



ADDENDUM NO. 2

1903 / KVCC CARTER HALL ELEVATOR MODERNIZATION

Lewis + Malm Architecture

21JUN2019

This Addendum forms a part of the contract documents. It modifies them as follows:

DISCIPLINES: Structural, Architecture, Mechanical, Electrical

CLARIFICATIONS:

Pre-BID The following General Contractors (GC'S), attended the Mandatory Pre-Bid Walk-Through held on 20JUN2019 at KVCC Carter Hall. Only these four (4) GC's are the only qualified bidders for this project:

1. Nickerson & O'Day, Inc. 207.989.7400
2. Nichols Construction Company 207.947.0048
3. Ralph McNaughton Construction 207.368.5647
4. Blane Casey Building Contractor, Inc. 207.622.5600

The Pre-Bid Walk-Through was not mandatory for Sub-Contractors (SC's). The following three (3) SC's attended:

1. Eagle Elevator 207.238.0613
2. Stanley Elevator 800.258.1016
3. Travers Electric 207.474.5829

Completion Date The Owner has agreed to extend the contract completion date to Friday, 20. December, 2019 (see below).

Electrical Works The GC is responsible to coordinate between their Elevator Sub-Contractor and Electrical Sub-Contractor regarding all electrical works that are indicated and specified to be provided.

DRAWINGS: NO ADJUSTMENTS

SPECIFICATIONS:

00 11 13 REVISE text reading "Friday, 18. October, 2019", TO READ "Friday, 20. December, 2019".

00 52 13 DELETE in its entirety (as per ADDENDUM #1).

00 52 13 ADD the attached document in its entirety (revised completion date).



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14 21 11 PARA 1.07 QUALITY ASSURANCE under item A. ADD the following elevator manufacturer: 6. Eagle Elevator Company (Smartrise)

14 21 11 PARA 2.01. MANUFACTURERS under item A. ADD the following elevator manufacturer: 6. Eagle Elevator Company (Smartrise)

END OF ADDENDUM NO. 2

**State of Maine
CONSTRUCTION CONTRACT**

Large Construction Project

(Contract value \$50,000 or greater. Contract includes Project Manual, Specifications and Drawings)

Agreement entered into by and between the State of Maine through the insert contracting entity name hereinafter called the **Owner** and insert Contractor company name hereinafter called the **Contractor**.

BREM Project No.: insert number assigned by BREM (not the PIP number)
Other Project No.: _____

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

The Specifications and the Drawings have been prepared by 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	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
<u>Alternate Bid number and name or "no Alternates"</u>	<u>\$0.00</u>
Total Contract Amount	<u>\$0.00</u>

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 will be 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 TIME OF COMPLETION

2.1 The Work of this Contract shall be completed on or before the Final Completion date of **20. December, 2019.**

The following abbreviated definitions are for reference only, see Section 00 71 00 *Definitions* for actual definitions.
Substantial Completion: date of first beneficial use by the Owner.
Final Completion: the Contractor's final completion deadline.
Contract Expiration: the Owner's deadline for management of contract accounts.

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 Real Estate Management 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

4.1 On this project, the Contractor shall 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.

4.2 Property Insurance for this construction contract, described in the Insurance Requirements section of the General Conditions of the contract, shall be *Non-standard project insured by Contractor.*

4.3 The Contractor shall comply with all laws, codes and regulations applicable to the Work.

4.4 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.

4.5 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.

4.6 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

5.1 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.

5.2 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

6.1 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

7.1 This Contract shall be governed by the laws of the State of Maine.

7.2 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.

7.3 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 Consultant of any non-appropriation and the effective date of the non-appropriation.

ARTICLE 8 CONTRACT DOCUMENTS

8.1 The General Conditions of the contract, instructions to bidders, bid form, Special Provisions, the written specifications and the 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.

8.2 Specifications: *indicate date of issuance of project manual*

8.3 Drawings: *note each sheet number and title*

8.4 Addenda: *note each addenda number and date, or "none"*

BREM Project No.: _____

The Agreement is effective as of the date last executed by the parties.

OWNER

CONTRACTOR

(Signature) (Date)
name and title

name of contracting entity

(Signature) (Date)
name and title

name of contractor company

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

select proper approval authority	
Reviewed by:	Approved by:
_____ <i>(Signature) (Date)</i> <i>insert name</i>	_____ <i>(Signature) (Date)</i> <i>Joseph H. Ostwald</i>
<i>Project Manager/ Contract Administrator</i>	<i>Director, Planning, Design & Construction</i>