

INSTRUCTIONS TO CONSTRUCTION MANAGER
AND BIDDING SUB-CONTRACTORS

1. RECEIPT AND OPENINGS OF BIDS

- A. Bids for construction of the **63 Marginal Way, Multi-Tenant Office Building** will be received by:

Bayside Ventures, LLC
c/o Hebert Construction
9 Gould Rd.
Lewiston, ME 04240
Tel: (207) 783-2091
Fax: (207) 782-4938

until 12:00 noon prevailing local time on **Tuesday, December 20, 2005** at which time they will be reviewed and compiled by the construction manager. Construction Manager to provide a summary of bid results for owner review.

2. PREPARATION OF SUBCONTRACTOR PROPOSALS

- A. Refer to instructions by Construction Manager.

3. BID DOCUMENTS

- A. Full and complete sets of drawings and specifications will be available for purchase by subcontractors at Am-At-Uer Service, 231 Oxford Street, Portland, ME 04101, (207) 772-7006. A Purchase Log will be maintained by Am-At-Uer Service, upon order of all plans and specifications. Bidders will be notified by the Construction Manager of all future communications, including Addenda, that will be available at Am-At-Uer Services. It is the contractors' responsibility to coordinate inclusion on the Purchase Log.

4. ADDENDA AND INTERPRETATION

- A. No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation is suggested to be in writing for the best clarity to the bidders' requests. Requests should be made in writing, FAXED to:

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and to be given consideration must be received at least three (6) days prior to the date fixed for the opening bids. Any and all such interpretations and supplemental instructions, if deemed appropriate, will be in the form of written addenda to the plans and specifications prepared by CWS Architects which, if issued, will be made available to all registered bidders on the Purchase Log by means of a NOTICE by the Construction Manager no later than one (3) days prior to the date fixed for submission of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. It is the

responsibility of the bidder to verify extent of all Addenda from the Construction Manager.

5. CONSTRUCTION BONDS.

- A. Construction Manager: 100% Performance Bond and Payment Bond
- B. Subcontractors: At the discretion of the Construction Manager

7. DAYS AND HOURS OF WORK

- A. The Contractor shall coordinate with the Owner and the local municipality regarding the hours of work and shall make such arrangements with his employees as not to conflict with the Wage and House Laws of the State and the United States of America. Be it further understood that, if in the opinion of the Owner and Architect, the work is not progressing fast enough to insure completion by the date set, the Contractor will be required to work such additional shifts and overtime as, in the opinion of the Owner and the Architect, is necessary to complete the work on the required date without extra cost to the Owner.

8. OBLIGATION OF BIDDERS

- A. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument, or documents shall in no way relieve any bidder from any obligation in respect to his bid. The bidder also is assumed to have reviewed the various installation requirements.

9. TIME OF COMPLETION

- A. The Construction Manager shall prosecute the work continuously until completion. The rate of progress shall be at least that shown on the Schedule of Progress which shall not be less than that indicated below.
- B. Schedule for Construction: To be established by the Construction Manager.

10. SPECIAL CONSIDERATIONS

- A. **Bayside Ventures, LLC** anticipates an immediate construction start date of between December 15th, 2005 and January 1st, 2006 and a substantial completion date no later than (10) eight months following issuance a notice to proceed. The actual construction schedule for subcontractors shall be established by the General Contractor.
- B. **Bayside Ventures, LLC** intends to enter into a construction contract with the construction manager/general contractor. The construction contract will include a retainage equal to 10% of the construction contract cost and may be reduced at the owner's discretion when the amount of retainage equals 5% of the total contract value, including any subsequent change orders.

...END OF SECTION