

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 05-0399	Issue Date: PERMIT ISSUED APR 28 2005 269 B001001
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Location of Construction: 1097 Brighton Ave	Owner Name: City Of Portland ✓	Owner Address: 389 Congress St
Business Name:	Contractor Name: Ironwood Construction	Contractor Address: 94 Commercial St. Portland, ME 04105
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial

Past Use: Commercial <i>Banner Center</i>	Proposed Use: Commercial Renovations for the ambulance vestibule	Permit Fee: \$426.00	Cost of Work: \$45,000.00	CEO District: 3
Renovations for the ambulance vestibule		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>I2</i> Type: <i>20</i> <i>4/26/05</i> Signature: <i>[Signature]</i>	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
		Signature: _____ Date: _____		

Permit Taken By: dmartin	Date Applied For: 04/13/2005	Zoning Approval		
		Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> <i>MM</i> Date: <i>OK 4/20/05</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>[Signature]</i>

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK. TITLE		DATE	PHONE

All Purpose Building Permit Application

Property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: Barron Center 1145 Brighton Ave. Portland

Total Square Footage of Proposed Structure			Square Footage of Lot		
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>269</u> <u>B</u> <u>001</u>			Owner: <u>City of Portland</u>		Telephone:
Lessee/Buyer's Name (If Applicable)			Applicant name, address & telephone: <u>Ironwood Construction, 94 Commercial St. Portland 874-9515</u>		cost Of Work: \$ <u>95,00</u> Fee: \$

If the location is currently vacant, what was prior use: _____

Approximately how long has it been vacant: _____

Proposed use: _____

Project description: _____

Contractor's name, address & telephone: Ironwood Construction, Inc. 94 Commercial St. Portland, ME 04101

Who should we contact when the permit is ready: Michael Davey

Mailing address: Ironwood Construction

We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: \$74-9515

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <u>Michael R. Davey</u>	Date: <u>4-12-</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- NK Footing/Building Location Inspection: Prior to pouring concrete
- NA Re-Bar Schedule Inspection: Prior to pouring concrete
- NA Foundation Inspection: Prior to placing ANY backfill
- ✓ Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- ✓ Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a ~~\$75.00~~ fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

✓ If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

NA CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

X Michael P. Davis
Signature of Applicant/Designee

5/2/05
Date

[Signature]
Signature of Inspections Official

5/2/05
Date

CBL: 269 B001 Building Permit #: 050399

IRONWOOD CONSTRUCTION, Inc.
 94 COMMERCIAL STREET
 PORTLAND, MAINE 04101
 (207) 874-9515 Fax (207) 828-7995

TRANSMITTAL

TO: City of Portland Building Permits 389 Congress St Portland , ME 04101 Attn: Mike Nugent	DATE: 4/12/05	PROJECT # 05'04
	PROJECT: Ambulance Vestibule Renovation Barron Center 1145 Brighton Ave. Portland , ME 04102	

* WE ENCLOSE THE FOLLOWING: _____ UNDER SEPARATE COVER WE ARE SENDING THE FOLLOWING:

COPIES	NUMBER	DESCRIPTION	CODE
1		Project Plans (Full Size)	H
1		Project Plans (11 x 17)	H
1		Project Specifications	H

0269 B 001
 DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME
 APR 12 2005
RECEIVED

- | | |
|-------------------------------------------|----------------------------|
| A FOR INITIAL APPROVAL | G APPROVED |
| B FOR FINAL APPROVAL | H AS REQUESTED OR REQUIRED |
| C APPROVED AS NOTED-RESUBMISSION REQ. | I FOR USE IN ERECTION |
| D APPROVED AS NOTED-RESUBMISSION NOT REQ. | J LETTER FOLLOWS |
| E DISAPPROVED | K FOR FIELD CHECK |

REMARKS: We are scheduled to begin this project on May 2, 2005. Please contact us at 874-9515 as soon as possible if the permit will not be ready by that date. Call us when it is ready and we will pick it up. Please do not mail the permit.

Thank You

CC: _____ BY: Michael Davey

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

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Business Name:	Contractor Name: Ironwood Construction	Contractor Address: 94 Commercial St. Portland	Phone (207) 874-9515
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Commercial Renovations for the ambulance vestibule	Proposed Project Description: Renovations for the ambulance vestibule
----------------------------------------------------------------------------	---------------------------------------------------------------------------------

Dept: Zoning	Status: Approved	Reviewer: Marge Schmuckal	Approval Date: 04/20/2005
Note:			Ok to Issue: <input checked="" type="checkbox"/>
Dept: Building	Status: Approved	Reviewer: Mike Nugent	Approval Date: 04/26/2005
Note:			Ok to Issue: <input checked="" type="checkbox"/>
Dept: Fire	Status: Approved with Conditions	Reviewer: Jay Kelley	Approval Date: 04/21/2005
Note:			Ok to Issue: <input checked="" type="checkbox"/>
1) Build to NFPA 101 life safety standards 2) Maintain ADA standards 3) Install doors and hardware to manufacturers recommendations			

CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC WORKS

CONTRACT AND SPECIFICATIONS

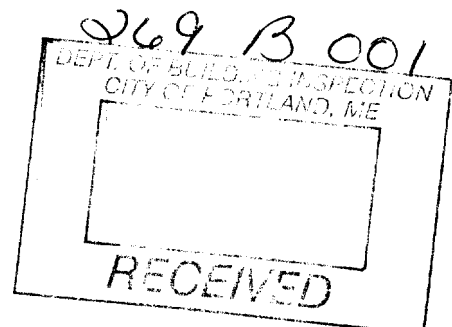
for

THE BARRON CENTER
AMBULANCE VESTIBULE

Bid Number: 4705

Dated: December 19, 2004

This seal covers all 27 pages
of this document.



