

## ADVERTISEMENT FOR BIDS

Sealed bids are requested by The Roman Catholic Congregation of St. Charles Borromeo from an invited list of general contractors for the construction of the:

**Msgr. John N. Phuc Education Center  
Final Phase  
13396 River Road, Destrehan, LA  
Project No. CD 1705**

Bids will be received at the Building Office, Archdiocese of New Orleans, 7887 Walmsley Avenue, New Orleans, LA 70125 until **3:00 pm, Local Time Tuesday, October 6, 2009** at which time bids will be publicly opened and read aloud.

Complete Bidding Documents which include the Contract Documents may be obtained from the Architect, Campo Designs – Architects, 105 Ducayet Drive, Destrehan, LA 70047, (985) 764-8959 upon payment of a deposit of \$200.00 per set of documents. The deposit will be returned for the first set of documents to General Contractors. Half of the deposit will be returned for additional sets to General Contractors and for any set to a subcontractor.

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid and the additive alternates in the form of a certified check, cashier's check or bid bond.

**A Pre-bid Conference will be held on Wednesday, September 16, 2009 at 9:00am at the Parish Office of St. Charles Borromeo Church Parish, 13396 River Road, Destrehan, LA . Attendance at the Pre-bid Conference is Mandatory in order to submit a bid.**

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

St. Charles Borromeo Church Parish reserves the right to award the project on whatever basis is in the best interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

**Msgr. Harry Bugler, Pastor  
St. Charles Borromeo**

**Date: Monday, September 14, 2009**



## **SECTION 00100 – INSTRUCTION TO BIDDERS**

### **PROJECT IDENTIFICATION:**

**These instructions cover preparation and submittal of Bids for Construction of the Msgr. John N. Phuc Education Center – Final Phase, 13396 Hwy. 48 (River Road), Destrehan, LA, for the St. Charles Borromeo Catholic Church Parish and the Archdiocese of New Orleans, prepared by CAMPO DESIGNS – ARCHITECTS, 105 Ducayet Drive, Destrehan, LA 70047, including furnishing all materials, labor, tools and other facilities necessary, and performing all required work. To be considered, proposals must be in accord with these instructions.**

### **DOCUMENTS:**

**Documents for Bidding purposes are Drawings and project Manual entitled as above, dated September 11, 2009, all Architects' Job No. CD 1705 and any Addenda issued during the Bidding Period.**

**Bidding Documents may be obtained from the Architect under the terms and conditions set forth in the Invitation to Bid, or may be viewed at the location given in the Invitation to Bid.**

### **EXAMINATION OF DOCUMENTS AT SITE:**

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

### **SPECIAL PROJECT REQUIREMENTS:**

**Time: Time for completion of the Project shall be as set forth by the Contractor in the Proposal Form. The number of calendar days shall include Sundays and Holidays.**

**Bid Bonds: A 5% Bid Security shall be made payable to the Owner in the form of a certified or cashier's check drawn upon a bank insured by an agency of the Federal Government, or a Bid Bond naming the Bidder as Principal and executed by surety(ies) currently licensed in this State that qualify to write Bonds of the**

character and amount provided under LSA-R.S. 38:2218(B), and shall attach to the Bonds a certified copy of their power of attorney to sign Bid Bonds.

If a Bidder submits a certified or cashier's check as Bid Security, that Bidder also shall submit with its Bid a written certification by an acceptable surety stating that the Bidder will furnish the Labor and Material Payment Bond and the Performance Bond within the time frame specified below.

The Bid Security of the successful bidder will be retained until that bidder has submitted satisfactory minority participation documentation, has executed the Agreement and furnished the required Performance and Labor and Materials Payment Bond, and has delivered evidence of insurance. The furnishing of bonds and evidence of insurance shall be submitted at the contract signing, which shall be within 15 calendar days of the bid opening (unless this time is extended by the Owner).

If the successful bidder fails to provide the bonds and insurance within the time specified above, the bid Security of the Successful Bidder shall be forfeited to the Owner. If the Owner incurs any collection costs in the enforcement of the Bid Security requirement, the Successful Bidder and the Bidder's surety, if any, agree jointly and severally to reimburse all the attorney's, architects, engineers and others, court or hearing costs incurred with or without suit and interest.

Licensing Laws of the State of Louisiana must be complied with, whether Prime Contractor or Sub-Contractor. The Contractor **MUST SHOW** his License Number on the Bid and on the Envelope.

The Bidder's attention is directed to the fact that all applicable Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the construction of the Project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as thought written in full.

Bids may not be withdrawn for a period of Thirty (30) calendar days after the scheduled time for receiving bids.

