

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

### 1.1 APPLICABLE LAWS

- A. All applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract, throughout; and they will be deemed to be included in the Contract the same as though herein written out in full.

### 1.2 CONTRACTOR'S LICENSE

- A. Contractor's and Sub-contractor's License: Each bidder, whether a Prime Contractor or a Sub-contractor, shall be licensed as required by the state in which the Work is located. The General Contractor shall be responsible for determining that all of his Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the Law.

### 1.3 NONRESIDENT CONTRACTORS

- A. The Louisiana Department of Revenue and Taxation's registration and bonding requirements must be met before the nonresident contractor can obtain any building permit, license or certificate necessary to lawfully commence any construction project. Any person failing to register any contract or execute the bond required by the statutes may be denied the right to perform such contract.

### 1.4 LOCAL CONDITIONS AFFECTING WORK

- A. Each bidder shall visit the site of the work and thoroughly and fully inform himself relative to construction hazards and procedures, labor and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and the cost thereof, including the arrangement and conditions of existing structures or pipelines affecting or which are affected by the proposed work, sub-surface conditions affecting excavation work, the procedure necessary for maintenance of uninterrupted operation and prosecution of the work, the availability and cost of labor, and facilities for transportation, handling and storage of material and equipment. It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment to any contract awarded there under which is based on the lack of such prior information or its effect on the cost of the work.

### 1.5 BIDDING DOCUMENTS

- A. Bidding Documents will be distributed electronically by AE Plans, Inc. thru the following website: <http://www.aeplans.com> beginning Sunday, February 1, 2004. Bidders may view and download the documents free of charge upon registering at the website in accordance with the instructions posted. Bidders are individually responsible for any costs they incur relating to printing copies of documents obtained either directly from the AEPlans website or through their preferred commercial reprographics company. Sub-contractors and Material Suppliers may obtain complete or partial sets in the same manner.

- B. *There is no rebating of reproduction cost for bidding sets. [Add4-1]***

### 1.6 INTERPRETATIONS OR CORRECTION OF BIDDING DOCUMENTS

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least ten (10) days prior to the date for receipt of bids. The Owner will not be responsible for any other explanations or interpretations of the proposed documents.

- B. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

1.7 SUBSTITUTION OF MATERIALS

- A. ~~Architect's approval on substitute materials and equipment will be required. Approvals shall be subject to materials and equipment meeting all requirements of the Contract Documents. This shall be construed to include appropriateness as to quality, function and compatibility with other products and materials. When shop drawings of approved substitute materials are submitted to the Architect and are found not to be equal to the specified items, they will be rejected. Should the approved manufacturer of the substitute material or equipment not be able to meet the above requirements and the specifications, the Contractor will be required to furnish the originally specified material or equipment at no additional cost to the Owner or the Architect.~~

**Delete paragraph A under Article 1.7 SUBSTITUTION OF MATERIALS and substitute the following wording [Add3-1]:**

- A. **Architect's prior approval on substitute materials and equipment will be required. Approvals shall be subject to materials and equipment meeting all requirements of the Contract Documents. This shall be construed to include appropriateness as to quality, function and compatibility with other products and materials.**
- B. **The deadline for receipt of prior approval requests will be "close of business" (5:30pm CST) on Tuesday, February 24, 2004 and no further substitutions will be considered after this date.**
- C. **Due to the new Bid Date, the extended deadline for receipt of prior approval requests is "close of business" (5:30pm CST) on Tuesday, March 2, 2004. [Add6-1]**

1.8 ADDENDA

- A. Notices of addendums relating to this project will be automatically issued by the AEPlans website to registered bidders. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt on the Proposal Form.
- B. Addenda shall not be issued within a period of three (3) calendar days prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays. If it is necessary to issue an addendum within the three calendar days prior to receipt of bids, the opening of such bids shall be extended exactly one week, without the requirement of re-advertising. The Owner shall be consulted prior to issuance of such an addendum, and shall approve such issuance.

1.9 FORM & STYLE OF BIDS

- A. All bid must be made on the forms provided by the Designer in the bound Project Manual. All bids must be legibly written in ink, with all prices given in words and figures. No alterations in bids or in the printed forms will be permitted by erasures or interlineations. Each bid shall be enclosed in a sealed envelope, addressed to the Owner and identified on the outside of the envelope with the appropriate title of the project as indicated on the plans.
- B. Proposals shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations there from may be considered as sufficient cause for rejection. Proposals carrying riders or qualifications to the bid as submitted may be rejected as irregular.
- C. Each proposal must be signed in ink by the bidder with his full name and with his business address or place of residence. In the case of a firm, the name and residence of each member must be inserted, and in case the proposal is submitted by, or in behalf of, a corporation, it must be signed in the name of such corporation by an official who is authorized to bind the bidder, and who shall also affix the corporate seal of such corporation.

