

January 24, 2005

PROJECT MANUAL
FOR

**Renovations To
Edwards Warehouse
Cox Communications, Inc.
342 Edwards Avenue
Harahan , Louisiana 70123**

Project No. 9514

Mathes Brierre
A R C H I T E C T S

A Professional Architectural Corporation
201 St. Charles Avenue
Forty-First Floor
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INVITATION TO BID**SECTION 00020**

**PROJECT: Renovations To
Edwards Warehouse
Cox Communications, Inc.
342 Edwards Avenue
Harahan , Louisiana 70123
Project No. 9514**

BID DATE AND TIME: No later than 2:00 p.m. on **February 22, 2005**.

PROPOSALS:

Sealed proposals will be received in the offices of Mathes Brierre Architects, A Professional Architectural Corporation, 201 St. Charles Avenue, Forty-First Floor, New Orleans, Louisiana for furnishing all labor, materials, and equipment to complete the above-mentioned project in accordance with the Contract Documents.

Only Contractors, subcontractors and sub-subcontractors licensed by the State of Louisiana (RS: 2150-2163) at the time of document requisition by them, can obtain bid documents. The license number must be given to the Architect at the time documents are to be distributed.

The bids will be opened privately.

Pre-Bid Meeting: There will be a mandatory pre-bid meeting at **8:30 a.m.** on **February 11, 2005**, held at the warehouse building, which is the third building from Edwards Avenue on the right side.

Any bid received after the date and hour stated above will be returned unopened. No bid may be withdrawn after the closing time for receipt of bids for at least sixty (60) days. The Owner reserves the right to reject any and all bids and waive all informalities.

DEPOSITS FOR DRAWINGS AND PROJECT MANUALS:

Drawings, Project Manual and Proposal Forms may be obtained from the office of The Mathes Group, A Professional Architectural Corporation, 201 St. Charles Avenue, Forty-First Floor, New Orleans, Louisiana, for a deposit, for each complete set of Drawings and Project Manual of:

One Hundred Dollars and No/100ths (\$100.00)

The full deposit for the first set of documents will be refunded to each General Contractor who submits a bona fide bid. For all other sets of documents, including those for subcontractors and material suppliers, the amount deposited less cost of reproduction for each set will be refunded. The said refunds will only be made for complete sets of Documents returned in good condition within ten (10) days after date of opening bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS**SECTION 00100****QUALIFICATIONS OF BIDDERS**

Only the bids of Contractors licensed under Chapter 24 of the Louisiana State Legislature will be considered. The Bidder shall certify that he is licensed under R.S. 37:2150-2163, and show his license number on the Form of Proposal above his signature.

EXAMINATION OF BIDDING DOCUMENTS

Each bidder shall examine the bidding documents and site carefully and shall, not later than seven (7) days prior to the date of receipt of bids, make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an addendum by the Architect. Only interpretation or correction by addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.

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 seven days prior to the date for receipt of bids.

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

ADDENDA

Prior to receipt of bids, addenda will be forwarded to each person or firm recorded by the Architect as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose.

Failure of a Bidder to receive any addendum shall not release the Bidder from any obligations under this bid, provided said addendum was sent by telegram, or by U.S. Mail to the address furnished by the Bidder for transmittal by mail. Bidder shall further acknowledge receipt of all Addendum in the Form of Proposal and if not so indicated, the proposal will be rejected. Contractor is responsible to verify receipt of all addenda issued.

No addenda will be issued during the seventy two (72) hours immediately preceding the bid date and time.

DEFINITIONS

Definitions set forth in the "General Conditions" apply to the Bidding Documents, which include the "Invitation to Bid", the "Instructions to Bidders", the "Form of Proposal" and the proposed "Contract Documents".

Addenda are written or graphic instruments issued prior to the execution of the Contract, which modify or interpret the bidding documents, including Drawings and Project Manual, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents upon execution of the agreement.