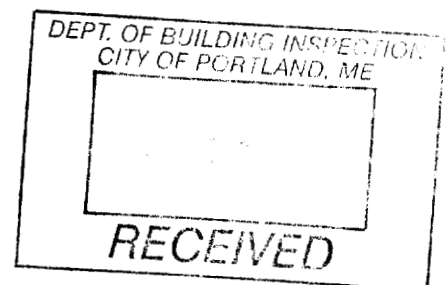
BARRON CENTER
AMBULANCE VESTIBULE
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Supplemental Specifications

Definitions and Terms
Bidding Requirements and Conditions
Award and Execution of Contract
Scope of Work
Control of Work
Prosecution and Progress
Measurement and Payment

Technical Specifications are shown on the drawings.



**CITY OF PORTLAND, MAINE BID # 4705
DEPARTMENT OF PUBLIC WORKS**

NOTICE TO CONTRACTORS

Sealed proposals, addressed to Purchasing Room 103 City Hall 389 Congress Street Portland Maine 04101, and endorsed on the outside of the envelope with the name of the Bidder, Contract Name and Bid number will be received until 3:00 PM (prevailing time) on January 19, 2005, at which time they will **be** publicly opened and read.

PROJECT NAME: The Barron Center – Ambulance Vestibule

LOCATION: 1145 Brighton Ave., Portland, Maine 04102

OUTLINE OF WORK: The project consists **of** the reconstruction of the Ambulance Vestibule on the Ground Floor **of** the Barron Center.

Work shall include removal and replacement of existing doors and sidelights. A new card access system shall be provided. Work shall include **infilling** existing concrete slab recess for proposed flooring. Work shall **also** include installation of a ceiling mounted cabinet unit heater.

Electrical power **supply** and lighting work shall be performed by the Owner's own forces. Wiring for **door** control systems, including transformers, shall **be** done under this contract.

Work on site shall not be started until wall protection material, doors, frames and hardware have been received. This date shall be furnished **by** the Contractor. The work **of** the contract must be completed within the following fourteen (14) calendar days.

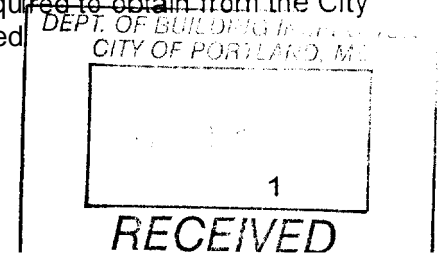
Successful qualification for this Bid includes mandatory attendance at a Pre-Bid Meeting at the site January 6, 2005 at 10:00 a.m. at the Barron Center. All prospective **bidders** shall meet at the main lobby front desk. Failure to attend this meeting will disqualify prospective bidders.

The Bid includes

1. Work shown on Barron Center Ambulance Vestibule Drawings Dated December 19, 2004.
2. The Contractor shall protect adjacent walls and other physical features. Any damage to these areas shall be repaired to the Owner's satisfaction at no additional cost.

The above-named plans, specifications and proposal forms may be seen in the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine, phone (207) 874-8654, fax 874-8652. Plans and proposal books are available for purchase at the Purchasing Office, Room 103, City Hall, or by E-mail krc@portlandmaine.gov at no cost for the 1st set of documents and upon payment in advance of \$20.00 for each additional set of plans. Any contractor requesting that the bid documents be mailed shall submit a fee in the amount of \$5.00 to cover the costs of handling and mailing. All payments will not **be** non-refundable. Each prospective bidder will **be** required to obtain from the City each copy of the proposal form and plan set. Partial sets will not be issued.

CITY OF PORTLAND, MAINE by: Office of Budget & Purchasing
Telephone 207-874-8654
Advertised Maine Sunday Telegram December 19, 2004



CITY OF PORTLAND, MAINE

THE BARRON CENTER-AMBULANCE VESTIBULE

Notice to Bidders

Sealed bids for the above project addressed to Purchasing office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101 and clearly marked on the outside of the envelope with the name of the bidder, project title and bid number, will be received until 3 00 PM on January 19, 2005, at which time they will be publicly opened

MANDATORY PRE-BID MEETING

There will be a mandatory pre-bid meeting on Thursday January 6, 2005 at 10 00 **AM** This meeting will commence at the site, Barron Center 1145 Brighton Ave , Portland, Maine Only those firms represented at this meeting will be allowed to submit a bid on this project

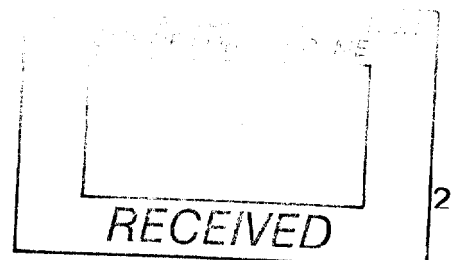
All questions shall be directed in writing **ONLY** to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date. Questions may be mailed, hand-delivered, faxed (FAX 207-874-8652) or E-mailed krc@portlandmaine.gov. Questions received after this time will not be addressed Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

Bids from vendors not registered with the Purchasing Office may be rejected, receipt of this document directly from the City of Portland indicates registration Should a vendor receive this Invitation from a source other than the City please contact 207-874-8654 to ensure that your firm is listed as a vendor for this project

All proposals shall be submitted on the attached form and are to remain open for sixty (60)days after their opening. Late bids, bids not signed and facsimile bids will not be accepted.

The successful proposer shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City, and *naming the City as an additional insured* from such claims, and shall also procure Workers' Compensation insurance. The City disclaims any and all responsibility for injury to contractors, their agents or others while examining the job or at any other time.

