

Pearl Place 2

184 Pearl Street, Portland, Maine

Maine State Housing Authority

Project # MSHA-RLP-1522

Addendum No. 2 to Contract Documents

August 17, 2011



This Addendum modifies, amends, and supplements designated parts of the Contract Documents, Project Manual, and Drawings for Pearl Place 2 dated August 3rd, 2011 and is hereby made a part thereof by reference and shall be as though inserted in its entirety in the locations specified herein.. It shall be the responsibility of the Contractor to notify all Subcontractors and Suppliers he proposes to use for the various parts of the work of any changes or modifications contained in this addendum.



Avesta Pearl Street II, LP



ARCHITECTS

Architecture ■ Interior Design ■ Planning

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PART I Addendum for Civil Drawings

Not Used

PART II Addendum for Structural Drawings

- A. Sketch SKS-1 is hereby issued to clarify dimensional criteria on sheet S-2.2, detail 9

PART III Addendum for Architectural Project Manual and Drawings

Project Manual

- A. Delete Table of Contents issued with August 3, 2011 bid documents and replace with new Table of Contents issued as part of this addendum.
- B. PART A – BIDDING DOCUMENTS.
Replace Bid Form with the attached.
- C. PART C – CONDITIONS of the CONTRACT
SUPPLEMENTAL GENERAL CONDITIONS document included in this addendum is to be inserted into the project manual as indicated in the table of contents
- D. SECTION 012100 – ALLOWANCES.

3.3; Change paragraph A to read as follows:

“A. Allowance No. 1 - Driven Piles: Allow 55 feet for an average depth of driven piles. Actual depths will be adjusted per unit price.”
- E. SECTION 012200 – UNIT PRICES.

3.1; Add the following new paragraph:

“E. Unit Price No. 5 – Driven Piles:

1. Description: Either concrete filled steel pile or timber pile (or approved substitute), driven, in place.
2. Unit of Measurement: Linear foot of pile.”

F. SECTION 051200 – STRUCTURAL STEEL

2.01,k; Add the following new subparagraph:

“1. All structural steel below elevation 20’-6” in parking area of the ground floor level shall be considered Exterior Exposed Steel.”

G. SECTION 061000 – ROUGH CARPENTRY.

2.1,D; Add the following new subparagraph:

“2. Materials for Engineered Wood Products will not need to meet requirements of LEED for Homes Mid-Rise 2010.”

H. SECTION 122413 – ROLLER SHADES.

2.2; Omit paragraph B.

2.2; Change the paragraph numbering “A. Manual Shade Operation..” to read “E. Manual Shade Operation...”

2.3,B; Add the following new subparagraph:

“2. Where two windows of the same height are mulled together, provide 1 shade full width of opening to cover both windows.”

I. Delete in their entirety, the duplicate Division 23 specification sections previously issued:

230000	HVAC System	14 pages
230500	Common Work Results for HVAC	7
230593	Testing, Adjusting, and Balancing for HVAC	7
230700	Insulation	7
230900	Instrumentation and Controls for HVAC	11
233000	HVAC for Distribution	8

J. SECTION 233000 - HVAC for DISTRIBUTION

Strike 21 13 13 designation in footer and replace with 23 30 00

K. SECTION 260000 - ELECTRICAL

2.13,U,12; Replace paragraph with “Provide interconnected single station carbon monoxide detectors (120 Volt) with battery back-up within each apartment / unit.

