

DIVISION

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BIDDING DOCUMENTS



**SECTION 00050**

**INVITATION TO BID**

**PROJECT DESCRIPTION**

Bids will be received from invited bidders for Banner Chevrolet Parts Storage Building, 5959 Chef Menteur Highway, New Orleans, Louisiana.

*Proposals must be on a lump sum basis. Segregated proposals will not be accepted.*

**BIDDING TIME AND LOCATION**

The Bid Date will be 17 February 2005 at 3:00 p.m. Bids shall be submitted to ROZAS-WARD Architects, 1010 Common Street, Suite 2750, New Orleans, Louisiana. Any bid received after this time will be returned unopened. Proposals will be opened privately at the time stated for receiving bids. Results of the bidding will be announced at the discretion of the Owner.

**BIDDING CONDITIONS**

Bids may not be withdrawn for a period of sixty (60) calendar days after the scheduled time for receiving bids. The Owner reserves the right to accept any or to reject any and all bids without compensation to bidders.

**BIDDING DOCUMENTS**

Bidding Documents may be examined at the office of:

ROZAS-WARD/a.i.a. architects, inc.  
1010 Common Street, Suite 2750  
New Orleans, Louisiana 70112

**DRAWINGS AND SPECIFICATIONS**

Bidding Documents may be obtained from ROZAS-WARD Architects. A Refundable Deposit shall be \$100.00 per set. Contact Chris Babin @ 524.4375 to arrange for Bidding Documents.

**END OF SECTION 00050**



**PROJECT IDENTIFICATION**

These instructions cover preparation and submittal of Bids for Banner Chevrolet Parts Storage Building at 5950 Chef Menteur Highway, New Orleans, Louisiana, based on Documents prepared by ROZAS-WARD/a.i.a. architects, New Orleans, Louisiana. The intended contract will include all materials, labor, tools and other facilities necessary and performing all required work. To be considered, proposals must be in accord with these instructions.

**PRE-BID CONFERENCE**

A **Mandatory Pre-Bid Conference** will be held on 10 February 2005 at 2:00 P.M. at Rozas-Ward Architects, 1010 Common Street, Suite 2750, New Orleans, Louisiana. The purpose of the conference is to discuss bid procedures, receive requests for clarifications and interpretations of the bid documents, and allow bidders to discuss the project.

All invited bidders and interested subcontractors are urged to attend this conference.

Any items raised at the conference affecting the bid documents as issued will be issued as an Addendum.

**DOCUMENTS**

Documents for Bidding purposes are Drawings and Project Manual entitled as above, dated 21 January 2005 and any Addenda issued during the Bidding Period.

**EXAMINATION OF DOCUMENTS AND SITE**

Bidders shall carefully examine Bidding Documents and the Project Site to obtain the first-hand knowledge of scope and conditions of the work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a Proposal to perform any portion of work, represents that he has examined Drawings, Specifications and site of work, and from his own investigation has satisfied himself as to scope, accessibility, nature and location of work, character of equipment and other facilities needed to perform the work, character and extent of other work to be performed, local availability of labor, trade practices jurisdictions, and other circumstances that may affect performance of work. No additional compensation will be allowed by Owner for failure of each Contractor, Subcontractor and Sub-Subcontractor to become fully informed as to conditions affecting work.

**BIDDERS' QUALIFICATIONS**

Contractor Licensing Laws of the State of Louisiana must be complied with, whether a Prime Contractor or Subcontractor.

The prime bidder shall be responsible for determining that all proposed subcontractors are duly licensed and qualified under the Law. The Bidder must show his License Number on the Bid and on the Envelope.

**SPECIAL PROJECT REQUIREMENTS**

Time for completion of the Project shall be as stated in the Proposal Form. The number of calendar days shall include Sundays and Holidays.

Liquidated Damages in the amount set forth in the Bid Form will be assessed by the Owner as fixed, agreed and liquidated damages for each calendar day's delay in completion, in accordance with the Supplementary Conditions.

