

LIVE OAK
SPORTS COMPLEX
FOR
LIVINGSTON PARISH
RECREATION DISTRICT #2
WATSON, LA.

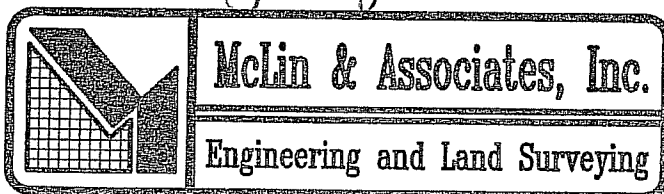
BOARD MEMBERS:

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KENNETH GRAVES, VICE CHAIRMAN
DEAN EVERETT, SECRETARY/TREASURER
ROGER MORRIS
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McLIN PROJECT NO. 2071405

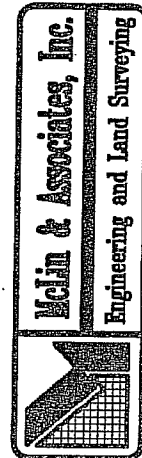
DATE: 09/14/2009

→ *Billy Jaylor*



28339 FROST ROAD LIVINGSTON, LA. 70754 (225)686-1444

SPECIFICATIONS FOR LIVE OAKS SPORTS COMPLEX



28339 FROST ROAD LIVINGSTON, LA. 70754 (225)686-1444

#6

SET NO.

INSTRUCTION TO BIDDERS

ARTICLE 1
DEFINITIONS

- 1.1 The Bidding Documents include the following:
Advertisement for Bids
Instructions to Bidders
Proposal Form
Bid Bond
General Conditions of the Contract
Supplementary Conditions
Special Conditions
Contract between Owner and Contractor
Affidavit
Non Collusion Statement
Detailed 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 Engineer prior to the opening of bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, corrections and prior approvals.
- 1.4 A bid is 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 in the proposed Contract Documents.
- 1.8 A Subbidder 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, the Engineer.

ARTICLE 2
BIDDER'S REPRESENTATION

- 2.1 Each Bidder by making his bid represents that:
- 2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.
- 2.1.2 He has visited the site and has familiarized himself with the local conditions under which the work is to be performed.
- 2.1.3 His bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
- 2.1.4 His bid is not based on any verbal instructions contrary to the Contract Documents and addenda.
- 2.2 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. for all public contracts will be considered, if applicable. The Contractor shall be responsible for determining that all of his Subbidders or prospective Subcontractors are duly licensed in accordance with the law.
- 2.3 The Bidder must be experienced in similar projects and shall have complete 2 similar projects over the past 5 years. The Bidder shall include these projects and references with his bid.

ARTICLE 3
BIDDING DOCUMENTS

- 3.1 Copies
- 3.1.1 Bidding Documents may be obtained from the Engineer for a deposit as sated in the Advertisement for Bids. The deposit will be refunded as stated in the Advertisement for Bids. No deposits will be refunded on Bidding Documents returned later than ten days after receipt of bids.
- 3.1.2 Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 The Owner or Engineer 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.
- 3.2 Interpretation or Correction of Bidding Documents
- 3.2.1 Bidders shall promptly notify the Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. **Failure of the contractor to notify Engineer of such findings shall be grounds for denial of a plan change for that omission. Obvious errors shall not be the basis for Plan Changes.**
- 3.2.2 Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Engineer, to reach him at least seven days prior to the date for receipt of bids.
- 3.2.3 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.
- 3.3 Substitutions
- 3.3.1 The materials, products and equipment described in the Bidding Documents establish standard of required function, dimension, appearance and quality to be met by and proposed substitution. The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of the article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to prospective bidders the general style, type, character, and quality of article desired.
- 3.3.2 No substitution will be considered for approval prior to bidding unless written request for approval has been submitted by the Proposer and has been received by the Engineer at least seven (7) days prior to the date for receipt of bids. 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 date 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 which may be necessary to modify the space of facilities needed to accommodate the materials and equipment approved.
- 3.3.3 If the Engineer approves any proposed substitution for approval prior to bidding, such approval will be set forth in addendum. Bidders shall not rely upon approvals made in any other manner.
- 3.4 Addenda
- 3.4.1 Addenda will be mailed or delivered to all who have picked up bidding documents from Engineer.
- 3.4.2 Copies of addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 Addenda shall not be issued within a period of seventy-two (72) hours prior to the advertised time for the opening bids; excluding Saturdays, Sundays, and any other legal holidays; however, if the necessity arises to issue an addendum modifying plans and specifications within the seventy-two hour (72) hour period prior to the advertised time for the opening of bids, then the opening of bids shall be extended exactly one week, without the requirement of readvertising.
- 3.4.4 The Owner shall have the right to extend the bid date by up to (30) thirty days without the requirement of readvertising. Any such extension shall be made by addendum issued by the Engineer.

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3.4.5 Each Bidder shall ascertain from the Engineer prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt of the Bid Form.