Prior to any payment **by** the City, the contractor may be required to supply the City with a *Waiver of Lien - Material and Labor* for the total awarded contract cost, guaranteeing payment in full for all labor and materials used or required in connection with the work described in this bid. The City may also require waivers of lien, signed by individual subcontractors, with requests for progress payments.



Any mechanic's lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the City) and promptly discharged by the Contractor at its own expense. If the Contractor should fail either to defend the City against the lien or to discharge the lien the City may do so at the Contractor's expense. In the event of such an undertaking by the City, the Contractor will promptly reimburse the City for all its costs and expenses in so doing including, but not limited to, reimbursement of the City's reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

Materials and equipment purchased for permanent installation in this project are exempt from the State of Maine Sales and Use tax and from all Federal Excise taxes. Each bidder shall take this exemption into account in calculating his bid price for the work.

The contractor shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified. Work shall be conducted in an orderly manner and all work shall be performed in accordance with best trade policy and in conformance with pertinent OSHA Local, State and Federal Government regulations. Contractors will be responsible for acquiring all necessary permits, licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein.

NOTE: Work on site shall be done in one phase. Since the Ambulance Entrance is heavily used and during this project the main entrance will be used by the Owner for traffic normally coming through this area, the duration of work shall be limited to fourteen (13) calendar days.

The contractor shall erect, and maintain at all times, any and all safeguards necessary for the protection of life and property of all maritime, pedestrian and vehicular traffic where applicable.

The City reserves the right to waive any informalities in bids to accept any bid or portions thereof (bidders are advised to note this and quote accordingly) and to reject any or all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City as follows:

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

Date
December 19, 2004

Matthew F. Fitzgerald
Purchasing Agent

PROPOSAL

Proposal of _____

Name

Address

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this proposal and shall agree with the "Signature of Bidder" in the case of an individual the ' Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation

TO Matthew Fitzgerald, Purchasing Agent
City Hall, Room 103
389 Congress Street
Portland ME 04101

Clear Mr. Fitzgerald:

The undersigned having carefully examined the site of the work; the Plans; Standard Specifications, dated December 19, 2004, including all current amendments or revisions thereof; the Supplemental Specification Special Provisions; Contract Agreement and Contract Bonds contained herein for the Barron Center – Ambulance **Vestibule** on which proposals will be received until the time specified in the "Notice to Contractors", this work being situated at the location described in the "Notice to Contractors" sheet number one of this book, **Barron Center – Ambulance Vestibule** and in case of award, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items":

This Proposal may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

The pay item and quantity marked with an asterisk (*) on the bid sheet is for quantities that are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit price will be used regardless of final quantity.

The Contractor is required to complete the work onsite within one fourteen (14) day period.

P-1

Lump Sum Cost Proposal

Division of Work	Amount (Lump Sum)
Demolition	
Doors and Frames	
Hardware and Access Control System	
General Work	
Total Bid (Award Basis)	
Anticipated Start Date of Construction On Site (Bidder To Furnish Date)	
Completion Date	Fourteen (14) days following above date.

PROPOSAL

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder _____

Name of Firm or Partnership _____

Business Address _____

Telephone Number _____ Fax Number _____

Soc Sec No or Tax ID Number _____

Names and Addresses of Members of Firm or Partnership

IF A CORPORATION. SIGN HERE

Name of Bidder _____

Authorized Signature _____
name (title)

Business Address _____

Telephone Number _____ Fax Number _____

Soc Sec No or Tax ID Number _____

Incorporated under the Laws of the State of _____

Names and Addresses of Officers of the Corporation

President _____

Secretary _____

Treasurer _____

_____ **SS**

Before me, personally appeared _____ and acknowledged
that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: _____

Notary Public - Signature and Seal

**ALL CORPORATIONS MUST SIGN THIS FORM
AND SUBMIT WITH THE BID PROPOSAL**

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

(date)

The above is a true copy of the records of the _____
Corporation which records are in my legal custody

Officer having custody of the records

Before me appeared, _____
_____ of the _____ Corporation and made
oath that the above statement is true

Notary Public - Signature and Seal

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows
(In case of Corporation, include and identify President, Treasurer, Manager;)

_____	_____
_____	_____
_____	_____

**ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION
BEFORE SUBMITTING BID**

	Name and Address of Supplier	Products to be Supplied
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated \$ Amount
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
(CONTRACTOR)**

AGREEMENT entered into this _____ day of _____, 2005 by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "**CITY**"), and _____ located at _____ (hereinafter the "**CONTRACTOR**").

WITNESSETH

WHEREAS, the **CITY** did advertise by Bid # 4705, entitled Barron Center – Ambulance Vestibule, and

WHEREAS, the **CONTRACTOR** did under date of January 19 2005, submit a Bid for such work, and

WHEREAS, after due consideration of all the Proposals, the **CITY** did award the Bid to the **CONTRACTOR**,

NOW THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows

- 1 The **CONTRACTOR** shall furnish all labor, materials, fixtures, supplies, equipment and transportation and shall perform all work required for the construction and completion of the The Barron Center – Ambulance Vestibule in accordance with the specifications contained in the contract documents entitled The Barron Center Ambulance Vestibule Bid #4705, December 19, 2004 (hereinafter referred to as "Contract Documents") of which this Agreement is a part. **All** work shall be performed in strict conformance with the provisions of this Agreement, the Invitation for Bids, the **CONTRACTOR's** Proposal, General and Detailed Provisions, Plans, "Supplemental Specifications", and "Special and General Provisions" of the Contract Documents which are attached hereto and made a part of this Agreement; and in conformance with the documents and specifications and including all current amendments or revisions thereof, all of which are made a part of this Contract.
The restatement in this Contract of any of the terms of said Contract Documents and Standard Specifications shall not be deemed to waive any terms not so restated.
- 2 It is agreed that the quantities given in the "Schedule of Items" in the **CONTRACTOR's** Proposal Section of the Contract Documents will be used as the basis for determining the amount due under this Contract Agreement, and that the amount due under this Agreement so determined is (\$ _____) (hereinafter referred to as the "Contract Price"). The **CITY will** have the right to increase or decrease the amount and extent of the work **by** giving reasonable notice in writing to the **CONTRACTOR**. The **CITY** will pay for the

work performed and the materials furnished for any such increase and will calculate a proper reduction for any decrease in accordance with the unit prices specified in the "Schedule of Items" section of the **CONTRACTORS** Proposal