PREPARATION OF BID FORM

Bids must be made out in writing and in figures using the unaltered Form of Proposal furnished by the Architect. Any other Form of Proposal or deviation furnished may render the bid informal and cause its rejection. The Bidder shall complete all blank spaces on his proposal form. Each bid must be placed in a sealed envelope addressed to the Owner.

All bids must be signed by the Contractor and, in case of a firm or corporation, the party signing the bid for said firm or corporation must file with bid legal evidence of his authority to sign said bid.

Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

PERFORMANCE AND PAYMENT BONDS

Performance and payment bonds are required for the work to be performed..

The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract

SUBMISSION OF BID

Sealed proposals will be received by the Owner at the time, date and place stated in the "Invitation to Bid".

Plainly mark on the outside of the envelope the name, Contractor's license number, and the address of the Bidder and the name of the contents. No Bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty days (60) after the time agreed upon for the receipt of bids.

BIDDERS REPRESENTATIONS

Each Contractor in submitting his bid represents that he has read and understood the Contract Documents and has visited the site and determined for himself all existing conditions visually discernible and/or reasonably inferrible from the Contract Documents or his particular knowledge of this particular type of project and has familiarized himself with the local conditions under which the work is to be performed; and he shall be responsible for same.

He shall also determine which laws and/or regulations will affect the prosecution of the Work and for which he will be responsible. His failure to do so shall not relieve him of the responsibility of carrying out the work outlined on the drawings or mentioned in the specifications.

He has compared the site with the Contract Documents and satisfied himself of the conditions of the site access, and all other matters that may be incidental to the work, before submitting his proposal. No allowance will subsequently be made to the successful Bidder by reason of any error or omission on his part due to his neglect in complying with the requirements of this article.

REJECTION OF BIDS

The Owner reserves the right to reject any and all bids and to waive any informalities incident thereto; and to award the contract on the lump sum base bid or any combination of alternate proposals as he sees fit.

EXECUTION OF CONTRACT

The Owner reserves the right to accept any bid, and to reject any and all Bids, or to negotiate contract terms with the various bidders, when such is deemed by the Owner to be in his best interest.

Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract.

PRIOR APPROVAL OF SUBCONTRACTORS

The bid proposal shall be based on the use of the approved subcontractors listed or prior approval as indicated below.

Should the Contractor desire to utilize subcontractors other than those specifically listed hereinafter, he must submit in writing, their names and qualifications at least seven (7) business days prior to the bidding date. Subcontractors who are subsequently approved shall be listed in an addendum item prior to the bid date. Requests for additional approval shall be entertained only from the General Contractor, and not from the various subcontractors who may desire approval.

Approved Painting and Drywall Subcontractors

All American Decorating Service, Inc.
Becnel & Associates
Buie Painting Co.
Commercial Painting Company, Inc.
Hardin Construction Company, Inc.
Interior Systems of Louisiana
King & Company, Inc.
Laneco Construction Services, Inc.
Byron Montz, Inc.
Ramco Construction, Inc.
Gordon Stewart
Strahan Painting Co.
Vairin Paint, Inc

Approved Flooring Subcontractors

Division 9

King & Company, Inc.

Modern Flooring & Interiors, Inc.

Paul Sita Company, Inc.

Sun Interiors

Craft Coswell

Approved Electrical Subcontractors

Walter J. Barnes Electric Co., Inc.

Fisk Electric Company

Frischhertz Electric Company, Inc.

Heritage Electric

H.T.E. Electric

MCC Electric

Northside Electric Company

Sharp Electric Company, Inc.

Specialty Construction Services

Approved Mechanical Subcontractors

Bremermann Mechanical, Inc.

Gallo Mechanical Contractors

Gootee Construction, Inc.

Industrial and Mechanical Contractors, Inc.

Mechanical Construction Company LLC

Towers Mechanical Contractors, Inc.

VAC Construction Company, Inc.

