

## ADDENDUM NO. 2

TO CONTRACT DOCUMENTS FOR:

NEW COMMUNITY CENTER  
TOWN OF SHAPLEIGH  
22 BACK ROAD  
SHAPLEIGH, MAINE

ARCHITECT:

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APRIL 11, 2024

This Addendum (including all attachments) consists of (0) full size sheets, (8) 8 1/2" x 11" pages and (29) items.

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This addendum modifies, amends, and supplements designated parts of the Contract Documents, dated March 4, 2024; for the town of Shapleigh and is hereby made a part thereof by reference and shall be as binding 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.

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### CLARIFICATION

1. The Propane Tank will be supplied and installed by the Town of Shapleigh's propane supplier. Not included in bid.

2. Exterior lighting is as shown on A6, light fixtures mounted on the building.
3. The proposed electrical service from the new pole at the street to the new building shall meet Central Maine Power Company's requirements for an overhead installation.
4. All work shall conform to local and state codes and electrical and plumbing regulations for an assembly use for materials, equipment and workmanship.
5. Contractors will receive an email with the results of the bid opening if requested and emails are supplied.
6. October 2025 is a goal for final completion of the project.
7. The anticipated award date for this project will be two weeks after the bid opening to allow for the town to review the bids and call references.
8. Deadline for RFIs are as noted in Section 002000, 2.05, D. Addendum shall be issued no later than four days before the bids are due.
9. The Contractor is responsible for the following testing: Compaction Density test for Fill, Back-fill, Fill under pavement and building footprint; and Compressive strength testing and slump tests for Concrete.
10. A sprinkler system is not required for this project.
11. The Septic Design is available on the Town's website with the Bid documents.
12. Borings have not been done.
13. This project does not require certified payroll reporting.
14. Back fill gravel is available at the Town Pit at \$5/yard. Other higher quality gravel (parking lot/driveway) materials are not processed but with enough notice could be dug/screened.
15. Scope of cabinet and counter in this project as shown on drawing A2.1 (Referenced as A3 on floor plan. Counters noted in the Function Hall are not included in the bid.
16. All interior window trim shall be paint grade.
17. Base bid for A and B includes paving for the entire existing and proposed parking areas. The Deduct would delete the paving of the parking areas.

18. A perimeter fence is not required but the town will accept closure of the gravel parking lot to the public during the construction process of the new building with provisions for use during town elections.
19. A concrete landing at each entrance door to the building shall be provided as noted on Drawing A4.
20. Price options for both electric and propane-fired HVAC and Hot Water equipment.
21. A fire alarm system is included with the security system design in a bid provided by American Security the town's service provider. See Note F on Drawing A6. Not included in bid.
22. The size of the water line from the well will be determined by the proposed occupancy of the building. (Maximum occupancy in Function Hall (chairs only for meetings) = 279; Maximum occupancy in Function Hall (tables and chairs for events) = 130.
23. The following are the owners' responsibility and not to be included in the bid: Propane tank supply and installation; Fire and security alarm system design and installation; Cabinets and counters (not shown in Interior Elevations on Drawing A2.1) in Function Room and Foyer; Refrigerator and (2) Ranges in Kitchen; (Range Hoods included in bid); Furnishings.

## CHANGES

### 24. Instructions to Bidders Section 00200

1.01 Bid Submission B. Change: "Offers will be accepted until 6:00 PM on April 16, 2024. Offers submitted after 6:00 PM will be returned to the bidder unopened. Do not send bids electronically."

### 25. Bid Form Section 00410

Added: Add/Deduct for propane-fired HVAC and on-demand water heater.

### 26. Supplementary Conditions Section 00800

4.01, A . 3.7.1. Change: "The Contractor shall secure and pay for the Building Permit and other permits and Governmental Fees, Licenses and Inspections necessary for proper execution and completion of the Work. Add: "All Town permit fees are exempt. The Town will cover the states portion directly of the plumbing and septic permits when we submit the

permits. The electrical permit is the Electricians responsibility directly with the State, those fees would not be exempt.”

**27. Alternatives Section 01230**

1.04: Added: E. Alternate No. 5: Change from electric to propane-fired HVAC and on-demand water heater.