3. **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work be performed as specified
4. The **CITY** reserves the right to require Waivers of Lien from subcontractors and/or suppliers prior to each progress payment made to **CONTRACTOR** pursuant to the terms of this Agreement.
5. Prior to the execution of this Agreement, **CONTRACTOR** shall procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) combined single limit and aggregate for bodily injury, death, and property damage, naming the CITY as an additional insured hereon and shall also procure Workers' Compensation Insurance coverage. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice of termination of insurance from insurance company or agent.
6. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees from and against all claims, damages, losses and expenses, just or unjust, including but not limited to the costs of defense and attorneys' fees arising out of or resulting from the performance of the Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
7. Upon receipt of executed contracts, bonds, and insurance as required, the **CITY** will promptly send an executed **CITY** contract and a "Notice to Commence Work" to the **CONTRACTOR**. The **CONTRACTOR** agrees to perform no work under this Agreement until it receives said Notice and to complete the work on or before fourteen (14) days following the start of work on the site. The time set for such completion may be extended only by written consent of the Director of Health and Human Services of the City of Portland (hereinafter referred to as the "**DIRECTOR**").
 - a. Any mechanic's lien or any other lien which may be filed against the premises which are subject of this Contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the **CITY**) and promptly discharged by the **CONTRACTOR** at its own expense. The **CITY** may require the **CONTRACTOR** to provide a bond satisfactory to **CITY** and indemnify it against any lien and as substitution in place of a lien
If the **CONTRACTOR** should fail either to defend the **CITY** against the lien or to discharge it, then the **CITY** may do so at the **CONTRACTORS** expense. In the event of such an undertaking by the **CITY**, the **CONTRACTOR** will promptly reimburse the **CITY** for all its costs and expenses in so doing including, but not limited to, reimbursement of the **CITY's** reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien
9. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice.
10. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the responsible **CITY** official will be final and binding.
11. The **CONTRACTOR** shall guarantee the work for a period of one (1) year for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
12. **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **CITY** on a monthly basis. Payment for such services

shall be made to CONTRACTOR not more than thirty (30) days after receipt of said forms and acceptance of the work by the DIRECTOR.

13 The CITY may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice

The CITY will have the right to terminate this Agreement at any time for its convenience on prior written Notice to CONTRACTOR. If Agreement is terminated by the CITY for convenience, the CITY will pay the CONTRACTOR for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice

WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Joseph E Gray Jr its City Manager, thereunto duly authorized, and _____ has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and year first above written

WITNESS

CITY OF PORTLAND

BY: _____

Joseph E. Gray, Jr.
It's City Manager

CONTRACTOR

By _____

(Print or type name)

Its _____

Approved as to Form:

Approved as to funds:

Corporation Counsel's Office

Budget Office

SAMPLE NOTICE OF AWARD

Date

Addressee

RE NOTICE OF AWARD
The Barron Center – Ambulance Vestibule
Bid #4705

Dear

Your firm has been awarded the contract for the subject project for your total low bid of \$_____ This letter will serve as notice of award and that the contract documents are ready for signature

A pre-construction conference will be scheduled for a later date. Located at The Barron Center Please be prepared to execute the contract within twelve (12) calendar days of this letter as per the contract documents. You must have your firms corporate seal on your person at the time of execution

Insurance coverage for Contractor's Public Liability Insurance shall have \$400,000 limits. The standard Certificate of Insurance forms shall have the cancellation statement edited. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out. Evidence of proper Workers' Compensation Insurance and Blast Damage Insurance, if applicable, must also be presented for approval

Should you have any questions pertaining to the above please contact me at 207-774-2623

Very truly yours.
CITY OF PORTLAND

Mike Lopez
Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged and a copy returned to the City of Portland.

By _____ Title _____

this the _____ day of _____ 20 _____

SAMPLE NOTICE TO COMMENCE WORK

Date

Addressee

RE NOTICE TO COMMENCE WORK
The Barron Center – Ambulance Vestibule
Bid # 4705

Dear

You are hereby notified to commence work in accordance with the Agreement dated _____, 2005, on or before _____, 2005, and **you** are to complete the work within fourteen (14) consecutive days thereafter. The date of completion of all work is therefore _____

Very truly yours,
CITY OF **PORTLAND**

Mike Lopez
Project Manager

ACCEPTANCE OF NOTICE

Receipt of the Above NOTICE TO COMMENCE WORK is hereby acknowledged by:

_____ this the _____ day of _____, 20 ____

By: _____

Title: _____

SAMPLE NOTICE OF FINAL COMPLETION

Date

Addressee

RE NOTICE OF FINAL COMPLETION
The Barron Center - Ambulance Vestibule
Bid#4705

Dear

The subject project was inspected on _____ by _____
_____, and was found to be fully completed in accordance with the contract p a i s
an3 specifications

The work is hereby approved and accepted by the City of Portland as of _____ which
begins the one year guarantee period. At this point it is essential that the city is provided with the
attached statement and lien waiver *(as well as subcontractor/supplier lien waivers) certifying that a
the obligations for equipment rentals, materials and supplies purchased and labor employed on this
project have been discharged. If you have any questions please feel free to call me at: 207-774-
2623

Yours truly
CITY OF PORTLAND

Mike Lopez
Project Manager

**WAIVER OF LIEN
MATERIAL OR LABOR**

State of _____

County of _____

To all whom it may concern:

The undersigned _____ has been employed to furnish _____ for the project known as The Barron Center – Ambulance Vestibule - City of Portland, County of Cumberland, State of Maine.