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 the completion of the Contract, in accordance with the Supplementary Conditions.

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.

#### **INTERPRETATION OF DOCUMENTS:**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the meaning of any part of drawings, specifications, or other contract documents, he may submit to the Architect, not later than five (5) working days prior to date set for opening bids, a written request for an interpretation or clarification. Bidders shall act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be

in the form of an addendum duly issued. No alleged verbal interpretation or rulings will be held binding upon the Owner.

**ADDENDA:**

Interpretations, clarifications, additions, deletions, and modifications to Documents during the Bidding Period will be issued in the form of an Addenda and copy of such Addenda will be mailed, faxed or delivered to each person who has been issued a set of Bidding Documents and Contract Documents, and receipt of them shall be acknowledged on the Bid Form.

**PRIOR APPROVALS:**

The materials, products, and equipment described in the Bidding Documents established a standard of the required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless a written request for Prior Approval has been submitted by the Proposer and has been received by the Architect no later than twelve noon, five working days prior to receipt of bids. Each such request shall include the name of the material or equipment for which it is to substitute and a complete description of the proposed substitution including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth 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 substitution is upon the Proposer. The Architect's decision of approval or disapproval of a substitution shall be final.

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.

**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 cause rejection of Bid as informal.

**PREPARATION OF BIDS:**

Bids shall be submitted in duplicate forms furnished, or on copies thereof, and shall be signed in ink. Any bid on anything other than the 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. In a case of discrepancy between written and those given in figures, prices written shall be considered as the Bid. Failure to submit all required information will make the Bid irregular and subject to rejection. Bids shall be signed with the 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 Form in a sealed opaque envelope, addressed as follows:

**Msgr. Harry J. Bugler, Pastor  
The Roman Catholic Congregation of  
St. Charles Borromeo  
c/o Building Office Archdiocese of New Orleans  
7887 Walmsley Avenue, New Orleans, LA 70125**

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

<b>NAME OF BIDDER</b>	<b>LOUISIANA CONTRACTORS</b>
<b>NAME OF PROJECT</b>	<b>LICENSE NUMBER</b>

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

Submit bids by mail or in person prior to the time and not later than set forth by the Advertisement for Bids.

**MODIFICATIONS AND WITHDRAWAL OF BIDS:**

Bids may be withdrawn or modified upon written 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 Bid Opening. Negligence on the part of Bidder in preparing Bid confers no right for withdrawal of Bid after it has been opened.

**OPENING:**

Proposal shall be opened as announced in the Advertisement for Bids and the Invitation to Bid.

**SUBMISSION OF POST-BID INFORMATION;**

Upon request by Architect, selected Bidder, shall, within seven (7) days submit the following:

- 1. Statement of Cost for each major item of Work included in Bid.**
- 2. Designation of portions of work to be performed by Bidder with own forces.**
- 3. List of names of Sub-contractors or other persons or organizations (including those who are to furnish materials and equipment fabricated to special design) proposed for each portion of work as may be designed in bidding documents or as may be requested by Architect. Bidder shall be required to establish to satisfaction of Owner and Architect reliability and responsibility of proposed sub-contractors and suppliers' respective work.**

**Prior to award of Contract, Architect will notify Bidder in writing if either Owner or Architect, after due investigation, has reasonable and substantial objection to any person or organization proposed as Sub-contractor of Supplier by Bidder. If Owner or Architect has a reasonable and substantial objection to any such person or organization, Bidder may, at his option 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 substitute. If Bidder submits a substitution with an increase in Bid Price, Owner may, at his discretion, accept increased Bid Price or disqualify Bids an informal.**

**Sub-contractors and other persons and organizations proposed by the Bidder and accepted by the Owner and Architect must be used for portions of the work for which they were proposed and accepted except when changes are approved in writing by Owner and Architect.**

**AWARD:**

**Owner reserves the right to accept any or reject any and all Bids without compensation to Bidders and to waive irregularities and informalities. Right is reserved to award Contract on such basis as Owner may determine for his best interest, following review of bids by Architect and his recommendation.**

**Successful Bidder shall be required to enter into a Contract with Owner within the time period set forth in the Bid Form.**

**END OF SECTION 00100**



**SECTION 00350 - BID FORM**

**BUILDING CONSTRUCTION BID FORM**

\_\_\_\_\_, 2009

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

**(HEREAFTER CALLED A BIDDER) A \_\_\_\_\_**  
**(INDICATE BELOW)**

**CORPORATION/PARTNERSHIP/INDIVIDUAL DOING BUSINESS AS**

\_\_\_\_\_

**TO: The Roman Catholic Congregation of  
St. Charles Borromeo  
Msgr. Harry J. Bugler, Pastor**

**GENTLEMEN:**

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

**Msgr. John N. Phuc Education Center Final Phase  
St. Charles Borromeo Catholic Church Parish  
13396 River Road  
Destrehan, Louisiana**