END OF SECTION

FORM OF PROPOSAL
(Submit in Duplicate)

Date:

**PROJECT: Renovations To
Edwards Warehouse
Cox Communications, Inc.
342 Edwards Avenue
Harahan , Louisiana 70123
Project No. 9514**

Dear Sir:

The undersigned, as Bidder, declares that he has examined the site and areas of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done, that he has examined the plans and specifications for the work and the contractual documents relative thereto, and that he has satisfied himself regarding the work to be performed.

Lump Sum Bid: The Bidder proposes and agrees, if this proposal is accepted, to contract with the Owner in the Standard Form of Contract, referred to in the specifications, to furnish all necessary materials, equipment, tools, apparatus, means of transportation, and labor necessary to complete the construction of the above-captioned project in full and complete in accordance with the shown, noted, described, and reasonably intended requirements of the plans and specifications and other contractual documents for the lump sum of _____

_____ Dollars (\$_____).

Alternates: In addition to the base bid, I (we) hereby quote the following alternate price to be added to the base bid price:

Alternate No. 1: Furnish and install new canopy at the rear of the building as indicated on the drawings.

Add the sum of _____ Dollars (\$_____), which does not change the Contract time.

Alternate No. 2: Furnish and install all data and telephone cabling as indicated on the drawings, homerunning the cabling and attaching to the backboard and/or patch panel in the Electrical Room. Provide adequate cabling length to extend to Owner furnished equipment in the room, for final connection by the Owner.

Add the sum of _____ Dollars (\$_____), which does not change the Contract time

Contract Time: The Bidder agrees, if awarded the Contract, he will commence work within ten (10) days after receipt of Notice to Proceed and complete all work embodied in the Contract within _____ consecutive calendar days from the date of the Notice to Proceed.

Addendum Receipt: I (or we) have received the following Addenda and have included their provisions in my Bid:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

This bid is made with the understanding that the right is reserved by the Owner to accept any or reject any and all bids and to waive all informalities to them.

It is further agreed that this bid may not be withdrawn for a period of sixty (60) days from the date of opening.

Performance and Payment Bond: The undersigned agrees, if awarded the Contract, to execute and deliver to the Architect prior to signing of the Contract, a satisfactory bond in the form attached, in an amount equal to the contract sum.

EMPLOYER'S REGISTRATION:

My employer's Registration/Number under the Social Security Act of the United States is _____

My employer's Registration/Number under the State of Louisiana is _____

NOTE: If the Bidder is a corporation, write state of incorporation under signature, and if a partnership, give full name of all partners.

Respectfully submitted,

Contractor's License Number

Contractor

By

CONTRACT AGREEMENT FORMS AND BONDS**SECTION 00500****CONTRACT AGREEMENT FORM:**

The "Contract For Construction" form, following this section, will be used. The basis of payment is a Stipulated Sum.

PERFORMANCE AND PAYMENT BONDS:

Prior to the Owner signing the Contract agreement, he will require the Contractor to furnish Performance and Payment Bonds covering the faithful performance of the Construction Contract Agreement. The Performance Bond and the Payment Bond shall each be made out in one hundred percent (100%) of the Contract amount. The Performance and Payment Bond shall be issued by a company approved by the Owner.

The Performance and Payment Bond Form shall be as bound herein. The bond shall be signed by an official of the bonding company and shall be accompanied by the bonding agent's written power of attorney in order that one copy of each may be attached to each copy of the Contract Agreement.

The Contractor shall include in his proposal amount the total premiums for the performance and payment bonds. He shall furnish to the Owner, along with his proposal, a certification by the bonding company, on the bonding company letterhead, stating that it will furnish the required bonds for the Contractor if said Contractor is awarded the job.

INSURANCE REQUIREMENT:

Refer to the "Supplementary Conditions" for description of the required insurance certificates. Provide five (5) copies each of insurance certificates in order that one copy may be attached to each copy of the Contract Agreement.

END OF SECTION

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