The undersigned for and in consideration of the sum of \$ _____ and other good and valuable consideration the receipt whereof is hereby acknowledged, do hereby waive and release any and all rights and liens, or claim of right to lien on said above described project under the statutes of the State of Maine relating to Mechanic's Lien on account of Labor or Material or both furnished or which may be furnished by the undersigned to or on account of said _____ for said building and premises.

This Waiver of Lien shall become effective upon the issuance of a check by the City of Portland payable to _____ and _____ in the amount of _____

Given under oath, my hand and seal this _____ day of _____, 2005 _____.

By: _____

(print or type name)

Its _____

Notarized: _____ this _____ day of _____, 2005.

My commission expires _____

WAIVER OF LIEN
(Subcontractor/supplier/employee)

The undersigned has performed labor and furnished materials and/or performed services for _____ on behalf of the City of Portland, in performance of the contractor's agreement of _____ with the City of Portland for the The Barron Center - Ambulance Vestibule _____ (date) at _____ (address)

In consideration of the sum of \$ _____ the undersigned hereby waives all rights and liens including but not limited to, liens pursuant to 10 M.R.S.A. Sec. 3251 et seq. which the undersigned may now or hereafter claim or assert against the above described building, appurtenance, wharf, pier and/or land, the above-described project and the City of Portland.

This Waiver of Lien shall become effective upon the issuance of a check by the City of Portland payable to _____ in the amount of \$ _____.

IN WITNESS WHEREOF the undersigned has hereunto set its hand this _____ day of _____, 2005.

By _____

(print or type name)

Its _____

State of Maine _____, SS

Before me appeared _____ and acknowledged that the signature to the preceding waiver is his/her signature in his/her official capacity.

Date _____

(Notary Public)

STANDARD SPECIFICATIONS

The Contract Agreement, Special Provisions and Supplemental Specifications contained hereinafter shall take precedence and shall govern in any case of conflict with the Standard Specifications.

Unless otherwise noted in the Supplemental Specifications, the description of work, method of measurement, and basis of payment for each specification section pertains to the base **bid** and each bid alternate included in this contract and specifications

SPECIAL PROVISIONS

F-1 Working Hours

No work shall proceed on this project prior to the hour of 7 00 A.M. or after 7 00 P. M. (prevailing time) on any working day. The definition of work for this specification shall include the starting or moving of equipment, machinery, or materials. Any day worked for four hours or more shall be considered a full working day.

F-1A Utility Coordination

The Contractor will be responsible for notifying utility representatives of the anticipated construction schedule. The Contractor will be responsible for all utility coordination, protection of existing infrastructure and any damages to existing utilities as a result of the work at no additional cost to the City.

F-2 Notification of Residents – Not Applicable

Residents shall be notified by the Contractor sufficiently in advance of any construction affecting the resident's driveway and sidewalk to allow adequate time for his removal of personal vehicles. Locations of curb cuts for drive access affecting individual residents shall be brought to their attention.

F-3 Protection of Trees

The Contractor shall be responsible for the preservation of all trees, shrubs and vegetation on the project.

F-4 Maintenance and Protection of Traffic

The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during construction and shall erect suitable warning signs, flashers, barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public. The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes.

Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" published by the Department of Transportation of the Federal Highway Administration. This work shall be considered a subsidiary obligation of the contract for which no specific payment will be made.

F-5 Materials

Materials shall meet the requirements specified for the various subsections of the specifications. Equals shall be approved only prior to the bid opening.

F-6 Survey

The Contractor shall be responsible for any and all survey layout and maintaining these controls during construction.

F-7 Sheeting and Bracing

Any sheeting and/or bracing required for the work will not be paid for separately but shall be considered as incidental to the appropriate bid item.

F-8 Waste Removal and Handling

The disposal of waste and surplus material is the responsibility of the contractor and shall be removed from the site and disposed of at a facility licensed or approved for the purpose. Hazardous waste shall be disposed of at a facility or utilizing a service approved for the purpose. Waste shall not be left or buried on site. Locations of any containers shall be approved by the owner.

SPECIAL PROVISIONS (continued)

F-9 Occupational Safety and Health

The Contractor is hereby advised that all work to be furnished to the City shall be performed with equipment, methods, and *use of* personnel in conformance with the pertinent Occupational Safety and Health Act requirements of the State of Maine and with the regulations for construction as specified by the Department of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

F-10 Preconstruction Conference

A conference will be held at The Barron Center, Portland, Maine within ten (10) days after the awarding of the contract. At this time, the contractor will be required to submit a graphically illustrated schedule and a plan showing project activities. City officials and representatives of the various utility companies involved in the project will be present at this meeting.

It is the purpose of this meeting to inform the various agencies of the proposed work schedule, and to give them the opportunity of discussing any difficulties and of offering suggestions to the Contractor concerning his proposed schedule in order that full cooperation may be reached.

F-11 Schedule of Operations

The above mentioned schedule of operations in Section F-10 shall consist of a bar chart detailing the work.

F-12 Setting of Pipes to Line and Grade

If laser beam equipment is used for laying storm drain and/or sanitary sewer pipe, frequent checks shall be made to assure close adherence to line and grade. If lasers are not used, batter boards are to be set at maximum twenty-five foot (25') intervals and grades transferred to the boards with a transit, level, or line level. Setting pipes to grade by use of "pop" levels or carpenter levels will not be permitted.

