

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER BUSH AND SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

RESOLUTION NO. 24-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE ACCEPTING THE BIDS FOR UPGRADES TO LIFT STATIONS NO. 42 AND NO. 43, MANDEVILLE CITY PROJECT NO. 212.22.001 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER COMMAND CONSTRUCTION, LLC. AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the City of Mandeville advertised for bids for the Upgrades to Lift Stations No. 42 and No. 43 Project. The Project consists of the following work at the lift stations: remove and replace the internal components of the wet well and valve pit such as discharge piping, check/gate valves, pumps, rails, supports, vent, etc., provide new emergency pump out (EPO) with a female camlock connector, EPO must be sized as part of the design, upgrade control panel (if necessary, would prefer SCADA compatibility), upgrade water service to include backflow presenter, BFP cover, and freeze-less hydrant, water service to be relocated inside the fence, by-pass pumping of lift station during construction, provide topographic survey of lift station areas, permitting services as required, if requested by the City, provide full time resident inspection services (if requested) during construction;

WHEREAS the City received two bids for the Upgrades to Lift Stations No. 42 and No. 43 Project. The city operates under Louisiana Revised Statute 48:252, which states that the low base bid dictates the project award; and

WHEREAS Richard Galloway of High Tide Consultants, LLC, as the design professional, has reviewed the bids on the above referenced project. The lowest bidder was Command Construction, LLC. Based upon the Revised Statutes under which the City operates, the design professional recommends awarding the contract to Command Construction, LLC.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mandeville in regular session assembled on the ___ day of April 2024 acting pursuant to the recommendation of the Project's design professional, that the base bid in the amount of \$890,145.00 be accepted from Command Construction, LLC.

BE IT FURTHER RESOLVED that the City Council of the City of Mandeville hereby authorizes the mayor to execute a contract between the City of Mandeville and Command Construction, LLC, attached hereto and made a part of this resolution hereto.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

and the Resolution was declared adopted this ____ the day of April 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



March 22nd, 2024

Ms. RuthAnn Chadwick
City of Mandeville
3101 East Causeway Approach
Mandeville, LA 70448

RE: **Lift Station 42 (10th St.) and 43 (Beau West) Upgrades**
Bid Recommendation Letter
COM # 212.22.001
HTC Project # 21-208

Ms. RuthAnn,

Please allow this letter to serve as our Bid Recommendation Letter for Lift Station 42 (10th St.) & 43 (Beau West) Upgrades project. The bids for this project were opened and publicly read on Wednesday, March 20th, 2024. The bids have been checked by High Tide Consultants, LLC (HTC) for accuracy and completeness. The bids have met all the bidding requirements set forth in the bidding documents. Command Construction, LLC was the lowest and responsive bidder, is a currently licensed (active 2024 license documentation attached) contractor in good standing in the State of Louisiana, and has the appropriate license classifications (Heavy Construction) for this project. Pending sufficient funds by the City of Mandeville, HTC recommends the award of the contract to Command Construction, LLC.

Sincerely,

High Tide Consultants, LLC

Richard C. Galloway, PE

Louisiana State Licensing Board for Contractors

Contractor Information

Business Name COMMAND CONSTRUCTION, L.L.C.
Mailing Address 68445 James Street
MANDEVILLE, LA 70471
Phone Number (504) 887-8795
Fax Number (504) 887-8906
Email Address kelly@commandindustries.com
Website http://

Active Licenses

License Number 40038
Type Commercial License
Status LICENSED
Effective 02/07/2024
Expiration 02/21/2025
First Issued 02/21/2002

Classifications

Class

BUILDING CONSTRUCTION
HEAVY CONSTRUCTION
HIGHWAY, STREET AND BRIDGE CONSTRUCTION
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

Qualifying Party

Derek John Commander
Derek John Commander
Derek John Commander
Derek John Commander