Drawings

- A.** Drawing A-006/C66 interior partition type: Change R-13 spray foam insulation to R-9.75 spray foam insulation.
- B.** Drawing A-700/A2: Change typical mounting height of Thermostat to 4’-0”

PART IV Addendum for Mechanical Drawings

Not Used

PART V Addendum for Electrical Drawings

- A.** Drawing E0.1 : Note 13 ADD: “Bury ground cable 30” deep.”
- B.** Drawing E0.2 : Transformer pad shall be 7’X7’ up to 500KVA and 9’X9’ for 500 KVA and larger.
- C.** Drawing E0.2 / 1: Eliminate two coats of asphaltum on conduit for detail 1
- D.** Drawing E1.1: All fire alarm horn/strobes in parking areas shall be 110 Cd.
- E.** Drawing E1.2: All fire alarm horn/strobes in corridors shall be 15 Cd.
- F.** Drawing E2.1: ADD: General Note 1 – “All General and Unit Fire Alarm Notes on sheet E2.2 shall apply to this sheet (E2.1)”
- G.** Drawing E2.2: ADD: Unit Fire Alarm Note 7 – “Audible alarm levels shall comply with NFPA 72. Single stage devices shall provide 75 Db horn in bedrooms.”
- H.** Drawing E2.2: ADD: Unit Fire Alarm Note 8 – “A/V units connected to the central alarm system in bedrooms shall be 75 Db and 15 Cd.”
- I.** Drawing E3.1: REPLACE: General Note 12 – Delete existing note and replace with “All low voltage cable installed above ceilings shall be riser or plenum rated.”
- J.** Drawing E3.2: ADD: General Note 1 – “Service Equipment – Rate all breakers for 65KAIC – Downstream breakers shall be rated for 42KAIC. Panels shall be rated as noted. Confirm ratings after final ISC calculations have been performed with utility data before pricing gear. “
- K.** Drawing E3.2: ADD: General Note 2 – “Provide a sign in the electrical room listing the available fault current at the main switchgear. “

END OF ADDENDUM

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BID FORM

GENERAL CONSTRUCTION CONTRACT

PROJECT IDENTIFICATION: PEARL PLACE 2

BID TO: AVESTA PEARL STREET II LP

BID FROM: _____ (name)
_____ (address)
_____.

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.

- 2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
a. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. Alternates will remain subject to acceptance for 90 days after the day of Bid opening.
b. The Owner has the right to reject this Bid.
c. The Owner has the right to interview the general contractor's superintendent and project manager during the post bid and pre-award period.
d. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security.
e. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
f. BIDDER has examined copies of the Bidding Documents.
g. BIDDER has visited the site and become familiar with the general, local and site conditions.
h. BIDDER is familiar with federal, state, and local laws and regulations.
i. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examination, investigations, explorations, tests, studies and data with the Bidding Documents.
j. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreements or rules of a group, association, organization or corporations; BIDDER has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER.

3. BIDDER has received addenda _____ through _____.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price:

LUMP-SUM PRICE _____ (\$ _____)

The above amount includes the Allowances listed in Division 01 Section "Allowances".

5. ALTERNATES:

- Alternate No. 1: Solar Hot Water Collection System (\$_____)(add)
- Alternate No. 2: Additional Thermal Insulation (\$_____)(add)
- Alternate No. 3: Flooring Upgrade (\$_____)(add)
- Alternate No. 4: White EPDM Roofing Membrane (\$_____)(add)
- Alternate No. 5: Additional Landscaping (\$_____)(add)

6. UNIT PRICES: If the required quantities of the items listed below are increased or decreased by Change Order, the adjustment unit prices set forth below shall apply to such increased or decreased quantities.

- 1. Overexcavation and Removal
Per cubic yard. \$ _____
- 2. Granular Borrow Fill
Per cubic yard. \$ _____
- 3. Structural Fill
Per cubic yard. \$ _____
- 4. Ash Removal and Burial
Per cubic yard. \$ _____
- 5. Driven Piles (concrete filled steel or timber)
Per linear foot. \$ _____

7. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with the General Conditions within the following schedule:

_____ DAYS from date of notice to proceed.

8. BIDDER agrees that Liquidated Damages shall be \$1,000 per day.

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SUBMITTED on _____, 2011.

