

**SPECIFICATIONS FOR  
PLASTIC CULVERTS FOR THE  
LEVEE DISTRICT DRAINAGE PROJECT**

**ST. JAMES PARISH GOVERNMENT  
ST. JAMES PARISH, LOUISIANA  
FEBRUARY 13, 2013**

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## **NOTICE TO BIDDERS**

St. James Parish Government will be accepting separate sealed bids for approximately 1,000 feet of 36-inch round plastic corrugated culverts for the levee district drainage project in the Office of the Operations Director, Convent Courthouse, 2<sup>nd</sup> Floor, up to 2:00 p.m., Monday, March 18, 2013, at which time they will be opened and read aloud.

Prospective bidders can bid any or all items as listed and must meet minimum requirements as specified in the bid documents. Material specifications and documents are available from the St. James Parish Government, Office of the Operations Director, Parish Courthouse, Convent, La.

The envelope containing the bid must be marked "Plastic Culverts for the Levee District Drainage Project Bid" clearly on the outside of the envelope.

All bids must be completed on the appropriate bidder information sheet. Bids will be awarded by separate items.

All bids must include delivery schedule and warranty, where applicable.

## **SECTION I INSTRUCTION TO BIDDERS**

### **ARTICLE 1 - BID DOCUMENTS**

The Notice to Bidders, Instruction to Bidders, General Specifications, and Bidder Information, compose the Documents, which shall include all properly authorized modifications.

### **ARTICLE 2 - EXAMINATION OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS**

Bidder shall thoroughly examine the specifications and requirements. The failure or omission of any bidder to examine any form, type, addendum, or other special notes shall in no way relieve any bidder from any obligations with respect to his bid. The submission of a bid shall be taken as prima facie evidence of compliance with this Section I.

### **ARTICLE 3 - ALTERNATIONS IN BIDS**

The General Specification Section invites bids on definite equipment/material and minimum specifications. Each bidder shall bid upon the item exactly as specified and as provided in the bid.

### **ARTICLE 4 - PRICES**

In the event of a discrepancy between the prices quoted in words and those quoted in figures in the bid, the words shall control. The prices are to include the furnishing of all materials, equipment, tools and all other facilities, and the performance of all labor services necessary or proper for the completion of the work and/or delivery of the item.

### **ARTICLE 5 - WITHDRAWAL OF BID**

Bids can not be withdrawn within 5 days of the scheduled closing time for receipts of bids. Any bidder may withdraw his bid, either personally or by telegraphic or written request. If withdrawal is made personally, proper receipt shall be given therefore.

After the scheduled closing time for the receipt of bids or before the bid award, no bidder will be permitted to withdraw his bid unless said award is delayed for a period exceeding forty-five (45) days. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the proposal after it has been opened.

### **ARTICLE 6 - POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSALS**

The Parish reserves the right to postpone the date for receipt and opening of bids and will give written or telegraphic notice of any such postponement to all persons to whom specifications and bid documents have been issued, at any time prior to the scheduled closing time for the receipt of bids.

**ARTICLE 7 - SUBMISSION OF BID**

Bids will be received only at the place, and until the scheduled closing time, as stated in the Notice to Bidders. It is the sole responsibility of the bidder to see that his bid is received by the designated times. Any bid received after the scheduled closing time for receipt of bids will be returned unopened to the Bidder.

**ARTICLE 8 - OPENING OF BIDS**

At the time and place set for the opening and reading of bids, each and every bid (except those which have been withdrawn in accordance with Article 5, "Withdrawal of Bid", of this Section) received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud, irrespective of any irregularities or informalities in such bids.

**ARTICLE 9 - DETERMINATION OF BID**

The award of the Contract will be based on the lowest responsible bid quoted on the bid for the item(s) chosen by the Parish. Bids will be awarded according to the lowest price quoted per item, service, availability of material, delivery, and warranty, where applicable.

**ARTICLE 10 - REJECTIONS OF BIDS**

The Parish reserves the right to reject any or all bids. Without limiting the generality of the foregoing, any bid that is obscure or irregular may be rejected; any bid in which unit prices or other required information is omitted may be rejected.

**ARTICLE 11 - ACCEPTANCE OF BIDS**

Within thirty (30) calendar days after the date of opening of the bids, the Parish will act upon them. The acceptance of the bid will be by Purchase Requisition Order signed by a duly authorized representative of the Parish. The acceptance of a bid shall bind the successful bidder to the price and delivery date of the item(s).

**ARTICLE 12 - DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of his Bid:

- (1) Evidence of collusion among Bidders.
- (2) Lack of competency as revealed by financial statements, experience, or other factors.
- (3) Default on a previous municipal bids or failure to perform or deliver bid items.

**ARTICLE 13 - QUALIFICATIONS OF BIDDER**

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The Parish reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources. Bidders must be in good standing in the State of Louisiana and must provide evidence that the Bidder is licensed to do business in the State of Louisiana and Parish of St. James.