CERTIFIED BID TABULATION: Lift Station 42 (10th St) & 43 (Beau West) Upgrades

Item No.	Item	Unit	Quantity	Command Construction, LLC		Gottfried Construction, LLC	
				Unit Price	Line Total	Unit Price	Line Total
101	MOBILIZATION	LS	1	\$45,000.00	\$45,000.00	\$99,000.00	\$99,000.00
102	SITE CONDITION VIDEO SURVEY	LS	1	\$10,000.00	\$10,000.00	\$2,100.00	\$2,100.00
103	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$4,700.00	\$4,700.00
104	DEMOLITION	LS	1	\$75,000.00	\$75,000.00	\$38,500.00	\$38,500.00
105	REMOVAL OF DRAIN PIPE	LF	20	\$50.00	\$1,000.00	\$150.00	\$3,000.00
106	REMOVAL OF CATCH BASIN	EA	1	\$1,000.00	\$1,000.00	\$2,700.00	\$2,700.00
107	ELECTRICAL SERVICE UPGRADE TO 3 PHASE	LS	1	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
108	MODIFICATION OF EXIST. SEWER MANHOLES - COAT INTERIOR	EA	3	\$4,500.00	\$13,500.00	\$3,300.00	\$9,900.00
109	DOGHOUSE SEWER MANHOLE	LS	1	\$15,000.00	\$15,000.00	\$48,000.00	\$48,000.00
110	4" DIA. C-900 PVC SFM (GREEN)	LF	25	\$200.00	\$5,000.00	\$340.00	\$8,500.00
111	4" DIA. MJ SLEEVE COUPLING - DI TO PVC	EA	2	\$2,000.00	\$4,000.00	\$7,000.00	\$14,000.00
112	CONNECTION TO EXIST. SFM	LS	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
113	TEMPORARY BY-PASS PUMP SYSTEM	LS	1	\$50,000.00	\$50,000.00	\$55,000.00	\$55,000.00
114	LIFT STATION #42 REHABILITATION	LS	1	\$215,000.00	\$215,000.00	\$163,500.00	\$163,500.00
115	LIFT STATION #43 REHABILITATION	LS	1	\$215,000.00	\$215,000.00	\$157,000.00	\$157,000.00
116	EPO STATION	LS	1	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
117	4' STEEL BOLLARD	EA	2	\$2,000.00	\$4,000.00	\$700.00	\$1,400.00
118	6" THICK PORTLAND CEMENT CONCRETE PAVEMENT	SY	21	\$150.00	\$3,150.00	\$190.00	\$3,990.00
119	8" THICK PORTLAND CEMENT CONCRETE PAVEMENT	SY	5	\$200.00	\$1,000.00	\$360.00	\$1,800.00
120	6" THICK AGGREGATE SURFACE COURSE	SY	16	\$150.00	\$2,400.00	\$110.00	\$1,760.00
121	18" SIDE DRAIN PIPE	LF	20	\$200.00	\$4,000.00	\$200.00	\$4,000.00
122	CATCH BASIN (CB-01)	EA	1	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00
123	SITE RESTORATION	LS	1	\$10,000.00	\$10,000.00	\$2,800.00	\$2,800.00
124	LIFT STATION #42 CONTROL PANEL	LS	1	\$75,000.00	\$75,000.00	\$146,500.00	\$146,500.00
125	LIFT STATION #43 CONTROL PANEL	LS	1	\$75,000.00	\$75,000.00	\$146,500.00	\$146,500.00
126	WOODEN FENCE WITH DOUBLE SWING GATE	LF	60	\$150.00	\$9,000.00	\$150.00	\$9,000.00
127	SILT FENCE	LF	95	\$1.00	\$95.00	\$10.00	\$950.00
128	DEAD STREET SIGNAGE	LS	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
			TOTAL		\$890,145.00	\$980,200.00	

NOTES:

- 1) The Engineer's Opinion for Probable Construction Cost was \$790,652.50.
- 2) Command Construction, LLC is the lowest responsive bidder.

CERTIFIED CORRECT:  3/22/24
Richard C. Galloway, PE



3/22/2024



**SECTION 00520
AGREEMENT**

THIS AGREEMENT is by and between City of Mandeville (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: rehabilitation and upgrades to Lift Station Nos. 42 & 43. The Work may include but is not limited to removal and disposal of discharge piping, removal and replacement of check and gate valves, removal and disposal of stormwater drainage system, installation of new emergency pump out (EPO), rehabilitation of existing sewer manholes, temporary by-pass pumping, replacement of existing pumps, replacement of existing control panels, upgrades to electrical service, drainage improvements, Portland cement concrete pavement, base preparation, saw cutting, crack and joint sealing, aggregate surface course, street signage, and replacement of wooden fence. The total value of this contract will not exceed \$1,000,000. No minimum value is guaranteed.

