DATE: 2/15/2010

INVITATION TO BID
THIS IS NOT AN ORDER

BID NO.: 50-00096780

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR:

BUYER: D. Nelson

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 3/23/2010 AND PUBLICLY OPENED UPON COMPLETION OF ADMINISTRATIVE TASKS.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES DISQUALIFY BID.

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.

Questions on this bid are to be faxed to (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH will accept one bid only from each vendor. Items bid must meet or exceed specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection.

If the bid exceeds $20,000.00 and the bidder is an agency, corporation, partnership, or other legal entity, the president, vice-president, secretary/treasurer, or an authorized agent, shall sign the proposal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership, or other legal entity shall be attached to the proposal.

AWARD OF CONTRACT: JEFFERSON 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 JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articlesoffered by competitorsoutside the state. "LSA-R.S.38:2251-2261"

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

JEFFERSON PARISH requires a firm price. Quoted price will remain firm until _____

PRICES: Jefferson Parish is exempt from paying sales tax under LSA-RS 47:301 (8)(c). All prices for purchases by Jefferson 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. If a contractor is to act as Purchasing Agent for tax-exempt purposes, the Parish shall specifically state so within this bid specification. All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from particpation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

RESPONSE TO INVITATION: If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 105529 or 105530 dated 5/17/06. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053.

POSTING OF BIDS: Non-Advertised bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA, for a period of Five (5) working days after opening date.

Advertised bids will be tabulated and a copy forwarded to each responsive bidder.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

2,3,6,7,8,9,10,12,13,14,15,16

1. All bidders are invited to attend the pre-bid conference. Failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. This conference is held to allow questions to be answered and inspect the site with owner's representative, etc. Failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification (with no additional cost to the owner).

2. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.

3. A Louisiana state contractor's license may be required in accordance with LSA-R.S. 37:2150 et seq.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.

5. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

6. All awards in excess of $5,000.00 for the construction, alteration, or repair of any public works will b reduced to a formal contract which shall be recorded at the contractor's expense. A price list of recordation costs may be obtained from the Clerk of Court and Ex-officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of $25,000.00 reduced to formal contract will require a performance bond.

7. A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. Performance bond shall be supplied at the signing of the contract.

8. Please indicate if you have insurance: YES _____ NO _____
Successful bidder will be required to furnish proof of insurance to this office.
Successful bidder will be required to furnish Federal I.D. Number.

9. Minimum insurance requirements for this bid are as indicated on the attached sheet.

10. Each bid must be accompanied by a cashier's check, certified check, money order, or surety bid bond in the amount of 5% of the bid.

11. Affidavit required to be submitted with bids on all solicitations for construction, alteration or demolition of public building or project. (LSA-R.S. 38:2224)

12. This is a requirements contract to be provided on an as needed basis.

13. All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be appled to purchases made after the request is made.

    Are you requesting an escalation provision?

    YES _____ NO _____

    MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

    INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF _____.

    For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

14. In the event that the successful bidder cannot furnish a specific item or material and labor in the required time, JEFFERSON PARISH may purchase on an emergency basis from the next lowest bidder, or available source, until such time as the successful bidder has notified the PARISH in writing that his stock or labor capability has been replenished. The difference in price will be charged against the successful bidder of this contract, and evidence of purchases and price will be provided.

15. Vendor will be required to submit to the chief buyer of the JEFFERSON PARISH Purchasing Department a quarterly usage report by item of all items listed on this proposal.

16. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK _____

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME:	
SIGNATURE: (Must be signed here)	TITLE:
PRINT OR TYPE NAME:	
ADDRESS:	
CITY, STATE:	ZIP:
TELEPHONE: ( )	FAX: ( )
EMAIL ADDRESS:	

TOTAL PRICE OF ALL BID ITEMS: $ _____

THIS BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY/FIRM FOR BID TO BE VALID. BID PACKAGE, INCLUDING INSTRUCTIONS AND SPECIFICATIONS, MUST BE RETURNED IN ITS ENTIRETY FOR BID TO BE VALID. SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the **bid number and bid opening date** indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00096780

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			ONE (1) YEAR CONTRACT FOR EMERGENCY TREE AND STUMP REMOVAL FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS WATER EAST AND WEST BANK DIVISIONS A LOUISIANA STATE CONTRACTOR'S LICENSE IS REQUIRED IN AT LEAST ONE OF THE CATEGORIES BUILDING CONSTRUCTION, THE SPECIALTY OF NON-HAZARDOUS WASTE TREATMENT AND REMOVAL, HEAVY CONSTRUCTION OR THE SPECIALITY OF LANDSCAPING, GRADING AND BEAUTIFICATION.		
1	200	YR	0010 - 30 TON OR SMALLER CRANE (INCLUDES TRANSPORT TRAILER AND OPERATOR)		
2	700	YR	0020 - 50 FT. BUCKET TRUCK		
3	200	YR	0030 - SELF-LOADING KNUCKLE BOOM		
4	400	YR	0040 - WHEEL-LOADER JOHN DEERE 644 OR EQUIVALENT (INCLUDES TRANSPORT TRAILER AND OPERATOR)		
5	200	YR	0050 - D-6 DOZER OR EQUIVALENT (INCLUDES TRANSPORT TRAILER AND OPERATOR)		
6	2000	YR	0060 - TREE CLIMBER WITH GEAR		
7	1000	YR	0070 - CREW FOREMAN		
8	1000	YR	0080 - OPERATOR WITH CHAINSAW		
9	200	YR	0090 - PROJECT SUPERINTENDENT		
10	2000	YR	0100 - LABORER		
11	100	HR	0110 - LICENSED ARBORIST		