By _____ (SEAL)
(Firm Name)

(Name of Person Authorized to Sign)

Business Address: _____

Phone No.: _____

COST BREAKDOWN

General Requirements (Div 01)	_____
Existing Conditions (Div 02)	_____
Concrete (Div 03)	_____
Masonry (Div 04)	_____
Metals (Div 05)	_____
Wood, Plastics and Composites (Div 06)	_____
Thermal and Moisture Protection (Div 07)	_____
Openings (Div 08)	_____
Finishes (Div 09)	_____
Specialties (Div 10)	_____
Equipment (Div 11)	_____
Furnishings (Div 12)	_____
Special Construction (Div 13)	_____
Conveying Systems (Div 14)	_____
Fire Suppression (Div 21)	_____
Plumbing (Div 22)	_____
Heating, Ventilation & Air Conditioning (Div 23)	_____
Electrical (Div 26)	_____
Communications (Div 27)	_____
Electronic Safety and Security (Div 01)	_____
Earthwork (Div 31)	_____
Exterior Improvements (Div 32)	_____
Utilities (Div 33)	_____

SUPPLEMENTAL GENERAL CONDITIONS

GENERAL CONDITIONS:

- A. The “General Conditions of the Contract for Construction”. Document A-201, Fifteenth Edition, dated 2007, as issued by the American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006 (the “General Conditions”); form the General Conditions for this Contract whether bound herein or not.
- B. The provisions of the General Conditions shall apply to the work of this Contract, except as modified or supplemental hereinafter in these Supplemental Conditions. Where General Conditions Paragraphs or Subparagraphs are modified in part by these Supplemental Conditions, the portions of the General Conditions which have not been modified shall remain in effect. In the event of discrepancy between the General Conditions and these Supplemental Conditions, these Supplemental Conditions shall prevail.

ARTICLE 1 – GENERAL PROVISIONS:

- A. Paragraph 1.2 Basic Definitions: Add the following to Subparagraph 1.1.9:
 - .1 In the event of conflict or discrepancies among the Contract Documents, the Documents shall be construed according to the following priorities.

a. Highest Priority	Modifications
b. Second Priority	Agreement
c. Third Priority	Addenda-later date to take precedence
d. Fourth Priority	Supplemental General Conditions
e. Fifth Priority	General Conditions
f. Sixth Priority	Special requirements of financing agency published in the project manual
g. Seventy Priority	Division 01 of the Specifications
h. Eight Priority	Drawings and Div. 2-48 of the Specifications
 - .2 In the event of conflicts or discrepancies between the Drawings and Division 2-48 of the Specifications or within either document not clarified by Addendum, the Architect will determine which takes precedence in accordance with Section 4.2.11.
 - .3 The Contract Documents executed in accordance with Sections 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

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- B. Paragraph 1.1 Basic Definitions: Add the following to Subparagraph 1.1.2:

Except for the special agreements in Paragraph 3.18, nothing contained in the Contract Documents shall be construed to create any contractual relationship of any kind between the Architect and the Contractor.

ARTICLE 2 – OWNER:

Section 2.3: Delete “repeatedly” in line 2.

ARTICLE 3 – CONTRACTOR:

- A. Change Subparagraph number 3.18.2 to read “3.18.3”.

- B. Add the following Subparagraph:

3.18.2 Contractor shall indemnify, defend and hold harmless the Owner from all loss, costs and damages incurred by the Owner as a result of the filing of any mechanics liens related to the Work, except to the extent such lien relates solely to Owner’s failure to make a timely progress payment under the Agreement.

- C. Add the following Subparagraph:

3.2.5 The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instruction required to define the work in greater detail, in order to permit the proper progress of the work.

3.2.6 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor’s request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.2.7 Any necessary changes shall be provided in Article 7

- D. Paragraph 3.4 Labor and Materials: Add the following Sections and clauses:

3.4.4 Not later than 15 days from the date of the Agreement between Owner and Contractor, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the major products to be used in the work and, where applicable, the name of the installing Subcontractor.

3.4.5 The Architect shall reply in writing within seven (7) days to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor

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provides further data. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must confirm to such requirements.