## **BASIS OF PROPOSALS**

Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred or arising out of performance of work to be performed under Contract. No segregated proposals or assignments will be considered. Failure to comply may be cause for rejection of Bid as informal.

The Base Bid shall be a lump sum amount to complete all work of the Contract within the number of consecutive calendar days stipulated by the Owner and stated in the Bid Form.

Bids may not be withdrawn for a period of SIXTY (60) calendar days after the scheduled time for receiving bids.

The Owner reserves the right to accept any or to reject any and all bids without compensation to Bidders and to waive any informality or irregularity in any bid received.

## **ADDENDA**

Requests for interpretations and clarifications must be submitted in writing to the Architect no later than 12:00 noon seven (7) calendar days prior to receipt of bids.

Modifications, interpretations, clarifications, additions and deletions to Documents during bidding period will be issued in form of Addenda. Addenda will be mailed or delivered to each person who has been issued a set of Bidding Documents, and will be available for examination wherever Documents are made available for that purpose.

Each Bidder shall ascertain from the Architect prior to submitting a Bid that the Bidder has received all Addenda issued, and shall acknowledge receipt of them on the Bid Form.

## **PRIOR APPROVALS**

Named Products: If products are specified by name or names of acceptable manufacturer(s) (proprietary specification) with the phrase "or pre-bid approved equal" or other phrase of similar intent, only the named product(s) or products approved by the Architect in writing will be acceptable.

If a potential supplier desires consideration of a particular product other than a product specified in the Bidding Documents, the potential supplier must request, in writing, prior approval by the Architect. No substitution will be considered unless written request for prior approval has been received by the Architect no later than 12:00 noon seven (7) calendar days, prior to receipt of bids.

Each such request shall include a complete description of the proposed substitute including drawings, cuts, performance and test data, a description of any variances from the named product, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer.

If the Architect approves any proposed substitution, such prior approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner. The Architect's decision of approval or disapproval will be final.

## **PREPARATION OF BIDS**

Bids shall be submitted in duplicate on forms furnished, or on copies thereof, and shall be signed in ink. Any bid in other than required form will be considered informal and may be rejected. Erasures or other changes in Bid must be explained or noted over initials of Bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal.

Prices must be expressed in words and figures. Any Bid which fails to name both words and figures may be deemed informal and rejected. In case of discrepancy between written prices and those given in figures, prices in writing shall be considered as the Bid. Failure to submit all requested information will make Bid irregular and subject to rejection.

Bids shall be signed with name typed or printed below signature. Where bidder is a corporation, Bids must be signed with legal name of Corporation followed by name of State of Incorporation and legal signature of an officer authorized to bind the corporation to Contract.

### **SUBMITTAL OF BIDS**

Submit completed Bid Forms in a sealed opaque envelope, addressed as follows:

Banner Chevrolet  
c/o ROZAS-WARD Architects  
1010 Common Street  
Suite 2750  
New Orleans, Louisiana 70112

Bid envelopes shall be clearly marked on the outside with words, "Bid Proposal", "TO BE OPENED AT OFFICIAL BID OPENING" and the following information:

NAME OF BIDDER	LOUISIANA CONTRACTOR'S
NAME OF PROJECT	LICENSE NUMBER

Include with Bid Forms a Resolution for Corporations authorizing the signator to act as agent for Bidder to sign the Bid Form.

Submit Bids by mail or in person not later than the time set for receiving Bids in Section 00050 - INVITATION TO BID, as may be changed by Addendum.

Bidders will be responsible for timely delivery at designated location. Bids received after the time and date designated will be returned unopened.

### **MODIFICATIONS AND WITHDRAWAL OF BIDS**

Bids may be withdrawn or modified upon written or telegraphic request received from Bidders prior to time set for Opening Bids. If withdrawn, Bids may not be resubmitted. No bid may be withdrawn or modified after it has been opened.

### **OPENING**

Proposal shall be opened as announced in the Invitation to Bid.

