

INSTRUCTIONS TO BIDDERS

BUDGET: Approximate Amount of Funds Available for Construction is approximately **\$1,350,000.00.**

COMPLETION TIME:

The bidder shall agree to fully complete the contract within **365** consecutive calendar days, subject to such extensions as may be granted under Paragraph 8.3, in the General Conditions and the Supplementary Conditions, and acknowledges that this construction time will start on the date specified in the written "Notice to Proceed" from the Owner.

LIQUIDATED DAMAGES:

The Bidder shall agree to pay as Liquidated Damages the amount of Five Hundred Dollars (\$500.00) for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the completion date stated on the "Notice to Proceed".

Special Provision: This project is shall be a Sales Tax Exempt Project. The Contractor will be designated as an Agent of the Governmental Entity for the purposes of making sales tax exempt purchases on behalf of the governmental body. The contractor shall be required to complete the Louisiana Department of Revenue "Designation of Construction Contractor as Agent of a Governmental Entity and Exemption Certificate" .

ARTICLE 1

DEFINITIONS

- 1.1 The Bidding Documents include the following:
 - Advertisement for Bids
 - Instructions to Bidders
 - Bid Form
 - Bid Bond
 - General Conditions of the Contract for Construction,
 - AIA Document A201, 2007 Edition
 - Supplementary Conditions
 - Contract Between Owner and Contractor and Performance and Payment Bond
 - Affidavit
 - Change Order
 - Partial Occupancy
 - Recommendation of Acceptance
 - Other Documents (if applicable)
 - Specifications and Drawings
 - Addenda issued during the bid period and acknowledged in the Bid Form
- 1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- 1.3 Addenda are written or graphic instruments issued by the Architect prior to the opening of bids that modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.4 A bid is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
- 1.5 Base bid is the sum stated in the bid for which the bidder offers to perform the work described as the base, to which work may be added, or deleted for sums stated in alternate bids.
- 1.6 An alternate bid (or alternate) is an amount stated in the bid to be added to the amount of the base bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted.
- 1.7 A Bidder is one who submits a bid for a prime Contract with the Owner for the work described on the proposed Contract Documents.

- 1.8 A Sub-bidder is one who submits a bid to a Bidder for materials and/or labor for a portion of the work.
- 1.9 Where the word "Architect" is used in any of the documents, it shall refer to the Prime Designer of the project, regardless of discipline.

ARTICLE 2

PRE-BID CONFERENCE

- 2.1 A Pre-bid Conference shall be held at the project site at least 10 days before the date for receipt for bids. The Architect shall coordinate the setting of the date, time and place for the Pre-Bid Conference with the owner and shall invite in writing the owner, and all who have received sets of the bidding documents to attend. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Contract Documents, and to receive comments and information from interested Bidders.
- 2.2 Any revision of the Bidding Documents made as a result of the Pre-Bid Conference shall not be valid unless included in an addendum.

ARTICLE 3

BIDDER'S REPRESENTATION

- 3.1 Each Bidder by making his bid represents that:
1. He has read and understands the Bidding Documents and his bid is made in accordance therewith.
 2. He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.
 3. His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
 4. His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.
- 3.2 The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his bid. In the State of Louisiana, Revised Statutes 37:2150, et seq. will be considered, if applicable.

The Contractor shall be responsible for determining that all of his Sub-bidders or prospective Subcontractors are duly licensed in accordance with law.

ARTICLE 4

BIDDING DOCUMENTS

4.1 Copies

1. Bidding Documents may be obtained from Louisiana Digital Reproduction, 817 W. University Ave, Lafayette, LA 70506, (print@ladigital.biz) as stated in the Advertisement for Bids. For more information contact Rick Domas or Sam at 337-235-5081 or the office of the Architect, at 318-359-3732 (cell). The Prime Contractors submitting bids (Prime Bidders) for the project will be required to include in their bid price the cost of printing a sufficient number of complete sets of construction documents (bid documents including all addenda) necessary to perform the work involved. No other documents will be issued or paid for by the Owner.
2. Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. The Owner or Architect in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

4.2 Interpretation or Correction of Bidding Documents.

1. Bidders shall promptly notify the Architect of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents or of the site and local conditions.