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

**CAMPO DESIGNS – ARCHITECTS  
105 DUCAYET DRIVE  
DESTREHAN, LOUISIANA**

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

**BIDDER HEREBY AGREES TO COMMENCE WORK UNDER THIS CONTRACT ON  
OR BEFORE A DATE SPECIFIED WITHIN THE “NOTICE TO PROCEED” AND TO  
FULLY COMPLETE THE PROJECT WITHIN \_\_\_\_\_  
CONSECUTIVE CALENDAR DAYS THEREAFTER.**

**BIDDER FURTHER AGREES TO PAY LIQUIDATED DAMAGES AS SET FORTH IN CONTRACT DOCUMENTS SUPPLEMENTAL CONDITIONS, IN DEFAULT OF COMPLETING ALL WORK WITHIN THE PERIOD OF TIME STIPULATED ABOVE.**

**BIDDER, ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA**

**NO. 1 \_\_\_\_\_**

**NO. 2 \_\_\_\_\_**

**NO. 3 \_\_\_\_\_**

**BIDDER, IF NOTIFIED OF ACCEPTANCE OF HIS BID WITHIN THIRTY (30) DAYS OF TIME SET FOR OPENING OF BIDS, AGREES TO EXECUTE A CONTRACT FOR WORK ACCEPTED BY THE OWNER IN AN ACCEPTANCE NOTORIAL FORM.**

**BIDDER AGREES, IF AWARDED CONTRACT, TO EXECUTE AND DELIVER TO THE OWNER AT THE TIME CONTRACT DOCUMENTS ARE EXECUTED, SATISFACTORY PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND OR BONDS IN FORM(S) ACCEPTABLE TO THE OWNER; ALL IN AMOUNT EQUAL TO CONTRACT SUM.**

**IT IS UNDERSTOOD AND AGREED BY BIDDER THAT WORK TO BE PERFORMED AND PRICES FOR WHICH IT WILL BE PERFORMED, IN EVENT CONTRACT THEREOF IS AWARDED TO UNDERSIGNED BIDDER SHALL BE AS FOLLOWS:**

**COMPLETE: ALL IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS FOR:**

**Msgr. John N. Phuc Education Center Final Phase  
St. Charles Borromeo Catholic Church  
13396 River Road  
Destrehan, Louisiana**

**BASE BID:**

**LUMP SUM: \_\_\_\_\_**

**Dollars (\$ \_\_\_\_\_ ) which Sum is hereinafter called the "Base Bid"**

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

**ALTERNATE NO. 1: (Add Canopy Arcade and Bus Drop-off Covering)**

**LUMP SUM: \_\_\_\_\_**

**Dollars (\$ \_\_\_\_\_ ) which Sum is hereinafter called the "Add Alternate No. 1"**

ADDITIONAL TIME FOR ADD ALTERNATE NO. 1 \_\_\_\_\_

**ALTERNATE NO. 2: (Add concrete, re-steel and expansion joints as main surfacing of parking lot, in lieu of asphalt and applicable details as parking lot surface)**

**LUMP SUM:** \_\_\_\_\_

**Dollars (\$ \_\_\_\_\_) which Sum is hereinafter called the "Deduct Alternate No. 2"**

ADDITIONAL TIME FOR ADD ALTERNATE NO. 2 \_\_\_\_\_

**ALTERNATE NO. 3: (Add new toilet room to teacher's lounge 201, as shown)**

**LUMP SUM:** \_\_\_\_\_

**Dollars (\$ \_\_\_\_\_) which Sum is hereinafter called the "Add Alternate No. 3"**

ADDITIONAL TIME FOR ADD ALTERNATE NO. 3 \_\_\_\_\_

**UNIT COST NO. 1: Cost of additional clay tile roofing (per tile unit) \_\_\_\_\_  
\_\_\_\_\_ and per accessory pieces  
(capping) \_\_\_\_\_.**

**TIME OF COMPLETION:**

**Bidder hereby agrees the Contract Time shall commence from the date in a Notice to Proceed with work at the site, and shall substantially complete the work within ninety (90) consecutive calendar days or within the time as may be extended as provided in the Contract Documents and final completion within thirty (30) days of the Substantial Completion.**

**LIQUIDATED DAMAGES:**

**The Bidder agrees to pay as Liquidated Damages the sum of Three Hundred (\$300.00) Dollars for each consecutive calendar day for which the work is not**