AdvantageME CT#

**State of Maine**

**CONSTRUCTION CONTRACT**

**Large Construction Project**

*This form is used when the Contract value is $50,000 or greater.*

*The Project Manual, Specifications and Drawings, and any Addenda are considered part of this Contract.*

Agreement entered into by and between the ***contracting entity name*** hereinafter called the ***Owner***and ***Contractor company name*** hereinafter called the ***Contractor***.

BGS Project No.: ***number assigned by BGS*** Other Project No.:

For the following Project: ***title of project as shown on bid documents*** at ***facility or campus name***, ***municipality***, Maine.

The Specifications and the Drawings have been prepared by ***Consultant firm name***, acting as Professional-of-Record and named in the documents as the Consultant Architect or Engineer.

The *Owner* and *Contractor* agree as follows:

**ARTICLE 1   COMPENSATION AND PAYMENTS**

**1.1** The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the Work described in the Specifications and shown

on the Drawings the Contract Amount as shown below.

|  |  |
| --- | --- |
| Base Bid | *$0.00* |
| *Alternate Bid number and name or "no Alternates"* | *$0.00* |
| *Alternate Bid number and name or "no Alternates"* | *$0.00* |
| *Alternate Bid number and name or "no Alternates"* | *$0.00* |
| *Alternate Bid number and name or "no Alternates"* | *$0.00* |
| *Alternate Bid number and name or "no Alternates"* | *$0.00* |
| **Total Contract Amount** | ***$0.00*** |

**1.2** The Contractor’s requisition shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.

**1.2.1** Payments are due and payable twenty-five working days from the date of receipt of a Contractor requisition which is approved by the Owner.

**1.2.2** Provisions for late payments are governed by 5 M.R.S. Chapter 144, *Payment of Invoices Received from Business Concerns*, and interest shall be calculated at 1% per month.

**ARTICLE 2 COMMENCEMENT AND COMPLETION DATES**

**2.1** The Work of this Contract shall commence no sooner than the date this document is executed by the approval authority, or a subsequent date designated in the contract documents.

**2.2** The Substantial Completion Date shall be .

**2.3** The Work of this Contract shall be completed on or before the Contract Final Completion Date of .

**2.4** The Contract Expiration Date shall be . (This date is the Owner's deadline for internal management of contract accounts. The Contract Expiration Date does not directly relate to any contract obligation of the Contractor.)

**ARTICLE 3 INELIGIBLE BIDDER**

**3.1** By signing this contract the Contractor attests that it has not been declared ineligible to bid on State of Maine projects.The Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor or any of its Subcontractors, through their own fault, have been terminated, suspended for cause, debarred from bidding, agreed to refrain from bidding as part of a settlement, have defaulted on a contract, or had a contract completed by another party.

**3.2** By signing this contract the Contractor attests that it is not presently indicted for or otherwise criminally or civilly charged by a Federal, State or local government entity with commission of any of the following offenses and has not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction, or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

**3.3** The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

**ARTICLE 4 CONTRACTOR’S RESPONSIBILITIES**

1. On this project, the Contractor furnish the Owner the appropriate contract bonds in the amount of 100% of the Contract Sum. Contract bonds are mandated if the Contract Sum exceeds $125,000, or if bonds are specifically required by the Contract Documents.
2. The Contractor shall comply with all laws, codes and regulations applicable to the Work.
3. The Contractor shall acquire all permits and third-party approvals applicable to the Work not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals shall be included in the Contract Sum identified in Section 1.1 above.
4. The Contractor shall remain an independent agent for the duration of this Contract, shall not become an employee of the State of Maine, and shall assure that no State employee will be compensated by, or otherwise benefit from, this Contract.
5. The Contractor shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors or omissions of the Contractor or their Subcontractors in the performance of Work under this Contract.

**ARTICLE 5   OWNER'S RESPONSIBILITIES**

1. The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.
2. By signing this contract, the Owner attests that all State of Maine procurement requirements for this contract have been met, including the solicitation of competitive bids.

**ARTICLE 6   INSTRUMENTS OF SERVICE**

1. The Contractor’s use of the drawings, specifications and other documents known as the Consultant’s Instruments of Service is limited to the execution of the Contractor’s scope of work of this project unless the Contractor receives the written consent of the Owner and Consultant for use elsewhere.

**ARTICLE 7 MISCELLANEOUS PROVISIONS**

1. This Contract shall be governed by the laws of the State of Maine.
2. The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract as a whole without written consent of the other party, which consent the Owner may withhold without cause.
3. Notwithstanding any other provision of this Agreement, if the Owner does not receive sufficient funds to fund this Agreement or funds are de-appropriated, or if the Owner does not receive legal authority from the Maine State Legislature or Maine Courts to expend funds intended for this Agreement, then the Owner is not obligated to make payment under this Agreement; provided, however, the Owner shall be obligated to pay for services satisfactorily performed prior to any such non-appropriation in accordance with the termination provisions of this Agreement. The Owner shall timely notify the Contractor of any non-appropriation and the effective date of the non-appropriation.

**ARTICLE 8 CONTRACT DOCUMENTS**

1. The Project Manual, Specifications and Drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated.
2. Specifications: ***indicate date of issuance of project manual***
3. Drawings: ***note here or attach each sheet number and title***
4. Addenda: ***note each addenda number and date, or "none"***

BGS Project No.:

The Contract is effective as of the date executed by the approval authority.

|  |  |  |
| --- | --- | --- |
| OWNER |  | CONTRACTOR |
|  |  |  |
| Signature Date |  | Signature Date |
| name and title |  | name and title |
|  |  |  |
| name of contracting entity |  | name of contractor company |
| address |  | address |
|  |  |  |
|  |  |  |
|  |  |  |
| telephone |  | telephone |
| email address |  | email address |
|  |  | Vendor Number |

*Indicate the names of the review and approval individuals appropriate to the approval authority.*

|  |  |  |
| --- | --- | --- |
|  | | |
| **Reviewed by:** |  | **Approved by:** |
|  |  |
| *Signature Date* | *Signature Date* |
| *insert name* | *John Kenney, P.E.* |
| *Project Manager/ Contract Administrator* | *Director, Planning Design and Construction Division (PDCD)* |