

SECTION 00100 - INSTRUCTIONS TO BIDDERS

Proposals to be entitled to consideration must be made in accordance with the following:

AMERICAN INSTITUTE OF ARCHITECTS, DOCUMENT A701 - 1978 EDITION

1. The AIA Document A701. "Instructions to Bidders" is herewith incorporated into this Section of the Specifications to the extent that it is not a variance with the remainder of the Section following this paragraph. Wherever such variance may occur, AIA Document A701 does not apply.
2. **PROJECT IDENTIFICATION**
 - 2.1 Construction work identified as follows: Retail 2 and Retail 3, Pine Tree Shopping Center, 1030 Brighton Avenue, Portland, Maine, as further described in the Contract Documents.
3. **DOCUMENTS**
 - 3.1 One complete set of drawings and specifications may be obtained at the office of Port City Architecture for each Bidder without cost. Additional sets may be obtained by any Bidder at the cost of reproduction. No partial sets will be distributed. Additional sets at cost may be obtained directly from:

Express Copy
4. **EXAMINATION OF DOCUMENTS AND SITE**
 - 4.1 Before submitting a proposal, the Bidders are required to carefully examine the Contract Documents, visit the site, read the Geotechnical Report, note existing conditions and note all such conditions and limitations affecting the work to be performed under this Contract.
 - 4.2 By submitting a proposal, the Bidder agrees that he will not make any claim for damages or additional compensation because of lack of information or because of any misinterpretation of the requirements of the Contract.
 - 4.3 The Owner, Sebago Technics, Inc., and R.W. Gillespie & Associates, Inc. (Soils Engineer), make no representations regarding character or extent of soil or other subsurface condition and/or utilities which may be encountered during work. Subsoil formations, including water levels, included in reports have been interpolated from completed borings, correctness of which is not guaranteed.
 - 4.4 Bidder shall be aware that this project is being bid as "unclassified" and as such the Bidder shall make his own deductions of subsurface conditions which may affect

methods or cost of construction. Bidder may request written permission to make investigation of the existing soil for whatever purpose he may desire.

5. INTERPRETATION OF CONTRACT DOCUMENTS

- 5.1 Any and all questions by Bidders regarding discrepancies in or omissions from the Contract Documents or interpretations shall be submitted to the Architect in writing or by email, with a copy to the Construction Manager not less than 48 hours prior to bid due date. The Architect will clarify and answer all questions by Addendum during bidding period and by Revision after award of Contract. Architect contact is:

Port City Architecture
65 Newbury St.
Portland, ME 04101
Tel: (207) 761-9000
Fax: (207) 761-2010
Email: john@portcityarch.com

- 5.2 Addenda will become part of the Contract Documents when the Construction Contract is executed.
- 5.3 Neither the Owner nor the Architect will be responsible for any oral instructions.

6. BASIS OF PROPOSAL

- 6.1 It shall be the responsibility of the Contractor to provide each of his respective Subcontractors with information, and all drawings and specifications affecting the Scope of Work proposed to be bid in order to ensure comprehensive information to all parties.

7. DUPLICATION OF ITEMS OF WORK

- 7.1 Where items of work have been duplicated in portions of the drawings and specifications, it will be assumed that the Bidders concerned have included the duplicated items in their bid, unless the Engineer has been notified, in writing, prior to submittal of bids that duplication exists and the Engineer issued instructions to establish limits of work and allocation of responsibility.
- 7.2 In the event that the Engineer does not receive notification pertaining to duplication of items prior to bidding and such duplications do occur after submittal of bid, the Engineer shall then assign the duplicated items of work to one of the parties, and the Owner shall then be entitled to full credit for the items of work from the other party.

8. PREPARATION OF BIDS

- 8.1 Proposals shall be completed, as called for in the Form of Proposal, without alterations, erasures or corrections.
- 8.2 Bids containing conditions, omissions, alterations, items not called for or irregularities of any kind may be rejected for failure to comply with the requirements stated herein.
- 8.3 Include the full business address of the Bidder. Signature shall be both handwritten and typed. Partnerships must sign the proposal. In case of a proposal submitted by a Corporation, the proposal shall be signed by an officer duly authorized to sign on behalf of the Corporation.