EMERGENCY TREE AND STUMP REMOVAL INSTRUCTIONS - 2010

A one (1) year contract for emergency tree and stump removal for the Jefferson Parish Department of Public Works (Water) East and West bank Divisions to begin on June 1, 2010 and terminate on May 31, 2011.

Bidders must provide hourly rates for heavy equipment and labor as listed in the bid form generally necessary for the proper removal of trees, stumps, and root balls following a natural disaster or terrorist attack. Incidental tools and equipment, personnel transportation, and other incidental items are to be supplied at no direct pay.

Parish will contact the bidder within 24 hours of landfall of a hurricane/tropical storm to provide instructions, as necessary. In the event that the Parish is unable to contact the Contractor, then it shall be the responsibility of the contractor to contact appropriate parish personnel Randy Schuler-Director or Bob Dale-Assistant Director, by phone at the Emergency operating center (EOC) at 504-349-5360, 1887 Ames Boulevard, Marrero, LA 70072, or in person, to determine if services are required in the event of a sudden natural disaster or other state of emergency. Appropriate parish personnel will contact the contractor if services are required. Bidder must be prepared to mobilize and be ready to work within 24 hours of receiving notification following a major event.

Bidder will be required to be completely self-sustaining (provide own food, shelter, fuel, etc.) during the work period.

Upon award of a contract to the lowest responsible bidder, the parties will enter into a non-exclusive contract and the parish retains the right to obtain similar services from additional providers if necessary. The parties intend the parish to procure other services from contractors when to do so would result in services being obtained in a more prompt and economic manner, due to the emergency nature of the work.

A completed performance bond will not be required at the signing of the contract. Performance bond will be required at the time a notice-to-proceed is issued, should the services of this contract be required.

The Parish is not restricted from utilizing its own personnel and equipment or the personnel or equipment of other governmental entities or of any other entities or contractors when the services performed by those entities can be performed with greater speed or less cost to the Parish.

As this is an emergency response contract, the actual work to be performed may significantly vary from the estimated quantities. Therefore, Jefferson Parish reserves the right to eliminate items of work and increase or decrease the estimated quantities for adjustment to the total prices for the individual items of work.

It is understood that this contract will be utilized on an emergency basis only. Under no circumstances should bidders assume that this contract will be utilized for normal daily activities of Jefferson Parish.

A Louisiana state contractor's license is required in the at least one of the following categories: building construction, the specialty of non-hazardous waste treatment & removal, heavy construction, or the specialty of landscaping, grading and beautification. Parts and supplies for which there is no price or quantity included in the agreement shall be paid for at a unit price or lump sum to be agreed upon in advance and in writing, by the parish and the contractor. Where such price and sum cannot be agreed upon by both parties, the payment to do such work shall be based on a reasonable cost to be established based on historic documentation for similar parts and supplies, or the average cost for similar parts and supplies in the area, or published unit costs from a national cost estimating database.

JEFFERSON PARISH DEPARTMENT OF WATER
JEFFERSON PARISH, LOUISIANA

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

EMERGENCY TREE AND STUMP REMOVAL

PROPOSAL NO. **50-96780**

1.01 Jefferson Parish General Specifications: The general specifications for these contract documents are set forth in Jefferson Parish Council Resolution No. 113646, adopted December 9, 2009. The resolution containing the uniform set of general specifications is not reproduced herein; however, bidders shall be presumed to have full knowledge of these general conditions. Copies are, at all times, available with the Clerk of Jefferson Parish Council, General Government Building, 200 Derbigny Street, Suite 6700, (504)364-2626.

1.02 Because of the nature of this contract, on an as needed basis, liquidated damages will not be assessed. If the Contractor should fail to complete issued work orders in a timely manner and to the satisfaction of the Parish, the issuance of additional work orders will be withheld, and may result in contract termination.

1.03 Bonds

Each bid must be accompanied by a certified check, cashier's check or bid bond acceptable to the Owner in the amount equal to at least five percent of the total amount bid and payable without condition to the Owner as a guarantee that the bidder, if awarded the contract, will promptly execute a contract in accordance with his proposal and all terms and conditions of the Contract Documents.