ARTICLE 2 – PROJECT

2.01 The Project for which the Work under Contract Documents may be the whole or only a part is generally described as follows:

Lift Station 42 (10th St.) & 43 (Beau West) Upgrades

C.O.M. Project No. 212.22.001

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by High Tide Consultants, LLC. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestone, if any, Substantial Completion, and completion and readiness for final payments as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final acceptance in accordance with Paragraph 14.07 of the General Conditions within 270 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages arising out of the breach of contract for delay in completion of the Work in accordance with Contract Times in Paragraph 4.02 above. These additional liquidated damages, the amounts of each of which are applicable to the Contract having been set forth in the Supplementary Conditions, may include, but are not limited to:
1. Extended architectural and/or engineering fees \$265.00/day;
 2. Extended Resident Project Representative fees \$421.00/day;
 3. Extended construction management fees \$322.00/day;
 4. Extended OWNER'S overhead and personnel expenses \$265.00/day; and
 5. Owner's other costs directly related to the delay in completion beyond the Contract Times.

Contractor agrees and consents that the additional liquidated damages may be deducted from progress payments payable to Contractor pursuant to the Contract Documents and that the Contractor shall accept the Contract Price, reduced by the aggregate amount of the additional liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01.B below:
- A. For all Unit Price Work, an amount equal to the sum of the established unity price (adjusted as applicable) for each separately identified item of Unit Price Work times the actual quantity of that item performed under each task order.
 - B. The Bid Prices for Unit Price Work set forth as the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. Retainage: 10% Task Orders \$0 - \$499,999
5% Task Orders \$500,000 and over
 - b. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - c. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 or 95 percent of the Work completed as applicable, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
- B. Following acceptance of the Work by the Owner, Contractor, at his expense, shall file the acceptance with the Clerk of Court and Ex-Officio Recorder of Mortgages.
- C. Release and payment of Retainage, or balance due, will become due and will be paid by Owner to Contractor thirty days after receipt of Application for Retainage Payment (which must include a clear lien and privilege certificate secured from the Clerk of Court and Ex-Officio Recorder of Mortgages dated no less than forty-five (45) days after the filing of the acceptance and other documentation as required by the Contract Documents), and recommendation of payment by the Engineer.

ARTICLE 7 – RESERVED.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-9, inclusive).
 - 2. Performance bond (pages 00610-1 to 00610-2, inclusive).
 - 3. Payment bond (pages 00610-3 to 00610-5, inclusive).
 - 4. General Conditions (pages 00700-1 to 00700-61, inclusive).
 - 5. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Typical detail drawings with each sheet bearing the following general title: CITY OF MANDEVILLE - LIFT STATION 42 (10TH ST.) & 43 (BEAU WEST) UPGRADES
 - 8. Addenda
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
- c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Termination for Cause*

- A. Either party may terminate this Agreement in the event the other party has materially breached or defaulted in the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided by certified mail to the breaching party by the non-breaching party. Any termination shall become effective at the end of such thirty (30) day period unless the breaching party has cured any such breach or default prior to the expiration of such period.

10.07 *Governing Law, Venue, and Attorney’s Fees*

- A. This Contract shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Louisiana, without giving effect to the conflict of laws rules thereof. In the event of dispute hereunder, all matters shall be exclusively heard in the 22nd Judicial District Court, St. Tammany Parish, Louisiana with the prevailing party being entitled to the recovery of reasonable attorney's fees and costs from the non prevailing party after final and non-appealable judgment.

10.08 *Fiscal Funding*

- A. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the City of Mandeville. If the City fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by any means provided in the appropriations act, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, this Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

10.09 *Indemnity – Hold Harmless*

- A. Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees caused by a willful or negligent act or omission of Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that Contractor's indemnification obligation contained herein shall not apply to and Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its officers, agents, servants and employees.

10.10 *Taxes and Licenses*

- A. Contractor shall be responsible for all taxes arising out of or related to this Contract and obtain all licenses and permits necessary for the performance of this Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Mandeville

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

High Tide Consultants, LLC

409 W 21st Ave – Suite B

Covington, LA 70433

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