### **SUBMISSION OF POST-BID INFORMATION**

Prior to award of Contract and upon request by Architect, selected Bidders, shall, within 24 hours, submit the following:

1. Statement of Cost for each major work item.
2. Designation of portions of work to be performed by Bidder with his own forces.

3. List of names, addresses and phone numbers of Subcontractors or other persons or organizations (including those who are to furnish materials and equipment fabricated to special design) proposed for such portions of work as may be designated in bidding documents or requested. Bidder shall establish to satisfaction of Owner and Architect reliability and responsibility of proposed subcontractors and suppliers.

Prior to award of Contract, Architect will notify Bidder in writing if either Owner or Architect has any objection to any proposed Subcontractor or supplier. If Owner or Architect objects to any proposed Subcontractor or supplier, Bidder may withdraw his Bid or submit an acceptable substitute with modification in his Bid Price, if appropriate to reflect any difference in cost occasioned by such substitution. If Bidder submits a substitution with an increase in Bid Price, Owner may at his discretion, accept increased Bid Price or disqualify Bid as informal.

Subcontractors and suppliers proposed by Bidder and accepted by Owner and Architect must be used for portions of work for which they were proposed and accepted except when changes are approved in writing by Owner and Architect.

### **AWARD**

Owner reserves right to accept any or to reject any and all Bids without compensation to Bidders. The right is reserved to award Contract on such basis as Owner may determine for its best interests, following review and recommendation of Bids by Architect.

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner, a Contract in the form of the American Institute of Architects Document A-101, Standard Form of Agreement Between Owner and Contractor, 1997 Edition. AIA Document A-101 may be examined at the Architect's office.

**END OF SECTION 00100**

\_\_\_\_\_, 2005

PROPOSAL OF \_\_\_\_\_

(HEREINAFTER CALLED BIDDER)

TO: **Banner Chevrolet**

5950 Chef Menteur Highway  
New Orleans, Louisiana

(HEREINAFTER REFERRED TO AS "OWNER")

GENTLEMEN:

BIDDER, HAVING EXAMINED DRAWINGS AND SPECIFICATIONS, AND HAVING PERSONALLY VISITED AND INSPECTED SITE AND BEING FULLY FAMILIAR WITH EXISTING CONDITIONS AND REQUIREMENTS SURROUNDING THE CONSTRUCTION OF:

Banner Chevrolet  
Parts Storage Building  
5950 Chef Menteur Highway  
New Orleans, Louisiana

HERE DOES PROPOSE TO COMPLETE THE ABOVE WORK IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY:

ROZAS-WARD/a.i.a. architects, inc.  
1010 Common Street, Suite 2750  
New Orleans, Louisiana 70112  
504.524.4375

AT PRICE NAMED BELOW, WHICH SHALL COVER ALL EXPENSES INCURRED IN PERFORMING ALL THE WORK:

LUMP SUM \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

**ALTERNATE NO.1:** CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS TO INSTALL METAL WALL PANELS IN LIEU OF PRE-CAST CONCRETE WALL PANELS FOR THE SUM OF:

DEDUCT \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

NOTE: AMOUNT SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, AMOUNT INDICATED IN WRITING SHALL BE CONSIDERED AS AMOUNT OF THIS BID. ANY BID THAT FAILS TO INDICATE PRICES IN BOTH WORDS AND FIGURES MAY BE DEEMED INFORMAL AND REJECTED.

BIDDER HEREBY AGREES TO COMMENCE WORK UNDER THIS CONTRACT ON OR BEFORE A DATE SPECIFIED IN A WRITTEN "NOTICE TO PROCEED" AND TO FULLY COMPLETE THE WORK ***WITHIN ONE HUNDRED AND EIGHTY DAYS (180) CONSECUTIVE CALENDAR DAYS*** SUBJECT TO ADJUSTMENTS OF COMPLETION TIME IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SUBJECT TO LIQUIDATED DAMAGES PER CALENDAR DAY FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME STIPULATED.