Contractor will furnish a performance bond and labor, material and payment bond, both in amount of 50 percent of the contract price, for any and all Notices to Proceed, within 24 hours of the Contractor's receipt of the Notice to Proceed. If due to emergency conditions, the Contractor cannot obtain and furnish the bonds within 24 hours, the Contractor shall provide written justification for the delay and obtain the bonds as soon as possible. In no case will any payment be issued for work performed by the Contractor until both bonds have been furnished. The cost of the bond premiums will be the responsibility of the Contractor.

1.04 Emergency Personnel Requirements

The work demands of this contract will require the Contractor to be able to respond (mobilize and be ready to work) to emergencies within twenty-four hours of notification. Contractor is required to provide the Parish with contact information for two employees who will be available at all times and have authority to authorize work. Contact information must be updated and kept current at all times.

1.05 Scheduling of Work

Once work has begun at a specific location, the Contractor must diligently pursue the work to be done until the work is completed. The Parish reserves the right to order the Contractor to dispatch additional men and equipment to the job site if, in the opinion of the Project Manager, work is not proceeding in an orderly manner.

1.06 Estimated Quantities

This is an hourly rate contract and the quantities of hours shown on the "Bid Form" are for comparison of bids only. Quantity of hours of work performed under this contract will be on an as needed basis and actual quantities may vary significantly from the quantities stated in the Bid Form (Quantities shown may be increased, decreased or not used at all.)

1.07 Measurement and Payment

A. Measurement: Measurement for payment for tree and stump removal will be based on the hours the equipment and manpower listed in the Bid Form are used.

B. Payment:

Labor and Equipment

Payment for tree and stump removal will be at the hourly rates quoted in the Bid Form for respective types of equipment and manpower

1.08 Minimum Number of Work Crews

Though difficult to predict, the volume of emergency repair work resulting from a future natural disaster or terrorist act could be substantial. Consequently, the successful bidder must be able to supply minimum number of work crews as listed below:

Small Crew – Two (2) total crews
Medium Crews – Four (4) total crews
Large Crews – Three (3) total crews
Licensed Arborist – One (1)

Should the nature of the emergency or volume of work dictate, the contractor may be asked to provide additional crews and necessary equipment. If the contractor does not have the capacity to do so with its own resources, he will be allowed to subcontract additional crews and equipment at the same crew rates as quoted. All subcontractors must be approved by the Director of the Jefferson Parish Department of Water.

In addition, Jefferson Parish reserves the right to hire additional contractors or arborist should it deem necessary.

Conversely, should the nature of the emergency or volume of work dictate, the contractor may be asked to provide fewer than the minimum required crews.

1.09 Crew Description

Small Crew – Crew to cut and remove small trees and stumps with all necessary equipment required to do so. Trees with trunk size up to but less 12 inch diameter, measured two feet from ground. (3 to 4 members)

Medium Crew – Crew to cut and remove small to medium size trees and stumps with all necessary equipment required to do so. Work shall include all trees with trunk 12 inch diameter and up, but less than 24 inches, measured two feet from ground. (5 to 6 members)

Large Crew – Crew to cut and remove medium to large size trees and stumps with all necessary equipment required to do so. Work shall include all trees with trunk 24 inch diameter and up, but less than 48 inches, measured two feet from ground. (7 to 8 members)

Licensed Arborist - The contractor shall have on staff or subcontract the services of a licensed arborist. An arborist shall be available for consultation where there is concern for the viability of certain trees (live oak in particular) either from damage received due to the event or from potential damage which might occur during water line repair process.

TECHNICAL SPECIFICATIONS

Tree and Stump Removal

2.01 General

The work and documentation to be performed will consist of furnishing all labor, materials and equipment to accomplish the following types of tasks in the event of a scale disaster that results in an emergency declaration:

1. Clearing, and/or removing Trees and/or stumps from the public right-of-way, streets, roads, canals, and other areas as required to repair water pipes damaged by a disaster.
2. Trees are to be cut into sizes which can later be transported to disposal site.
3. Hauling and disposal is not to be included in this contract.
4. Tree debris and root balls are to be moved far enough from work area to allow water pipe repairs to be made.
5. Any large holes made from the removal of a root ball shall be staked-off with four foot high wooden stakes and caution tape around the perimeter.
6. Work Orders will be assigned daily for each crew. One work order for each job location must be completed by crew leader and returned to Water Superintendent when job is completed.

2.02 Disposal of Debris

The intent of this contract is to support the emergency repair of water lines by expediently clearing the area in the vicinity of broken water lines of trees, stumps and root balls as required for pipe repairs to be made by others. Once the area is cleared contractor is to move to the next location for clearing. It is the intent of Jefferson Parish to have the debris disposed of by others.

2.03 Equipment

In addition to the equipment items included in the Bid Form, Contractor will provide all trailers and vehicles required to transport equipment and personnel at No Direct Pay.

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647 dated 12/09/09.

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 113646 or No. 1113647.

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 exposures 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.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: $1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability $1,000,000.00 each person; $1,000,000.00 each occurrence. Property Damage Liability $1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than $10,000.00. The cost of the deductible be borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.