

PROP Phase III Housing – Scattered Sites

INSTRUCTIONS TO BIDDERS

1. All bidders will be contracted directly with DeStefano & Associates, Inc., 2456 Lafayette Road, Portsmouth, NY 03801 – Construction Manager. See contract documents for the applicable construction manager contract.
2. At the time of the opening of proposals, each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the plans and contract documents, including all addenda. In order to receive any addenda, bidders are asked to record their contact information with the appropriate plan depository. Addenda's will then be faxed upon release. If bidders are unavailable by fax they are to make arrangements with the appropriate plan depository for notification. The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve the bidder from any obligation in respect to his proposal. The owner reserves the right to accept or reject any or all proposals as may best serve the interest of the owner.
3. Bids are to be received at the **owner's office** to the attention of: DeStefano & Associates **c/o PROP, 510 Cumberland Avenue, Portland, Maine 04101** until February 4, 2005 at 1:00 PM. Two original copies are required. Bids will be collated then read aloud and recorded. The construction manager will then review the bids and will then notify the selected subcontractor and vendors. Faxed bids are not acceptable.
4. The owner reserves the right to reject, with or without cause, any or all proposals submitted, to waive any informalities therein, or to accept any proposal where it may appear to be in the owner's best interest.
5. No proposal may be withdrawn during a period of ninety (90) calendar days immediately following the opening thereof.
6. Proposals shall be clearly written in full without erasures or deletions. No exceptions or qualifications of the proposal will be accepted. Subcontractors and vendors shall include all sales and use taxes, inspection or subcontractor permit fees.
7. Proposals shall be signed by an officer of the company. The title of the officer must be stated.
8. No contract may be assigned, sublet or transferred without the written consent of the owner.
9. Selected subcontractors may be required to furnish a 100% contract performance bond and a 100% contract payment bond for contracts in excess of \$100,000 to cover the execution of his contract.
10. Subcontractors may be required to furnish a statement of their business experience, record of accomplishments and financial responsibility at the discretion of the owner.
11. The owner shall retain ten percent (10%) of each payment due the construction manager and subcontractors through 50% of the project as outlined in the schedule of values, as part security for the fulfillment of the contract by the construction manager. Subsequent to 50% of project completion, retainage will be reduced to 0% of each payment, for a net of five (5%) to the project completion.
12. The proposal shall be based on the materials, methods, equipment and products as specified. Any materials, methods, equipment or products not herein specified, but deemed worthy of consideration by any subcontractor, may be introduced by a separate letter attached to his

proposal. He shall state the cost comparison with the specified materials, methods, equipment or products and the reason for the suggested substitution.

It shall be understood by the subcontractor that the attached letter describing the proposed change will not be used in determining the low subcontract proposal submitted unless the subcontractor shall have submitted their list to the architect/engineer ten (10) days prior to the date set for the receipt of their respective proposals and shall be received written approval by the architect/engineer.

13. Requests for information should be directed through **TFH Architects in writing** (fax @ 773-0194, by hand or email @ dam@tfharchitects.com). All RFI's will be responded to in Addendum form, no direct answers will be given. All RFI's are to be submitted 3 days prior to the bid due date in order to assure an adequate response time.
14. OSHA – Safety Regulations. This project is subject to compliance with all requirements of the Occupational Safety and Health Administration, Volume 36, No. 105 of the Federal Register; U.S. Department of Labor published Saturday, May 29, 1971, as amended.
15. Any proposal that contains an escalation clause will be invalid.
16. Each bid in excess of \$100,000 shall be accompanied by a bid bond issued by a responsible bonding company licensed in the State of Maine and made payable to the *Peninsula Community LP III* in the amount equal to not less than 5% of the bid amount. Should the successful bidder fail to enter in to a contract in accordance with his bid, his bid bond will be retained by the *Peninsula Community LP III*.
17. Subcontractors and vendors are responsible for reviewing the complete bid package. This includes but is not limited to: drawings, project manual, geotechnical engineering services reports and addenda.
18. Schedule: Included herein.
19. See attached advertisement for plan room locations where documents can be purchased or viewed.
20. Liquidated damages: The construction manager and the construction manager's surety, if any shall be liable for and shall pay the owner the sums hereinafter stipulated as liquidated damages for each calendar week or delay after the date established for substantial completion in the contract documents until the work is substantially complete will be \$969.
21. There is no sales tax exemption on this project.
22. Bidders shall provide pricing for entire project, Portland only (Anderson & Cumberland) and Westbrook only (North St buildings). The owner/CM may choose different subs for the two location based on evaluation of capacity and cost.