9. SUBMISSION OF BIDS

- 9.1 Proposals must be made in accordance with the following instructions and according to the format provided in Form of Proposal, and must be fully completed.

10. RECEIPT OF PROPOSAL

- 10.1 Bids shall be submitted in duplicate. All blank spaces shall be filled in.
- 10.2 Owner will receive faxed proposals until 2:00 p.m. on Friday, March 4th, 2005 (with originals to be sent by overnight delivery to arrive on Monday 3/7/05) in the office of Packard Development, One Wells Avenue, Newton, Massachusetts, Attn: Howard Mintz, Fax No. 617/965-2519, at which time they will be privately opened. Proposals received after the time designated will not be accepted.
- 10.3 Bid opening shall be private, and no award shall be made on the date of bid opening.
- 10.4 Owner does not obligate himself to accept the lowest or any other bid.

11. BID SECURITY

- 11.1 Each Bidder shall accompany his proposal with a bid guarantee in the form of a Cashier's Check, a Certified Check, or a Bid Bond secured by a guarantee company or surety company licensed to operate in the State of Maine, in the amount of five (5%) percent of his bid.
- 11.2 This bid guarantee shall ensure the execution of a Contract, and the furnishing of a Performance Bond and a Labor and Materials Payment Bond should such bonds be required by the Owner, and shall be in effect for 60 days after Owner's receipt of bid.
- 11.3 Bid guarantees of the unsuccessful Bidders will be returned as soon as practicable

12. ACCEPTANCE OF CONDITIONS

- 12.1 Submission of a Bid Proposal will be considered by the Owner as acceptance by the Bidder of all requirements and stipulations contained in the drawings and specifications, and conditions at the jobsite.
- 12.2 Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify withdraw or cancel his bid or any part thereof for 60 days after the time designated for receipt of bids in the Advertisement or Invitation to Bid.

13. RESPONSIBILITIES

- 13.1 Above outline of Bid Procedure does in no way limit the responsibility of the Bidder to perform all work and to furnish all plant, materials and equipment required by the contract drawings and specifications.

14. DEFINITIONS

- 14.1 All definitions set forth in the General Conditions of the Contract for Construction, as amended per Supplemental Conditions, are applicable to these Instructions to Bidders.
- 14.2 Bidding documents include the advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.
- 14.3 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications or corrections.

15. BIDDER'S REPRESENTATION

- 15.1 Each Bidder by making his bid represents that he has read and understands the bidding documents.
- 15.2 By submitting a proposal, the Bidder agrees he has examined the Contract Documents, has visited the site, noted all conditions and limitations affecting the work and fully understands the nature of the work, and general and local conditions.

16. REJECTION OF BIDS

- 16.1 Bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required bid security, or to submit the bid on the date required by the Bidding Documents, or if the bid is in any way incomplete -or irregular.

16.2 Any bid received after the time and date specified will not be considered. No Bidder may withdraw a bid within sixty (60) days after the action date of the opening thereof.

17. COMPLIANCE WITH CODES, ETC.

17.1 All Bidders will be required to adhere to Federal, State, and Local Codes, rules, regulations, procedures, advisories, etc., as well as all codes, rules, regulations, etc., of any group, governing body, or authority having jurisdiction over the project.

18. SAFETY REQUIREMENTS

18.1 All Bidders shall be required to comply with the provisions of the "Construction Safety Act" and the "Occupational Safety and Health Act of 1970" and all additions and revisions thereto, to the extent that the provisions and standards thereof affect the work of this project, as well as all other applicable Federal, State and Local requirements.

19. QUALIFICATIONS OF BIDDERS

19.1 Owner may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. Owner reserves the right to reject any bid if evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Confidential bids will not be accepted.

--- END OF SECTION --