F-13 Extent of Open Excavation

The extent of excavation open at any one time shall be controlled by OSHA regulations and by existing conditions and location of work area.

F-14 Traffic Officers

Portland City Police Traffic Officers will be employed at the discretion and expense of the City for control and protection of the traveling public. The Contractor shall be responsible for scheduling and supervising the Traffic Officers.

F-15 Limitation of Operations

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. He shall not open up work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections, if finishing such section is essential to public convenience.

Waste and surplus material shall not be stockpiled, but shall be disposed of as previously outlined in this section.

F-16 Dust Control For Street

Calcium chloride shall be spread only on disturbed unpaved areas. Calcium chloride shall not be spread on paved areas that are covered by granular material. These areas shall be swept clean of all granular material. Dust on paved areas shall be controlled with water before sweeping.

F-17 Trench Pavement Replacement

The Contractor shall **be** responsible for repairing any trench pavement that has experienced excess settlement, cracking or opening of pavement joints. Repair may include overlay, removal of unacceptable material **and** complete replacement, joint sealing or recutting pavement as required. This work may be necessary after final acceptance of the work and prior to expiration of the maintenance bond. This work shall be done at no additional cost to the City.

SPECIAL PROVISIONS (continued)

F-18 City of Portland's Street Excavation Ordinance

The Contractor is hereby advised that all work shall conform to the regulations of Chapter 25 of the Municipal Code, "Excavations in Public Places" as currently amended. The Contractor shall **be** responsible for obtaining and completing the Street Opening Application but will not be charged for the Street Opening Permit for the Excavation.

F-19 Permits

The Contractor shall be responsible for obtaining all required building permits prior to any construction. Permits required for work indicated as B, Owner shall **be** secured and paid for by the Owner.

F-20 Special Construction Requirements

The Contractor shall be responsible for the control of all work during the project and shall include the following special items within the scope of work:

- 1 Contractor shall adhere to all applicable life safety codes.
- 2 Contractor is responsible for cleaning the work.
- 3 The contractor shall sequence the work as to not interfere with Owner use of the adjacent delivery dock and stairway exit.

This work will be considered part of the lump sum pay items. No additional payment will **be** made.

F-21 Questions Regarding Plan and Documents

Questions from prospective bidders relative to this Contract shall be directed to:

Purchasing Office
City Hall - Room 103
Tel: (207) 874-8654
Fax: (207) 874-8652
E-mail: krc@portlandmaine.gov

no later than five days before bid opening.

Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of this contract will not be binding. Receipt of any addenda must be acknowledged in writing as part of a proposal.

Each bidder shall be responsible for ensuring that they have received any and all addenda. The City shall not assume responsibility for the receipt by the Contractor for any addenda.

F-22 Record Drawings

Upon completion of the project, the Contractor shall deliver to the Engineer a marked-up set of plans with all changes and required information indicated in red. Final payment will not be made until Engineer receives marked-up set of plans.

F-23 Waste Material

All waste material shall be removed from the site and the area left clean upon completion of work. Any equipment or structures damaged by the Contractor shall be repaired or replaced at no additional cost to the City. The Contractor shall notify the City of the final waste disposal location and if so located in the City shall be responsible to provide evidence of all necessary local fill permits and State permits at no extra cost to the City.

F-24 Quality Assurance

The Contractor shall be responsible at all times for maintaining top quality assurance during

performance of his work. Particular attention to compaction shall be paid during backfilling operation. If required, in-place density tests of the backfill material will be conducted by an independent testing laboratory. The amount and frequency of testing will be determined at the time of construction. A minimum of one density test per 100 feet of trench may be required. The Contractor shall be responsible for procuring and paying for the testing services. Satisfactory compaction shall be a minimum of 90% of the maximum density for the embankment and a minimum of 95% of the maximum density for gravel base course and subbase gravel course.

The use of an independent testing laboratory, by the Contractor, shall receive prior approval from the City Inspector. Costs of this work shall be considered incidental to the lump sum work in the provided pay items.

F-25 Sanitary Facilities

The Contractor shall provide self-contained toilet units in sufficient numbers for use of all persons involved in the work.

F-26 Bids

No bids shall be withdrawn within a period of sixty (60) days after the opening of the bids.

F-27 Subsurface Soils Information

All subsurface soils information, including but not limited to ledge, boring, refusal, or groundwater elevations, is approximate only and is shown on the Drawings for design purposes only and the convenience of the Contractor. The Contractor shall make his own investigations regarding the actual location and/or nature of such information and shall not rely on nor make claims for any extra payments based on the information shown on the drawings.

GENERAL PROVISIONS

DEFINITIONS AND TERMS:

Department: Shall mean the Department of Health and Human Services City of Portland, Maine acting through its duly authorized representative

Engineer The City Engineer, City of Portland Public Works Department or City's authorized representative, who will review construction activities

BIDDING REQUIREMENTS AND CONDITIONS

The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The City reserves the right to reject any or all bids if it would be in the City's best interest to do so. A proposal which includes a combination of abnormally low and abnormally high unit prices, which results in an unbalanced Bid, may be rejected.

AWARD AND EXECUTION OF CONTRACT: (continued)

Insurance Before work is started under the contract the Contractor will be required to file with the City of Portland, a Certificate of Insurance executed by an insurance company or companies satisfactory to the City and licensed by the State of Maine Insurance Department to do business in the State of Maine, stating that the Contractor carries insurance in accordance with the following requirements and stipulations

- a) Workers' Compensation Insurance With respect to all the operations the Contractor performs and all those performed for him by subcontractors, the Contractor or the subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Industrial Accident Commission, all in accordance with the requirements of the laws of the State of Maine.
- (b) Commercial General Liability: With respect to the operations he performs and also those performed for him by subcontractors, the Contractor shall carry regular Contractor's Public Liability Insurance, and Contractor's Protective Public Liability Insurance, including underground hazard and collapse each covering bodily injury liability of not less than four hundred thousand dollars (\$400,000). The insurance certificate shall also name the City as additional insured on Liability portions (not W/C).
- (c) Automobile Liability Insurance: The contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, covering bodily injury liability of not less than four hundred thousand dollars (\$400,000) for all damages arising out of injury to or destruction of property in one accident or occurrence.
- (f) Blasting: When explosives are to be used in the prosecution of the work, the

insurance required under paragraphs (b), (c), and (d) above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.