2. 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.
3. 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.

4.3 Substitutions

1. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitutions shall be allowed after bidding.
2. No substitution will be considered unless written request for approval has been submitted by the Proposer and has been received by the Architect at least seven (7) working days prior to the date for receipt for bids. (RS38:2295C) Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cuts, performance and test data 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. It shall be the responsibility of the proposer to include in his proposal all changes required of the Contract Documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs that may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.
3. If the Architect approves any proposed substitution, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

4.4 Addenda

1. Addenda will be posted on the Louisiana Digital Reproduction Web Site and the Dodge Report and to all who are known to have indicated that they wish to receive addenda.
2. Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
3. The Owner shall have the right to extend the bid date up to (30) thirty days without the requirement of re-advertising. Any such extension shall be made by addendum issued by the Architect.
4. Each Bidder shall ascertain from the Architect prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt on the Bid Form.

ARTICLE 5

BIDDING PROCEDURE

5.1 Form and Style of Bids

1. Bids shall be submitted on the forms provided by the Architect.
2. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.
3. Bid sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.
4. The signer of the bid or his authorized representative must initial any interlineations, alteration or erasure.
5. Bidders are cautioned to complete all alternates should such be required in the Bid Form. Failure to submit alternate prices will render the proposal informal and shall cause its rejection.
6. Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.
7. The bid shall include the legal name of Bidder and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable under any of the following conditions:
 - a. Signature on bid is that of any corporate officer or member of a partnership or partnership in commendam listed on most current annual report on file with Secretary of State.
 - b. Signature on bid is that of authorized representative of corporation, partnership or other legal entity and bid is accompanied by corporate resolution, certification as to the corporate principal, or other documents indicating authority.
 - c. Corporation, partnership, or other legal entity has filed in the records of the Secretary of State, an affidavit, resolution or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. A bid submitted by an agency shall have a current Power of Attorney attached certifying agent's authority to bind Bidder. The name and license number on the envelope shall be the same as on the Bid Form.
8. On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R.S. 37: 2150-2173 and show his license number on the bid above his signature or his duly authorized representative.

5.2 Bid Security

1. No bid shall be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the base bid and all alternates.

The bid security shall be in the form of a certified check or cashier's check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a Bid Bond written by a surety company licensed to do business in Louisiana, signed by the surety's agent or attorney-in fact, and countersigned by a person who is under Contract with the surety company or bond issuer as a licensed agent in this State and who is residing in this State. The Bid Bond shall be written on the Bid Bond Form and surety must meet the qualifications stated therein. The Bid Bond shall be in favor of the **Claiborne Parish Library Board of Control** and shall be accompanied by appropriate power of attorney.

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 and Payment Bonds as required by these Contract Documents, within fifteen (15) days after written notice that the instrument is ready for his signature.

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, not as penalty.

2. 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.

5.3 Submission of Bids

1. The Bid shall be sealed in an opaque envelope. 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. The envelope shall contain only one bid form 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 the Owner 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, or express delivery, shall disqualify the bid.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof. Such bids shall be sent by Registered or Certified Mail, Return Receipt Requested, addressed to:

Denice Owens, President
Claiborne Parish Library Board of Control
909 Edgewood Dr..
Homer, Louisiana 71040

Bids sent by express delivery shall be delivered to:

Denice Owens, President
Claiborne Parish Library Board of Control
909 Edgewood Dr..
Homer, Louisiana 71040

2. 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.
3. Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
4. Oral, telephone or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope that have the effect of amending the bid. Written modifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

5.4 Modification or Withdrawal of Bid

1. A bid may not be modified, withdrawn or canceled by the Bidder during the time stipulated in the Advertisement for Bids, for the period following the time and bid date designated for the receipt of bids, and bidder so agrees in submitting his bid, except in accordance with R.S. 38:2214 which states, in part, "Bids containing patently obvious

mechanical, clerical or mathematical errors may be withdrawn by the Contractor if clear and convincing sworn, written evidence of such errors is furnished to the public entity within forty-eight hours of the Bid Opening excluding Saturdays, Sundays and legal holidays”.

2. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.
3. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.
4. Bid Security shall be in an amount sufficient for the bids as modified or resubmitted.

ARTICLE 6

CONSIDERATION OF BIDS

6.1 Opening of Bids

1. The properly identified Bids received on time will be opened publicly and will be read aloud, and a tabulation abstract of the amounts of the base bids and alternates, if any, will be made available to Bidders.

6.2 Rejection of Bids

1. The Owner shall have the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bidding Documents or a bid in any way incomplete or irregular.

6.3 Acceptance of Bids

1. It is the intent of the Owner, if he accepts any alternates, to accept them in the order in which they are listed in the Bid Form. Determination of the Low Bidder shall be on the basis of the sum of the base bid and the alternates accepted. However, the Owner shall reserve the right to accept alternates in any order that does not affect determination of the Low Bidder.

ARTICLE 7

POST-BID INFORMATION

7.1 Submissions

1. At the Pre-Construction Conference, the Contractor shall submit the following information to the Architect: A designation of the work to be performed by the Contractor with his own forces.
2. A breakdown of the Contract cost attributable to each item listed in the Schedule of Values Form (attached). No payments will be made to the Contractor until this is received.
3. The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.
4. A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilizes Louisiana Subcontractors, manufacturers, suppliers and labor.
If Louisiana Subcontractors, manufacturers, suppliers and labor will not be used for the project, the Contractor must provide detailed explanation as to why they will not be used.

7.1.2 The Contractor will be required to establish to the satisfaction of the Architect reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to such proposed Subcontractor's respective trades. The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers.

7.1.3 Subcontractors and other persons and organizations selected by the Bidder must be used on the work for which they were proposed and shall not be changed except with the written approval of the Owner and the Architect.

7.1.4 The lowest responsible bidder shall submit to the Architect and the Owner prior to award of the contract a letter/letters from the manufacturer stating that the manufacturer will issue the roof system guarantee complying with the requirements of the specifications based on the specified roof system and include the name of the applicator acceptable to the manufacturer at the highest level of certification for installing the specified roof system. This manufacturer shall be one that has received prior approval or is named in the specifications.

ARTICLE 8

PERFORMANCE AND PAYMENT BOND

8.1 Bond Required

- 8.1.1 The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under Contract with the surety as a licensed agent in this State and who is residing in this State, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000.00. However, a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the \$500,000.00 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholders' as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact and countersigned by a person who is under contract with surety as a licensed agent in this State, and who is residing in this State. The Bond shall be in favor of the **Claiborne Parish Library Board of Control**.

8.2 Time of Delivery and Form of Bond.

- 8.2.1 The Bidder shall deliver the required bond to the Owner simultaneous with the execution of the Contract.
- 8.2.2 Bond shall be in the form furnished by the Owner, entitled CONTRACT BETWEEN OWNER AND CONTRACTOR AND PERFORMANCE AND PAYMENT BOND, a copy of which is included in the Contract Documents.
- 8.2.3 The Bidder shall require the Attorney-in-Fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of Attorney.

ARTICLE 9

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

9.1 Form to be used.

- 9.1.1 Form of the Contract to be used shall be furnished by the Owner, a copy of which is bound in the Bidding Documents.

9.2 Award

- 9.2.1 Before award of the Contract, the successful Bidder shall furnish to the Owner a copy of a Disclosure of Ownership Affidavit stamped by the Secretary of State, a certified copy of the minutes of the corporation or partnership meeting that authorized the party executing the bid to sign on behalf of the Contractor.
- 9.2.2 In accordance with Louisiana Law, when the Contract is awarded, the successful Bidder shall, at the time of the signing of the Contract, execute the Non-Collusion Affidavit included in the Contract Documents.

END OF SECTION