- .1 After the contract has been executed; the Owner, Architect, and Maine State Housing Authority will consider a formal request for the substitution of products in place of those specified or considered an "or equal" per the conditions set forth in the Contract Documents, Section 01001 Basic Requirements.
- .2 By making request for substitutions based on Clause 3.4.4.1 above, the Contractor or Subcontractor:
 - a. represents that he has personally investigated the proposed substitute products;
 - b. represents that he will provide the same warranty for the substitution that he would for that specified;
 - c. certifies that the cost data presented is complete and includes all related costs under this Contract and has separately identified but excluded the Architect's review and redesign costs (to be paid by the owner) required to made the substitution, if any,
 - d. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

E. Section 3.7 Permits, Fees, Notices and Compliances with Laws

In Section 3.7.4 change the time required to notice from 21 days to 5 days.

F. Paragraph 3.9 Superintendent

Add the following clauses to the end of Section 3.9.1:

- .1 The Contractor shall assign one construction superintendent to the project and maintain the same person as superintendent, excepting acts beyond the contractor's control, throughout the duration of the Contract.
- .2 The Contractor shall not make any changes in project superintendent personnel without prior written approval from the Owner.

3.9.2 The superintendent or assistant to the superintendent shall also perform as coordinator for mechanical and electrical work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting and coordinating Drawings, Specification, and shop drawings pertaining to such systems. The coordinator shall assist mechanical and electrical systems and other Work and shall supervise the preparation of restricted spaces. The coordinator shall assist in planning and expediting the proper sequences of delivery of mechanical and electrical equipment to the site. Notwithstanding the contractor's obligations

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under 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS, the contract documents are the basis for the creation of the coordination drawings. The Architect is responsible for the fundamental coordination of the contract documents upon which all further coordination is based.

E. Paragraph 3.12 Shop Drawings, Product Data and Samples

Add the following clauses to the end of Section 3.12:

3.12.11 The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and up to one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional submittals.

ARTICLE 4 – ADMINISTRATION OF THE CONTRACT:

A. Paragraph 4.2 Architect's Administration of the Contract

Add the following clauses to Section 4.2.1

4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect of the Contractor.

ARTICLE 5 – SUBCONTRACTORS:

A. Change the following phrase before the words "the Contractor shall require...." In the first line of Paragraph 5.3 to read "By appropriate written agreement, the Contractor shall require..." Change is acceptable but no such paragraph number exists.

ARTICLE 6 – CONSTRUCTION BY OWNER – No modifications.

ARTICLE 7 – CHANGES IN THE WORK:

A. Delete the words "a reasonable allowance for overhead and profit" wherever they occur in Article 7 and substitute "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.1.4.

B. Add the following subparagraphs and clauses:

7.1.4 The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following:

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- .1 For the combination of the Contractor and all subcontractors, for any Work 20 percent of the cost of the work excluding any other markups.
- .2 Cost to which overhead and profit is applied shall be determined in accordance with Section 7.3.6 if not otherwise stipulated in the change document.
- .3 In order to facilitate checking for quotations of extras or credits, all proposal, except those so minor that they propriety can be seen by inspection, shall be accompanies by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. When major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000.00 be approved without such itemization.

C. Modify the following clause as indicated:

7.2.1... and signed by the Owner, Contractor, Architect, Maine Housing, and Owner’s lenders stating their agreement...

D. Modify the following clause as indicated:

7.3.1 ... and signed by the Owner, Architect, and Maine Housing directing...

ARTICLE 8 – TIME:

A. Paragraph 8.3 Delays and Extensions of Time:

8.3.1 Delete the words “labor disputes” from line three.

B. Add the following Sub-paragraph and clause to Article 8:

8.3.4 In the event of delays to the Work caused by seasonal limitations, an Incomplete work escrow (IWE) shall be established

ARTICLE 9 – PAYMENTS AND COMPLETION:

A. Modify the following clause as indicated:

9.2 ...by the Architect and /or Maine Housing, shall be ...