- (g) Execution and Limitation: Each policy shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed resident agent in the State of Maine as an authorized representative of the company.
- (h) Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
- (i) Compliance with the requirements of this subsection may be met by procurement of insurance covering all work under contract with the City or may be met by procurement of separate insurance for each individual contract. In either case a Certificate of Insurance shall be filed for each contract to show evidence that all required insurance has been obtained.
- (j) Termination or Change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the City by certified mail at least 30 days in advance of cancellations or of any change in the policy. No change shall be made without prior written approval of the City.
The Contractor shall keep all the required insurances in continuous effect until 31 days after the date of final acceptance of the project or until such time as may be established by the City.
- (k) Contractual Liability Insurance: The Contractor shall carry Contractual Liability Insurance covering the liability he has assumed under the contract to indemnify and save harmless the City of Portland and its Engineer, its officers and employees with respect to bodily injuries in or death of any person or persons or injury to or destruction of property. The limits for such insurance shall be not less than those specified for Commercial General Liability Insurance in paragraph (b) above.

SCOPE OF WORK:

Work: Contractor shall provide all materials, labor and equipment to complete the project in its entirety and ready for owner's acceptance as specified in the contract documents.

Final Cleaning Up: Before final acceptance, the site, structures, lawns, property adjacent to the project and grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess material, temporary structures and equipment and the ground graded to match the surrounding terrain and seeded and mulched if required. All parts of the work shall be left in an acceptable condition as determined by the Engineer.

Basis of Payment: No payment will be made for the final clean-up and the cost thereof shall be considered incidental to the work.

CONTROL OF WORK:

Cooperation with Utilities: At points where the Contractor's operations are adjacent to

properties of railways, telephone, gas, water and/or power companies or are adjacent to other property, damage to which might result in considerable expense loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made. The Contractor is advised to schedule his work to accommodate the possibility of utility pole obstructions.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable, and the duplication or rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

No person, firm, or corporation including City forces shall make or cause to be made any opening or excavation in a public place until contact has been made with all utilities to locate any existing underground gas, water, telephone, power or other installations within said street, way or public place. When gas or other flammable service to buildings is discontinued, the existing service line for such service shall be terminated at a point outside the building.

In the event of interruption to water or Utility services as a result of accidental breakage, or as a result of being exposed or supported, the Contractor shall promptly notify the proper authority. He shall cooperate with the same authority in the restoration of such service as promptly as possible.

Water lines, gas lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction are to be moved by the owners without expense to the Contractor, unless otherwise provided for, or as noted in the plans.

The Contractor shall ascertain the location of existing utilities and any other necessary information by direct inquiry at the office of the utility companies.

LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC

Barricades and Warning Signs: The Contractor shall provide, erect and maintain necessary barricades, suitable and sufficient lights, signs and other traffic control devices, and shall take necessary precautions for the protection of the work and safety of the public. Obstructions shall be lighted during hours of darkness.

The Contractor shall provide, erect and maintain adequate warning signs as specified herein. Warning signs, barricades, lights, temporary signals, and other protective devices shall be constructed and erected as necessary to insure the safe progression of work.

MEASUREMENT AND PAYMENT:

Partial Payments: Partial payments will be made based upon the accepted quantity of work completed and approved by the Engineer.

Acceptance and Final Payment: Prior to final payment, the Contractor and the Engineer shall jointly inspect the project to assure completion of all items, and the Contractor shall supply the Engineer with a marked up set of plans indicating all changes and additions made during construction. A Certificate of Completion will be sent to the Contractor. The Contractor shall guarantee the project for a period of one year from date of completion.

ADDENDUM #1

**CITY OF PORTLAND, MAINE
Ambulance Vestibule at Barron Center
BID #4705**

DATE: January 4, 2005

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

**ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY
ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS
SHEET, SIGNED, AND) SUBMITTED WITH YOUR PROPOSAL.**

**MATTHEW E. FITZGERALD
PURCHASING AGENT**

**Please note: The pre-bid date has been changed from Thursday, January 6, 2005 at
10:00 a.m. to Tuesday, January 11, 2005 at 10:00 a.m.**

Receipt of **Addendum No. 1** to the City of Portland's **BID #4705- Ambulance Vestibule at Barron Center**, is hereby acknowledged

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

_____ Zip Code

W I N T O N S C O T T A R C H I T E C T S

Winton F. Scott, Jr. *Principal*
Mark M. Wilcox *Principal*
Stephen W. Weatherhead *Associate*
Cordelia T. Pitman *Associate*