ARTICLE 4
BIDDING PROCEDURE

4.1 Form and Style of Bids

4.1.1 Bids shall be submitted on the forms provided by the Engineer.

4.1.2 All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written words shall govern.

4.1.4 Any interlineations, alteration or erasure must be initiated by the signer of the bid or his authorized representative.

4.1.5 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.

4.1.6 Bidder shall make no additional stipulations on the Bid Form nor qualify his bid in any other manner.

4.1.7 The bid shall include the legal name of Bidder and statement whether Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. 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.

4.1.8 On any bid in excess of fifty thousand dollars (\$50,000.00), the Contractor shall certify that he is licensed under R.S. 37: 2150-2163 and show his license number on the bid above his signature or his duly authorized representative. Contractors shall be licensed for the classification of "Building Construction". The Contractor and all Sub-contractors shall be fully qualified to conduct their portion of the work.

4.1.9 Bidders shall submit unit prices in the bid package as requested by Engineer for work that is not covered in this scope of work. The requested unit prices will be provided by the Engineer prior to bid date.

4.2 Bid Security

4.2.1 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, 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 and accompanied by appropriate power of attorney and in favor of the Livingston Parish Council. Bid security furnished by the Contractor shall guarantee that the Contractor will, within fifteen (15) days after written notice that the instrument is ready for his signature. Should the Bidder refuse to enter into such Contract of fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as penalty.

4.2.2 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.

4.3 Submission of Bids

4.3.1 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 the opening of bids. Later delivery of a bid for any reason, including later delivery by United States Mail, or express delivery, 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. 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, address to: Livingston Parish School Board, P.O. Box 1130, Livingston, LA 70754. Bids sent by express delivery shall be delivered to Livingston Parish School Board, Maintenance Department, 13909 Florida Blvd., Livingston, LA 70754.

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4.3.2 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.

4.3.3 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

4.3.4 Oral, telephonic or telegraphic bids are invalid and shall not receive consideration. Owner shall not consider notations written on outside of bid envelope which have the effect of amending the bid. Written notifications enclosed in the bid envelope, and signed or initialed by the Contractor or his representative, shall be accepted.

4.4 Modification or Withdraw of Bid

4.4.1 A bid may not be modified, withdrawn or canceled by the Bidder during this time stipulated in the Advertisement for Bids, for the period following the time and 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".

4.4.2 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.

4.4.3 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.

4.4.4 Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

ARTICLE 5

CONSIDERATION OF BIDS

5.1 Opening of Bids

5.1.1 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.

5.2 Rejections of Bids

5.2.1 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.

5.3 Acceptance of Bid

5.3.1 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 which does not affect determination of the Low Bidder.

5.3.2 Bids will be evaluated by the Owner based on cost, quality adaptability of the particular material to the use intended and delivery time of the material. The Owner reserves the right to reject any and all bids, waive informalities, and select the material that best suits his needs, whether the price is the lowest or not.

ARTICLE 6

POST-BID INFORMATION

6.1 Submissions

6.1.1 At the Pre-Construction Conference, the Contractor shall submit the following information to the Engineer.

6.1.1.1 A designation of the work to be performed by the Contractor with his own forces.

6.1.1.2 The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

6.1.1.3 A list of names and business domiciles of all Sub-contractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or

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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 shall utilize Louisiana Subcontractors, manufacturers, suppliers and labor for the Project, the Contractor must provide detailed explanation as to why they will not be used.

- 6.1.2 The Contractor will be required to establish the satisfaction of the Engineer the 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 supplier. The General contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's financial failure, abandonment of the project, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses cause by these events.
- 6.1.3 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 Engineer.

ARTICLE 7
PERFORMANCE AND PAYMENT BOND

7.1 Bond Required

7.1.1 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 countersigned by a person who is contracted with the surety company or bond issuer as an agent of the company or issuer as an agent of the company or issuer, and who is licensed as an insurance agent in this State, and who is residing in this State, in an amount equal to the 100% of the Contract amount. By issuing such Performance and Payment Bond, the surety acknowledges they are on the current U.S. Department of Treasury Financial Management Service List of approved bonding companies.

7.2 Time of Delivery and Form of Bond

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

7.2.2 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 8
FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 Form to be Used

8.1.1 Form of the Contract to be used shall be furnished by Livingston Parish School Board, a copy of which is bound in the Bidding Documents.

8.2 Award

8.2.1 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.

8.2.2 Before award of the Contract, the successful Bidder shall furnish to the Owner a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the bid to sign on behalf of the Contractor.

8.2.3 When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is duly executed.

8.2.4 At the Preconstruction Conference, the Contractor shall furnish a schedule of values for this project.

ARTICLE 9
COMPLETION TIME AND LIQUIDATED DAMAGES

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- 9.1 The completion of the Contract must be within the time stated on the Bid Form, subject to such extensions as may be granted under Article 12 "Change of the Contract Price; Change of Contract Times" in the General Conditions and the Supplementary Conditions, or the Contractor will be subject to pay to the Owner Liquidated Damages in the amount as stated on the Bid Form.