***TWO HUNDRED DOLLARS (\$200.00) LIQUIDATED DAMAGES WILL BE ASSESSED PER CALENDAR DAY OF DELAY, FOR FAILURE TO COMPLETE ALL THE WORK WITHIN THE STIPULATED TIME.***

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

\_\_\_\_\_  
(list by number)

BIDDER, IF NOTIFIED OF ACCEPTANCE OF HIS BID WITHIN SIXTY (60) DAYS AFTER TIME SET FOR OPENING OF BIDS, AGREES TO EXECUTE A CONTRACT FOR WORK ACCEPTED BY OWNER IN AN ACCEPTABLE NOTARIAL FORM WITHIN TEN (10) DAYS OF NOTIFICATION.

CONTRACTOR'S STATE LICENSE REGISTRATION NO. \_\_\_\_\_

RESPECTFULLY SUBMITTED,

SEAL (IF BID IS BY  
CORPORATION)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY & STATE

BIDDING CONTRACTOR MUST SUBMIT COMPANY OR CORPORATION  
AUTHORIZATION EMPOWERING THE SIGNATURE OF THIS BID PROPOSAL.

IF BIDDING CONTRACTOR IS A PARTNERSHIP, GIVE FULL NAME OF ALL PARTNERS  
AS FOLLOWS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF SECTION 00300**



## **SECTION 00700 - GENERAL CONDITIONS**

### **GENERAL CONDITIONS**

The General Conditions of the Contract for Construction, A.I.A., Document A201, 1997, Articles 1 through 14 inclusive, of the American Institute of Architects, are the General Conditions of this Contract and are hereby incorporated by reference.

The Contractor shall acquaint himself with the provisions of the General Conditions and notify all sub-contractors, suppliers and other parties, individuals and agencies engaged on the work as to their contents.

Copies of this document will be furnished to the Contractor by the Architect upon request, or may be examined in the Architect's office.

No contractual adjustments will be permitted for failure of the Contractor to fully acquaint himself and other interested parties with the conditions of A.I.A. Document A201.

The General Conditions of the Contract have been amended and supplemented for the project and such amendments and supplements are included in Section 00800 of the Project manual.

**END OF SECTION 00700**



## **SECTION 00800 - SUPPLEMENTARY CONDITIONS**

The following supplements, modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition, and specifically are made a part of the Contract Documents. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in full effect.

### **ARTICLE 1: GENERAL PROVISIONS:**

#### **a. 1.1 BASIC DEFINITIONS.**

Add the following paragraphs after subparagraph 1.1.7:

##### **1.1.8 MISCELLANEOUS DEFINITIONS**

1.1.8.1 Terms "building code," and "code," refer to regulations of governmental entities having jurisdiction.

1.1.8.2 "Acceptable," "required," and "as directed" refer to or indicate work or materials that may be acceptable or approved by the Architect, as the Owner's agent, only to the extent the work or materials conform to the requirements of the Contract Documents and in no way shall be interpreted to imply any responsibility on the part of the Architect concerning the Contractor's obligations under Paragraphs 3.3, 3.11, 3.12, 4.2, and 10.2.

1.1.8.3 Term "similar" means in its general sense and not necessarily identical.

1.1.8.4 Terms "shown," "indicated," "detailed," "noted," "scheduled," and terms of similar import, refer to requirements contained in Contract Documents.

1.1.8.5 The terms "knowledge" and "recognize", their respective derivatives and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, or should know, recognizes, or should recognize, in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms of the Contract Documents shall be interpreted to mean reasonably inferable by a bidding the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents."

#### **b. 1.2 EXECUTION, CORRELATION AND INTENT**

Add the following sentence to paragraph 1.2.3:

In the case of an inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

#### **c. 1.13 THE WORK**

A. Add the phrase ", Subcontractors, sub-contractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents", after the word "Contractor" in the fifth line of subparagraph 1.13.