**28. Drawing A1**

Add: Knox Box to be installed at one of the entrance doors, location to be determined.

**29. Drawing A6**

Add: Plumbing Plan – Add Floor Drains in the Men, Family, Women, Shower and Kitchen.

**SECTION 00410**

**BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO: Town of Shapleigh**

A. Deliver as instructed in Section 00200, Instruction to Bidders; 2.01, A.

**1.02 FOR:**

A. Construction of a Community Center for the Town of Shapleigh located next to the Shapleigh Town Hall located at 22 Back Road in Shapleigh, Maine. The work includes site work and the building.

**1.03 DATE: \_\_\_\_\_ (Bidder to enter date)**

**1.04 SUBMITTED BY: (Bidder to enter name and address)**

A. Bidder's Full Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**1.05 OFFER**

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by J.C. Cavanaugh Architecture LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

1. Alternate No.1 – Site Plan A: \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

2. Alternate No.2- Site Plan B: \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

3. Alternate No.3 – Operable Partition Deduct \$ \_\_\_\_\_.

4. Alternate No. 4 – Paving  
Site Plan A: Deduct \$ \_\_\_\_\_.  
Site Plan B: Deduct \$ \_\_\_\_\_.

5. Alternate No. 5 – Propane-fired HVAC & Water heater Add/Deduct \$ \_\_\_\_\_.

B. All applicable Federal taxes and State of Maine taxes are excluded from the Bid Sum.

C. We have included the required security deposit as required by the Instruction to Bidders.

**1.06 ACCEPTANCE**

A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.

B. If this bid is accepted by the Town of Shapleigh within the time period stated above, we will:  
1. Execute the Agreement within seven days of receipt of Notice of Award.  
2. Furnish the required bonds within seven days of receipt of Notice of Award.  
3. Commence work within seven days after written Notice to Proceed of this bid.

C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Town of

Shapleigh by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

**1.07 CONTRACT TIME**

- A. Complete the Work in \_\_\_\_\_ calendar weeks from Notice to Proceed.
- B. The Contractor shall pay to the Owner liquidated damages in the sum of \$250.00 for each calendar day of delay.

**1.08 UNIT PRICES**

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. Included in the Base Bid is a lump sum amount for excavation of 3,000 cu. yds. of rock.
- C. For rock excavation less than or more than 3,000 cu. yds of., add or deduct the difference multiplied by the Unit Price of \$ \_\_\_\_\_ per cubic yard.

**1.09 CHANGES TO THE WORK**

- A. When the Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. \_\_\_\_\_ percent overhead and profit on the net cost of our own Work up to a maximum of 15%;
  - 2. \_\_\_\_\_ percent on the cost of work done by any Subcontractor up to a maximum of 10%.
- B. On work deleted from the Contract, our credit to the Town of Shapleigh shall be Architect-approved net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

**1.109 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 5. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 6. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**1.11 SUBMITTALS**

- A. Bidders shall include the following documents with the Bid Form:
  - 1. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents. (Refer to Section 00800, Supplementary Conditions, Paragraph 4.05, Article 11.1 Contractor's Liability Insurance.)

**1.12 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of

\_\_\_\_\_

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

\_\_\_\_\_

(Authorized signing officer, Title)

(Seal)

\_\_\_\_\_

(Authorized signing officer, Title)

**1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.**

**END OF BID FORM**

## **SECTION 01230**

### **ALTERNATIVES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Procedures for pricing alternates.
- B. Documentation of changes to Contract Sum and Contract Time.

##### **1.02 RELATED REQUIREMENTS**

- A. Document 00200 - Instructions to Bidders: Instructions for preparation of pricing for alternatives.
- B. Document 00500 - Agreement: Incorporating monetary value of accepted alternatives.

##### **1.03 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Town of Shapleigh's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

##### **1.04 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1: Site Plan A.
- B. Alternate No. 2: Site Plan B.
- C. Alternate No. 3: Operable Partition – Deduct.
- D. Alternate No. 4: Paving – Deduct
- E. Alternate No. 5: Change from Electric HVAC and On-Demand Water Heater to Propane-fired.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**END OF SECTION**