B. Modify the following clause as indicated:

9.3.1 ...right to payment as the Owner, Architect, or Maine Housing may require...

C. Additional Paragraph: Insert additional Paragraphs in their proper locations as follows:

Paragraph 9.8 Substantial Completion: Add the following to the end of Subparagraph 9.8.1:

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“and only minor items, which can be corrected or completed without substantial interference with the Owner’s use of the Work, remain to be corrected or completed, and a Certificate of Occupancy has been issued by the local code enforcement agency having jurisdiction for the project location.”

- D. Paragraph 9.10.2: Insert a new item (6) as follows:

“(6) Delivery of As-Built Drawings”

- C. Add the following Paragraph 9.11 to Article 9:

13.8 SCHEDULE OF GENERAL CONDITIONS, OVERHEAD, AND PROFIT

- 13.8.1 The Contractor shall upon request, provide the Owner with a breakdown of the project costs for General Conditions, Overhead, and Profit at the conclusion of the project.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY:

- A. Paragraph 10.2 Safety of Persons and Property

Add the following clauses to Section 10.2.4:

- 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

- 10.2.4.2 If the Contract Documents require the Contractor to handle materials, or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

- B. Paragraph 10.3.4 Add the following at the end of the paragraph: “and Contractor has properly handled such materials.”

ARTICLE 11 – INSURANCE AND BONDS:

- A. Paragraph 11.1 Contractor’s Liability Insurance:

- 11.1.1.1 Delete the semicolon at the end of Section 11.1.1.1 and add:

“, including private entities performing Work at the site and exempt from the coverage on account of the number of employees of occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for duration of the Project.”

- 11.1.1.2 Delete the semicolon at the end of Section 11.1.1.2 and add:

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“...The insurance required by Section 11.1.1 shall be written for not less than the following, or greater if required by law and all such policies excluding Worker’s Compensation shall include the Owner as an additional insured and may be satisfied by provision of an umbrella liability policy that covers all items indicated.”

- .1 Worker’s Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
- .2 Employer’s Liability: \$500,000
- .3 Comprehensive General Liability (including Premises-Operations; Independent Contractor’s Protective; Products and Completed Operations; Contractual Liability, Comprehensive Automobile Liability (Bodily Injury/Property Damage), Personal Injury with Employment Exclusion deleted, and Broad Form Property Damage (including coverage for XCU Hazardous Liability) shall be as follows:
 - (a) Bodily Injury/Property Damage:
 - \$5,000,000 Each Occurrence/Accident
 - \$5,000,000 Annual Aggregate
 - (b) Products and Completed Operations shall be maintained for a minimum period of at least 1 year after either 90 days following Substantial Completion, or final payments, whichever is earlier.
- .4 Contractual Liability (including indemnification provisions):
 - (a) Shall include coverage sufficient to meet the obligations in AIA Document A201-2007 under Section 3.18.
- .5 Aircraft Liability (owned and non-owned) when applicable: (Owner to approve limits proposed by Contractor).
- .6 Watercraft Liability (owned and non-owned) when applicable: (Owner to approve limits proposed by Contractor).
- .7 Contractor shall ensure that all sub and sub-sub contractors shall carry policies with \$1,000,000.00 insurance coverage for their work on this project.

B. Add the following clause to Section 11.1.3:

- .1 The Contractor shall furnish three (3) copies each of Certificates of Insurance herein required with one copy for Architect’s use, which shall specifically set forth evidence of all coverage required herein. The form

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of the Certificate shall be ACORD form 25 or equivalent, completed and supplemented in accordance with AIA G-715 – 1991 or equivalent. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

C. Paragraph 11.3 Property Insurance:

11.3.1.4 Delete Section 11.3.1.4 and add the following:

11.3.1.4 The Contractor shall, at the Contractor's own expense, provide insurance coverage for materials stored off site after written approval of the Owner of the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.