**ARTICLE 2: OWNER:**

a. 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.5 For this particular Project (Work), the Contractor shall be furnished, free of charge, eight sets of the drawings and project manual. Additional sets requested by the Contractor will be furnished at reproduction cost.

b. 2.5 ADDITIONAL RIGHTS

New paragraph 2.5. is hereby added to the General Conditions to provide in its entirety as follows:

2.5.1 The Owner's rights provided under Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents."

**ARTICLE 3: CONTRACTOR:**

a. 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following paragraphs to 3.2.1:

3.2.1.1 After notifying Architect, in writing, of any error, inconsistency, or omission discovered in the Contract Documents, Contractor shall not proceed with any work so affected without Architect's written decision, in accordance with Paragraphs 4.2.11, 4.2.12 and 4.2.13.

3.2.1.2 The Architect shall have the final authority to determine whether any change or modification should be made, and no change or modification of any kind shall be made except on the Architect's written instructions.

b. 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 In the second sentence delete the phrase: "... unless Contract Documents give other specific instructions concerning these matters."

3.3.2 In the fourth line delete the phrase: "... under a contract with the Contractor."

Add the following paragraph:

3.3.5 The Contractor shall be solely responsible for all grades, lines and levels and responsible for the work being within the permissible limits established by survey required by Paragraph 2.2.2.

c. 3.4 LABOR AND MATERIALS

Add the following paragraphs:

3.4.3 All products specified in the Project Manual or indicated on Drawings by manufacturer's name, catalog or model number have been selected on the basis of appearance, performance, dimension, quality or function. Only the product specified or indicated on Drawings will be accepted, unless other products are approved by the Architect in accordance with provisions of the bidding requirements or General Requirements of the Specifications. The term "equal" or "or equal", used in the Specifications is defined as meaning "equal in the opinion of the Architect".

3.4.4 A request made by the Contractor for a substitution is a representation to the Architect as follows:

- .1 The Contractor has investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
- .2 The Contractor will provide the same warranty for the substitute product as for that specified.
- .3 The Contractor waives all claims for additional costs related to the substitution, unless specifically included with the request.
- .4 The Contractor will coordinate the installation of the accepted substitute, making such changes as may be required to complete the Work in all respects.

d. 3.5 WARRANTY

Subparagraph 3.5.1 is hereby amended by substituting the word "shall" for the word "may" in the ninth line of the subparagraph.

Add the following sentence at the end of subparagraph 3.5.1:

3.5.1 "The Contractor shall warrant and guarantee all material and workmanship for a period of one year from the date of recordation of a Certificate of Substantial Completion. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

Add the following paragraph:

3.5.2 All equipment warranties shall take effect on the date of Substantial Completion of the Work or designated portion thereof which includes the items covered by warranties, not on the date of installation of any specific product.

e. 3.6 TAXES

Add the following paragraph:

3.6.2 Taxes include, without limitation, Old Age Pension, Unemployment and any other and all taxes imposed by local, City, Parish/County, State or Federal Governments and include such expenses or taxes as a part of the stipulated Contract sum. This requirement excludes taxes and assessments on real property comprising the site or Project.

f. 3.7 PERMITS, FEES AND NOTICES

Subparagraph 3.7.1 is hereby amended by (i) deleting the clause "unless otherwise provided in the Contract Documents, " in the first line of the subparagraph and (ii) adding a period after the word "Work" in the fourth line of the subparagraph and deleting the clause "which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded, except for the Building Permit."

Subparagraph 3.7.2 is hereby amended by adding the following clause after the word "Work" in the fourth line of the subparagraph: "including, without limitation, all applicable federal, state, and local equal opportunity laws, regulations, executive orders, or requirements."

Subparagraph 3.7.4 is hereby amended by (i) adding the words "any applicable" before the words "laws" in the second line of the subparagraph, (ii) substituting the word "prompt" for the word "such" in the third line of the subparagraph and (iii) substituting the clause "damages, losses, costs, and expenses" for the word "costs" in the fifth line of the subparagraph.