- D. No bidder may submit more than one (1) proposal. Two (2) proposals under different names will not be received from one (1) firm or association

#### 1.10 BID SECURITY

- A. No bid shall be considered or accepted unless the bid is accompanied by bid security as defined in the Advertisement for Bids
- B. Bid security furnished by the Contractor shall guarantee that the Contractor will, if awarded the work according to the terms of his proposal, enter into the Contract and furnish Performance Bonds as required by these Contract Documents, within ten (10) days written notice of contract award. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages.
- C. The Owner will have the right to retain the bid security of Bidders until either (a), the Contract has been executed and bonds have been furnished or (b), the specified time has elapsed so that Bids may be withdrawn, or (c), all Bids have been rejected.

#### 1.11 SUBMISSION OF BIDS

- A. Bids shall be sealed in an opaque envelope and will be received until the time specified and at the place specified in the Advertisement for Bids. It shall be the specific responsibility of the Bidder to deliver his sealed bid to MHSM Architects, LLC, 333 Texas St., Suite 1200, Shreveport, LA 71101 at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including late delivery by United States Mail, shall disqualify the bid. The bid envelope shall be identified on the outside with the name of the project, and the name, address, and license number of the Bidder.
- B. If the Bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to: MHSM Architects, LLC, 333 Texas St., Suite 1200, Shreveport, LA 71101.
- C. Bids shall be deposited at the designated location prior to the time on the date for receipt of bids indicated in the Advertisement for Bids, or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened. Bidders shall assume full responsibility for timely delivery at location designated for receipt of Bids.
- D. Oral, telephonic or telegraphic Bids are invalid and will not receive consideration. Owner will not consider notations written on outside of Bid Envelope, which has the effect of amending the Bid.

#### 1.12 TIME OF COMPLETION

- A. The time of completion of the work is a basic consideration of the contract and the construction period named in the proposal will be taken into consideration in making the award of the contract. It will be necessary that the bidder satisfy the Owner of his ability to complete the work within the stipulated time.

#### 1.13 WITHDRAWAL OF BID

- A. No bidder may withdraw his bid for a period of forty-five (45) days after the date and hour set for the opening herewith. A bidder may withdraw his proposal at any time prior to the expiration of the period during which the proposals may be submitted by written request of the bidder, which request must be signed in the same manner and by the same persons or person who signed the proposal.

#### 1.14 ACCEPTANCE AND REJECTION OF BIDS

- A. The Owner reserves the right to accept the bid which, in its judgment, is the best bid on and for the work covered by the bid, to reject any or all bids, and to waive irregularities in bids.

#### 1.15 FORMS

- A. Forms to be included for bid are:
1. Bid Form – Document 00310
  2. Bid Bond (as described in the Advertisement for Bids)

(All attachments included under Section 00425)

3. Attachment A – Related Firm Experience
4. Attachment B – Key Personnel Experience
5. Attachment C – Project Management Procedures
6. Attachment D – SB / MBE / WBE Firm List
7. Attachment E – SB / MBE / WBE Firm Dollar Value List
8. Attachment F – Location of General Contractor / Completion Schedule

**1.16 RESTRICTED SUBCONTRACTORS: Due to the specialized nature of the facility and requirement to obtain a high level of workmanship, sub-bids on mechanical / electrical portions of the project will only be accepted from the following approved subcontractors: [Add1-1]**

**A. Mechanical: [Add1-1.A]**

1. **Berg Incorporated, 531 W. 61<sup>ST</sup> St., Shreveport, LA 71106, ph. (318) 868-8884**
2. **Fitzgerald Contractors, Inc., 7103 St. Vincent Ave., Shreveport, LA ph. (318) 869-3262**
3. **Red River Air Conditioning, Inc. 3403 Marks St., Shreveport, LA 71103, ph. (318) 635-5269.**

**B. Electrical: [Add1-1.B]**

1. **Camus Electric Co., Inc., 605 Mt. Zion Road, Shreveport, LA 71106, ph. (318) 687-1420.**
2. **Wilhite Electric Co., Inc., 4450 Viking Loop, Bossier City, LA 71111, ph. (318) 747-3780.**
3. **Nantze Electric Co., Inc., 1015 North Bishop, Texarkana, TX 75501, ph. (903) 832-1368.**

END OF SECTION 00100