Add the following clause to Section 11.3.1:

11.3.1.6 The insurance required by Section 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Section 11.3.7.

D. Paragraph 11.4 Performance Bond and Payment Bond:

11.4.1 Delete Section 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the Executed Amendment is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.4.1.2 The Contractor shall require the attorney in fact who executes the required bonds of behalf of the surety to affix thereto a certified and current copy of power of attorney.

Add the following clause to Section 11.4:

11.4.3 Bonds shall have a dual-obligee rider naming Maine State Housing Authority.

ARTICLE 13 – MISCELLANEOUS PROVISIONS:

D. Paragraph 13.2 Successors and Assigns:

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- 13.2.1 Add the following at the end of the second sentence: “, provided, however, that consent to an assignment by Owner will not be unreasonably withheld by Contractor.”
- E. Add the following Paragraph 13.8 to Article 13:
 - 13.8 EQUAL OPPORTUNITY
 - 13.8.1 The Contractor shall maintain policies of employment as follows:
 - 13.8.1.1 The Contractor and the Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or sexual orientation. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
 - 13.8.1.2 The Contractor and the Contractor’s Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or sexual orientation.
- F. Add the following Paragraph 13.8 to Article 13:
 - 13.8 MAINE HOUSING STANDARDS
 - 13.8.1 Reference is made to the following standards:
 - 13.8.1.1 Maine Housing’s Green Building Standards
 - 13.8.1.2 Maine Housing’s Design and Construction Manual.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. Paragraph 14.2 Termination by the Owner for Cause:
 - 14.2.1.1 Delete the words “repeatedly”.
 - 14.2.1.3 Delete the words “repeatedly”.

ARTICLE 15 – CLAUSES AND DISPUTES: - no modifications

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ARTICLE 16 – OTHER CONDITIONS OF THE CONTRACT:

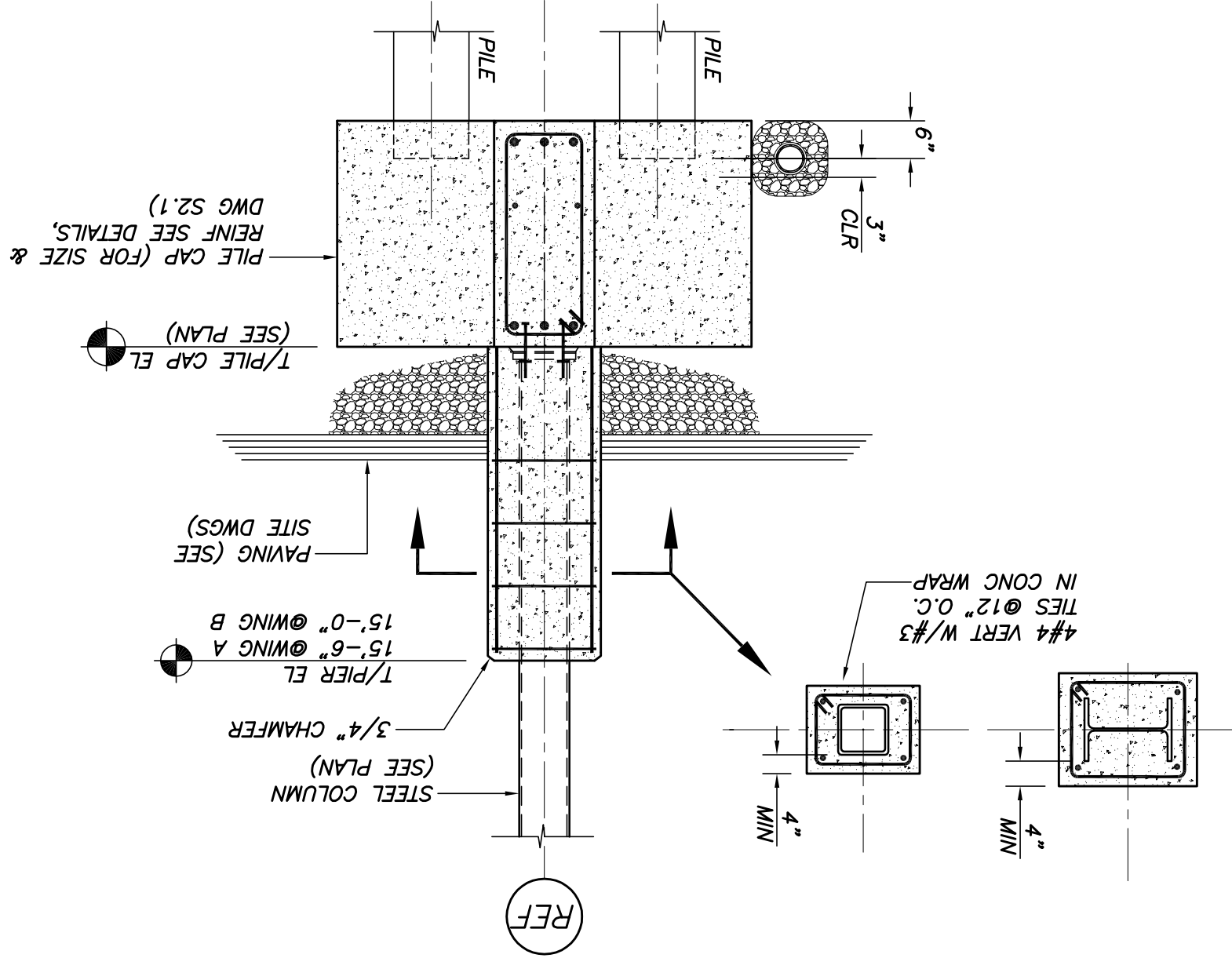
Add the following:

- 16.1 The Contractor acknowledges that nothing in the performance of the Services of the Architect in connection with the Project implies any undertaking for the benefit of, or which may be enforced by the Contractor, its subcontractors or suppliers, or the surety of any of them, and that the obligations of the Architect run solely to the benefit of the Owner.
- 16.2 Typographical errors shall not be grounds for additional payments.
- 16.3 The Architect is not responsible for the survey, identification, or removal of any hazardous materials, including asbestos, on the Project.
- 16.4 The Contractor is not responsible for the survey, identification, or removal of any hazardous materials, including asbestos, on the Project unless otherwise specified.
- 16.5 In the event the Contractor encounters material reasonably believed to be asbestos or other hazardous materials which has not been rendered harmless, the Contractor shall immediately stop Work in the areas affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if, in fact, the material is asbestos or other hazardous materials and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or other hazardous materials, or when it has been rendered harmless, by written agreement of the Owner and Contractor. The Owner shall be responsible for contracting the removal of asbestos or other hazardous materials.
- 16.6 The Contractor shall not be required to perform without consent any Work relating to asbestos or other hazardous materials.
- 16.7 Access to Records:
- 16.7.1 It is also agreed that the following Access to Records provision applies if Section 952 of the Omnibus Reconciliation Act of 1980 is found to apply to this contractual relationship. Until the expiration of four years after the furnishing of the services provided under this Contract, the Contractor will make available to the Secretary, U. S. Comptroller General, and their representatives, this Contract and all books, and documents and records necessary to certify the nature and extent of the costs for those services. If the Contractor carries out the duties of the Contract through a subcontract work \$10,000.00 or more over twelve month period with related organization, the sub-period will also contain the access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

END OF SUPPLEMENTAL GENERAL CONDITIONS

9 S1.1

TYP COL WRAP DETAIL
N.T.S.



BECKER
STRUCTURAL ENGINEERS
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207.879.1838 ■ beckerstructural.com

Designed	NRM
Drawn	APP
Checked	PBB
Scale	AS NOTED
Date	08/16/11

Becker Job Number
2419

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