## **SECTION II GENERAL SPECIFICATIONS**

### **ARTICLE 1 - SCOPE**

The items requested under this bid document shall consist of the items contained in the specifications, and shall include the supervision, materials, equipment, labor, and parts necessary to deliver such items.

The services covered by this bid document are for the delivery and installation (where applicable) of any/all items, awarded by the Parish, to the East Bank Operations Shop, located at 5140 Highway 44, Convent, La.

### **ARTICLE 2 - PERFORMANCE/COMPLETION**

The Bidder shall be required to deliver such items as per specifications within sixty (60) days after the bidder receives the Purchase Requisition Order or within other time limits as required by the Department of Operations, necessary to complete the project.

The time stated for bid completion shall include final preparations and delivery of all materials and/or equipment to the Parish Operations Shops. All prices quoted must be guaranteed for at least 60 days from the awarding of bids.

### **ARTICLE 3 - LIQUIDATED DAMAGES**

If the Bidder fails to deliver the items within the time specified in the bid document, or any extension, the Bidder shall pay to the Parish, as liquidated damages, the sum of \$25.00 for each day of delay.

### **ARTICLE 4 - MATERIAL AND WORKMANSHIP**

All equipment, material, and articles incorporated into the items for bid shall be of the most suitable size for the purpose intended, unless otherwise specifically provided in the Bid Document. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Bidder may, at its option, use any equipment, material, article, or process that is equal to that named in the specifications, unless otherwise specifically provided in this bid.

The Bidder shall furnish to the Parish the name of the manufacturer, material type, the model number, and other information concerning the performance, capacity, nature, and rating of the material and/or other equipment. Equipment, material, and articles that do not have the required approval shall be installed or delivered at the risk of subsequent rejection.

## **ARTICLE 5 - MINIMUM BID SPECIFICATIONS**

All culverts must conform to minimum specifications.

- A. All culverts shall have a smooth interior and annular exterior corrugation.
- B. Culverts shall meet AASHTO M294, Type S or SP, or ASTM F2306.
- C. Culverts and culvert fitting production shall be high density polyethylene conforming with the minimum requirements of cell classification 435400C, as defined in the latest version of ASTM D3350, except that carbon black content should not exceed 4%.
- D. Virgin culvert material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively
- E. Culverts shall be joined using a bell and spigot joint meeting AASHTO M252, AASHTO M294, or ASTM F2306.
- F. Joints shall be soil-tight with gaskets and shall meet the requirements of ASTM F477.
- G. Gaskets shall be installed by the culvert manufacturer and covered with a removable wrap to ensure gasket is free from debris.
- H. The joint lubricant shall be provided by the manufacturer.

### **Item 1**

- 1. 1,000 linear feet of 36-inch round plastic culverts
- 2. (3) 36-inch plastic tees with 24-inch diameter riser
- 3. (6) plastic bands for tees
- 4. (3) 24-inch round frames/grates to be installed within 24-inch diameter riser

## **ARTICLE 6 - BASIS AND METHOD OF PAYMENT**

Notwithstanding any other payment terms in this bid, the Parish will make final payment and under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated.

### **Invoice Payments**

An invoice is the suppliers' bill or written request for payment under the terms of the bid for work or services performed under the contract. An invoice shall be prepared and submitted to the Parish Purchasing Agent. A proper invoice must include the items listed below:

- (1) Name and address of the bidder/supplier
- (2) Invoice date
- (3) Purchase order number or other type authorization for purchase or services performed.
- (4) Description of item and/or services performed, including warranty information.
- (5) Names (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice or item.

If the invoice does not comply with these requirements, the bidder will be notified of the defect within 10 days after receipt of the invoice at the designated billing office.

Final payments shall be based on completion, delivery and acceptance of all work, items and presentation of all warranties, where applicable, and from payments for partial deliveries that have been accepted by the Parish:

- (a) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the bidder or the 30th day after Parish's acceptance of the item or services completed by the Bidder, whichever is later. However, if the designated billing office fails to annotate the invoice with the date of actual receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Bidder's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Bidders compliance with minimum specifications.

**SECTION III  
BIDDER INFORMATION**

Name: Clifford Montero Jr.  
Company: Cimsco Inc.  
Address: 1840 L+A Rd  
Metairie, La 70001  
Phone: 504-835-7319 Fax: 504-832-0820

Item 1

- 1,000 linear feet of 36-inch round plastic culverts
- (3) 36-inch plastic tees with 24-inch diameter riser
- (6) plastic bands for tees
- (3) 24-inch round frames/grates

	Amount
	\$ <u>26,590.<sup>00</sup></u>
	\$ <u>2,088.<sup>45</sup></u>
	\$ <u>500.<sup>04</sup></u>
	\$ <u>615.<sup>06</sup></u>
<b>Total Item 1</b>	<b>\$ <u>29,793.<sup>55</sup></u></b>

**Delivery Schedule 10 days**