Barron Center
Ambulance Vestibule

ADDENDUM NO. 1

January 13, 2005

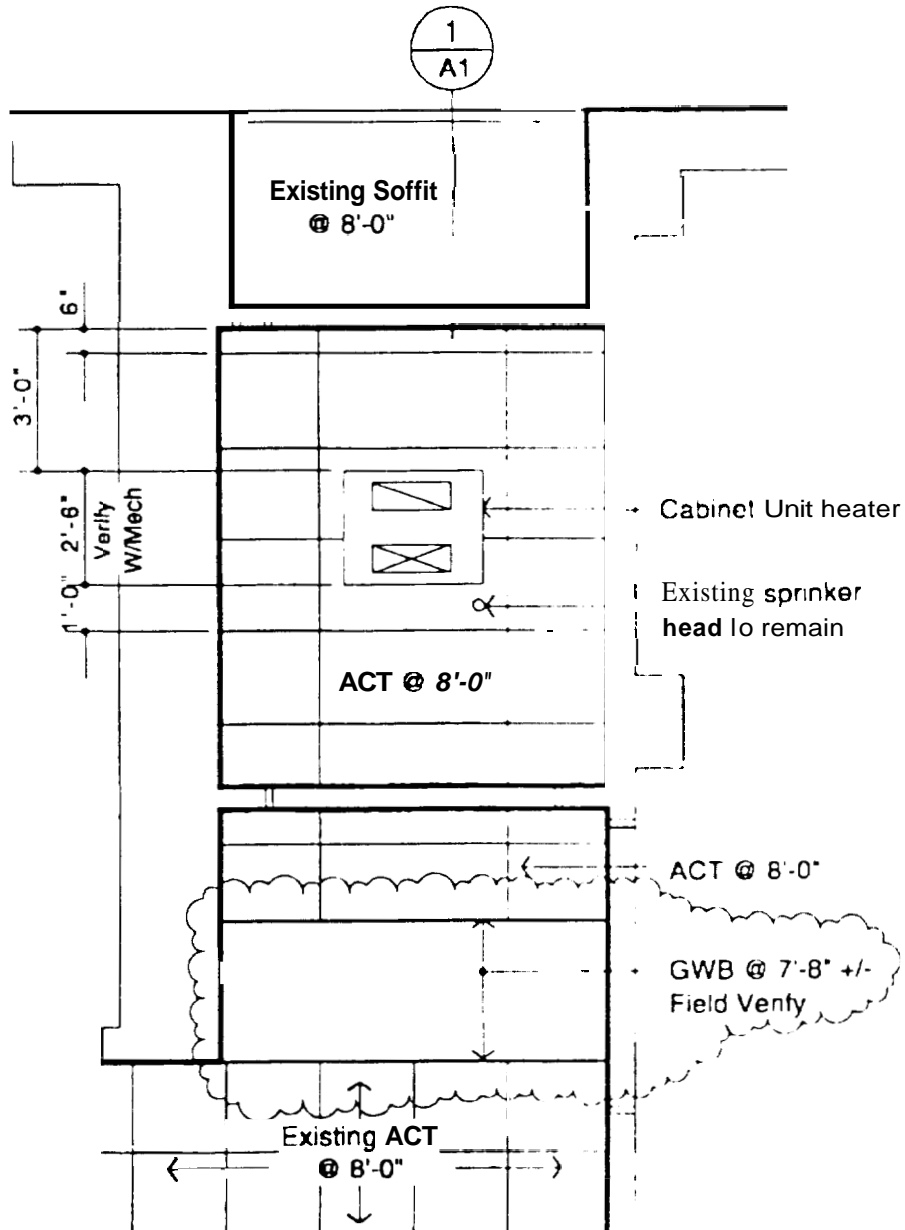
A prebid meeting and walkthrough was held at the site on January 11, 2005 and requirements of the project were outlined.

The following items hereby amend and supersede the plans and specifications dated December 19, 2004 for the above referenced project.

- 1.1 The bid opening date shall be January 26, 2005 at 3:00 **PM**.
- 1.2 **The scope of work for** the vestibule was reviewed. Timing of ordennng **and** limitation **of on** site disruption to a single two week period **was** discussed.
- 1.3 **Work hours of 7:00 AM to 7:00 PM** will be acceptable.
- 1.4 Door **operators** are low energy hydraulic type. This is fundamental to the specification.
- 1.5 No bid bond or performance and payment bond will be required.
- 1.6 For subcontractor access to the vestibule during **bid** period contact **Mike Lopez at 541-6594** between 7:00 and 3:30.
- 1.7 **Access will be allowed** for items **of** prewiring etc.

- 1.8 The Owner will shut down the heating system for the installation ~~of~~ the new unit ventilator isolation valves and piping. The contractor will flush and bleed following installation.
- 1.9 The work area was toured.
- 1.10 The ACT soffit shall be changed to **GWB**, see attached sketch. **GWB on finish** schedule on A2 designates a new **GWB** overlay on the walls of the vestibule. **GC** shall provide blocking for the new wall lights being installed **by** the Owner.
- 1.11 The Sequence of Operation on drawing ME-1 refers to two cabinet unit heaters. There is only one.
- 1.12 Furnish and install 1/2" supply and return piping to cabinet unit heater, not **3/4"** as shown on the piping detail ~~on~~ drawing ME-2.
- 1.13 The aquastat referenced in the Sequence of Operation on drawing ME-1 shall ~~be~~ strap-on type **equal** to Invensys TC-2974.
- 1.14 The wall mounted thermostat shown on drawing ME-2 shall be **equal** to Invensys TC-1 101-404 with a concealed setpoint adjustment. Initial setpoint shall be **60 deg** F.

End of Addendum #1



C

Reflected Calling Plan

1/4" = 1' - 0

Ref Dwg. C/A2

ADDENDUM #2

**CITY OF PORTLAND, MAINE
Ambulance Vestibule at Barron Center
BID #4705**

DATE: January 13, 2005

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued:

The items set forth herein, whether of clarification, omission, addition and or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

**ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY
ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS
SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.**

**MATTHEW E. FITZGERALD
PURCHASING AGENT**

Please note: The Bid Open date has been changed from Wednesday, January 19, 2005 at 3:00 p.m. to Wednesday, January 26, 2005 at 3:00 p.m.

Receipt of **Addendum No. 2** to the City of Portland's **BID #4705- Ambulance Vestibule at Barron Center**, is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

Zip Code

Addendum #2