any responsibility for the fulfillment of the Contract.

##### **8.2 Prosecution of Work:**

Prior to beginning operations, a conference between the Maintenance contractor’s representative and RRABB shall be arranged by RRABB-

##### **8.3 Workmen and Equipment:**

Any person employed by the Maintenance contractor who, in the opinion of RRABB, does not perform required work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, shall at the written request of RRABB be forthwith withdrawn from work on the Contract and shall not be employed again on any portion of the work without the written consent of RRABB. **The Maintenance contractor shall furnish such suitable machinery, equipment and forces as may be necessary, in the opinion of RRABB, for the proper prosecution of the work.**

#### 8.4 Temporary Suspension of Work:

RRABB shall have authority to suspend the work, wholly or in part, for such period as he may consider necessary, and the "Time Charge" shall be suspended during such period. Notice of such suspension with the reason therefore shall be given the Maintenance contractor in writing.

The Maintenance contractor shall not suspend work without written authority of RRABB.

#### 8.5 Termination of Contract:

- 1) RRABB shall give written notice to the Maintenance contractor that the Maintenance contractor is in default if he:
  - a) Fails to begin the work within the time specified in the "Notice to Proceed;" or
  - b) Fails to perform the work with sufficient workmen, equipment, or materials to assure prompt completion of said work within the time specified; or
  - c) Performs the work unsuitably or neglects or refuses to remove materials or correct rejected work; or
  - d) Discontinues prosecution of the work; or
  - e) Fails to complete a mowing cycle within the Contract time as extended; or
  - f) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
  - g) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
  - h) Allows any final judgment to stand against him unsatisfied for a period of fourteen (14) days; or
  - i) Makes an assignment for the benefit of creditors without advance written approval or consent of RRABB other than pursuant to a security interest in accordance with LRS 10:9-101 *et seq.* arising from the purchase of equipment needed to perform this contract; or
  - j) Fails to carry on the work in an acceptable manner; or
  - k) Fails to maintain the required insurance
- 2) The costs incurred by RRABB due to the Contractor's default, including costs for completing the work under Contract and attorneys' fees, will be deducted from any monies due or which may become due the Contractor. When this expense exceeds the sum which would have been payable under the Contract, the Contractor shall be solidarity liable and shall pay RRABB the amount of such excess.

#### 8.6 Disqualification:

A Maintenance contractor may be disqualified from bidding on, entering into, and/or participating as a subcontractor under a maintenance contract, for the following reasons:

- 1) Failing to execute a Contract and bond under Article III, Section 3.6 of this Contract; or
- 2) Performing a Maintenance Contract in an unsatisfactory manner by:
  - a) Failing to begin work within the specified time; or
  - b) Failing to perform the work with sufficient workmen, equipment, and/or materials to ensure completion of the work within the specified time; or
  - c) Neglecting or refusing to remove materials, debris, or trash or to correct work rejected by RRABB as being deficient or not meeting specifications; or
  - d) Discontinuing prosecution of the work without the express approval of RRABB; or
  - e) Committing any act of insolvency, including seeking protection or being declared bankrupt under federal law; or
  - f) Assigning any interest in a Maintenance Contract for any purpose, or subletting any work under that Contract without the express written approval by RRABB; or
  - g) Failing for any other reason to perform the work in an acceptable and workmanlike manner.
- 3) Being declared in default on a Contract.

#### 8.7 Notice and Appeal

- 1) Upon determination that a Maintenance contractor should be disqualified, RRABB shall mail a notice of the proposed disqualification to the last known address of the Maintenance contractor by certified mail.
- 2) After disqualification notice, the Maintenance contractor may submit a written appeal to RRABB. The written appeal shall be submitted within fourteen (14) calendar days after disqualification and may either request a meeting with the Board of Commissioners or that the Board of Commissioners consider a written appeal only.

A meeting of the Board of Commissioners shall be scheduled within fourteen (14) calendar days after receipt of appeal.

The Board of Commissioners shall be composed of the Executive Director and the three appointed Commissioners from each parish.

After all pertinent information has been considered, the Maintenance contractor shall be notified of the decision of the Board of Commissioners in writing within fourteen (14) calendar days. The decision of the Board of Commissioners shall not operate as a waiver by RRABB of its rights concerning the assessment of stipulated damages as specified under Article VII, Section 8.5.

#### 8.8 Period of Disqualification:

- 1) The period of disqualification shall continue until the Maintenance contractor has timely completed two (2) consecutive cycles or until the Maintenance contractor has completed all cycles under the Contract, as determined by RRABB.
- 2) The period of disqualification for failure to comply with Article III, Section 3.6 shall continue for one (1) year from the date of award.
- 3) The period of disqualification for failure to comply with Article 8.6 shall continue for one (1) year from the last day of the current Contract time.
- 4) Should the Surety or RRABB take over prosecution of the work, the Maintenance contractor shall remain disqualified for a period of one (1) year from the completion of the project, unless debarment proceedings are instituted.
- 5) RRABB may consider reducing the disqualification, upon the Maintenance contractor's application, supported by documentation, for reasons deemed appropriate.

#### 8.10 Termination:

RRABB may, by written notice, terminate the contract or any portion thereof when, for reasons beyond either RRABB's or Contractor's control, the Contractor is prevented from proceeding or completing the work as originally contracted, or when termination would be in the public interest. Such reasons for termination may include, but will not be limited to:

- 1) Executive orders of the President relating to prosecution of war or national defense,
- 2) National emergency which creates a serious shortage of materials,
- 3) Orders from duly constituted authorities relating to energy conservation and
- 4) Restraining orders or injunctions obtained by third-party citizen action resulting from national or local environment protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the contractor.

When a contract, or a portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the number of units or items of work completed at the Contract unit price, or as mutually agreed for items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Reimbursement for organization of the work, and other overhead expenses (when not otherwise included in the Contract), and moving equipment and materials to and from the project will be considered.

Termination of a contract or portions, thereof, shall not relieve the Contractor of responsibility for the completed work, nor shall it relieve the Surety of obligation for any just claim arising from the work performed.



# Request for Proposals

## Price Form

Item No. 001: Levee Mowing-Base Bid \$ \_\_\_\_\_  
Per complete cycle

Item No. 002: Levee Mowing-Add Alternate Bid \$ \_\_\_\_\_  
Per complete cycle

**One complete cycle is the mowing of all levee segments as explained in the Proposal. Average number of complete mowing cycles within one year (one grass cutting season) is three (3).**

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

**Please mail this form to: The RRABB Levee District, 10 Calvert Drive, Alexandria, LA 71303.**