PROPOSAL FORM

Livingston Parish Recreation Dist. # 2
P.O. Box 54
Watson, LA 70786

**LIVE OAK SPORTS COMPLEX –
Gentlemen:**

Pursuant to and in compliance with the notice to bidders and the other documents relating thereto, the undersigned Contractor, having familiarized himself with the terms of the Contract, the conditions affecting the performance of the Contract, and with the plans and specifications and all other Contract Documents, hereby proposes and agrees to perform the Contract within the time hereinafter stipulated and to provide and furnish any and all labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all the work covered by the Contract in connection with the owner's project designated "**LIVE OAK SPORTS COMPLEX –NEW BALLFIELDS AND CONCESSIONS AND PAVEMENT AND DRAINAGE IMPROVEMENTS**" and with all addenda issued by the Owner's authorized representative for the following prices:

CONTRACTOR'S LICENSE # _____ acknowledges receipt of the following Addenda:
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

BID PROPOSAL: The Bidder hereby proposed to provide all labor, materials, tools, appliances, and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the above referenced project, all in accordance with the Contract Documents.

BASE BID: For all work required by the Contract Documents for Live Oak Sports Complex, LA HWY 16, Watson, Louisiana, for the lump sum of: _____ Dollars (\$) _____)
The above prices include all applicable taxes.

ALTERNATE NO. 1: For all labor, materials, tools, appliances, and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the Pedestrian Walking Path Lighting and the Parking Lot Lighting as designated in the construction documents. Add to the base bid the lump sum of: _____ Dollars (\$) _____)
The above prices include all applicable taxes.

ALTERNATE NO. 2: For all labor, materials, tools, appliances, and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the Perimeter Parking Spaces around the ballpark loop road as designated in the construction documents. Add to the base bid the lump sum of: _____ Dollars (\$) _____)
The above prices include all applicable taxes.

COMPLETION TIME: The Bidder hereby agrees to commence work under the Contract on a date specified in a written "Notice to Proceed" by the Livingston Parish Recreation District # 2 and to fully complete the project within 165 consecutive calendar days thereafter, or within the time as may be extended as stipulated in the Contract Documents.

LIQUIDATED DAMAGES: The Bidder hereby also agrees to pay as Liquidated Damages the sum of **FIVE HUNDRED DOLLARS AND NO/100** Dollars (\$500.00) for each consecutive calendar day which the work is not complete beginning with the first day beyond completion time stated above.

AWARD AND EXECUTION OF CONTRACT: When the Bidder is notified of the acceptance of the bid, he agrees to execute a Contract for the work accepted, in the Standard Contract for the Owner, within (10) days after notice from the Livingston Parish Recreation District #2 that the instrument is ready for

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signature. If awarded the Contract, the bidder agrees to execute, file in Livingston Clerk of Court's Office and deliver to the Livingston Parish Recreation District #2, McLin & Associates, Inc. the "Contract between Livingston Parish Recreation District #2 and Contractor," a copy of which is bound in the Contract Documents.

REJECTION BIDS: The Bidder understands that the Livingston Parish School Board reserves the right to reject any or all bids and waive any informality in the bidding.

WITHDRAWAL OF BIDS: The Bidder agrees that this Bid shall be good and may not be withdrawn at any period of thirty (30) calendar days after the scheduled closing time for receiving bids. This Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

LICENSE CERTIFICATION: The Bidder certifies that he meets all licensing requirements of this State and is duly and currently licensed to do the work.

THIS PROPOSAL IS SUBMITTED BY:

If Individual: _____
(Signature of Individual)

If Partnership: _____
(Print Name of Partnership)

By: _____
(Print Name Here) (Signature) (Title)

If Corporation: _____
(Print Name of Corporation)

By: _____
(Print Name Here) (Signature) (Title)

Name & Address of Bidder:

to which address notice of acceptance should be mailed, telegraphed or delivered.

NONCOLLUSION STATEMENT

A sworn statement (affidavit) or unsworn statement (declaration) shall be submitted with the bid certifying that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken action in restraint of free competitive bidding in connection with this project.

The sworn statement shall be in the form of the Noncollusion Affidavit indicated below, executed and sworn to by the bidder before persons authorized by laws of the State to administer oaths.

The unsworn statement shall be in the form of the Noncollusion Declaration indicated below, executed by the bidder.

The original of the sworn or unsworn statement shall be submitted with the bid.

**Noncollusion Affidavit
(Sworn Statement)**

NAME OF PROJECT	LIVE OAK SPORTS COMPLEX
PARISH	Livingston Parish
Name of Individual, Partnership or Corporation	

certify that I (we) have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for this project.

Name of Individual, Partnership or Corporation	
Signed	
Typed or Printed Name	
Parish or County	
State of	

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission expires the _____ day of _____, 20__.

Notary Public