

BID ADDENDUM NO. (2)

August 15, 2023
The Village of Owego
Owego DRI: Phase III: Firehouse Clocktower Restoration
2550-011

The following Addendum items shall be considered a part of the contract documents prepared by HUNT ENGINEERS, ARCHITECTS, LAND SURVEYORS & LANDSCAPE ARCHITECT, DPC. Bid Document date of July 2023.

Clarifications issued by this Addendum:

1. There will be a third addendum issued to address all RFIs on this project.
2. All questions prior to the bid opening must be received by the close of business on Wednesday, August 30, 2023.
3. The Bid Opening will be at 1pm on Thursday, September 7, 2023, at the Village of Owego Hall Office at 22 Elm St, Owego, NY 13827.
4. Bidding and Award is scheduled for 2023 but construction will be in the Spring of 2024, the project is to be substantially completed by June 30, 2024.

Revisions to Project Manual issued by this Addendum:

ITEM AD1-1 Refer to Section 00 11 13 - ADVERTISEMENT FOR BIDS

DELETE Specification Section 00 11 13 Advertisement for Bids in its entirety.

ADD Specification Section 00 11 13 Advertisement for Bids – issued by this addendum.

ITEM AD1-2 Refer to Section 00 52 00 - STANDARD FORM OF AGREEMENT (AIA A101)

DELETE Specification Section 00 11 13 Advertisement for Bids in its entirety.

ADD Specification Section 00 11 13 Advertisement for Bids – issued by this addendum.

End of Addendum (2)

ACKNOWLEDGMENT OF RECEIPT BY:

LEGAL NAME OF BIDDER: _____

BY (Signature & Title): _____

DATE: _____

THIS PAGE SHALL BE ATTACHED TO AND SUBMITTED WITH THE BID PROPOSAL.

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN, that sealed bids, in DUPLICATE, are sought and requested by the **Village of Owego (hereinafter called "Owner")**, for the construction of the following Project:

DRI - Phase III: Firehouse Clock Tower Restoration

Bids are requested for multiple prime contracts for Roofing Work and General Trades Work, in accordance with Drawings, Project Manual, and other Bidding and Contract Documents prepared by Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC 100 Hunt Center, Airport Corporate Park, Horseheads, NY 14845.

Sealed bids will be received by the Owner until 1 P.M. local time on Thursday, September 7, 2023 at the Village of Owego Hall Office office, 22 Elm Street Owego, NY 13827, at which time and place all bids will be opened and publicly read aloud.

The Bidding Documents and Bid Forms may be examined at the following:

The Builders Exchange of the Southern Tier: www.bxstier.com
East - 15 Belden Street, Binghamton NY 13903 West - 65 E. Main St., Falconer, NY 14733

Village of Owego, 22 Elm Street, Owego, NY 13827

Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC Airport Corporate Park,
100 Hunt Center, Horseheads, NY 14845-1019

Bid Documents are also available for electronic viewing at www.HUNT-EASplans.com;
including an up to date Plan Holders list.

Copies of said documents may be obtained from the Horseheads office of Dataflow, Inc., Airport Corporate Park, 100 Hunt Center, Horseheads, NY 14845, phone (607) 562-2196, fax (607) 562-3214, email "Corning@GoDataFlow.com" by bidders upon payment of a deposit of \$50.00 for each complete set and a separate, non-refundable \$25.00 shipping and handling payment for each set. Electronic (pdf) files are also available for a **non-refundable payment of \$25.00**. All checks for sets of Bidding and Contract Documents shall be made payable to the the Village of Owego . **All checks for shipping and handling, and PDF sets, shall be made payable to Hunt-EAS.**

All Prime Contract Bidders who have paid the aforesaid deposit for an entire set of Bidding and Contract Documents and have submitted a bid with required bid security; **and return such sets to Dataflow Inc. Horseheads office in GOOD CONDITION within thirty (30) calendar days after the award of contract or rejection of bids, shall receive a refund of the full amount of such deposit. Any NON-BIDDER may be refunded his deposit only upon returning plans and specifications PRIOR to the bid opening. Postage and HANDLING are NOT REFUNDABLE.**

All questions prior to bid opening must be received by the close of business on Wednesday, August 30, 2023. Questions shall be directed to James C. Peckham, PE at Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC at email peckhamj@hunt-eas.com. All bidders request for information shall use the form located in specification 00 12 00 - Request for Information. A digital copy of this form is available upon request.

As bid security, each Bid shall be accompanied by a certified check or Bid Bond made payable to Owner, in accordance with the amounts and terms described in the INSTRUCTIONS TO BIDDERS.

The Owner requires that all bids shall comply with the bidding requirements specified in the INSTRUCTIONS TO BIDDERS. The Owner may, at his discretion, waive informalities in bids, but is not obligated to do so, nor does this represent that he will do so. The Owner also reserves the right to reject any and all bids. Under no circumstances will the Owner waive any informality which, by such waiver, would give one Bidder a substantial advantage or benefit not enjoyed by all other Bidders. No Bidder may withdraw his Bid before forty-five (45) days after the actual date of the opening thereof, unless a mistake due to error is claimed by the Bidder in accordance with INSTRUCTIONS TO BIDDERS.

Attention of Bidders is particularly called to requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

A Pre-Bid conference for all Bidders will be held on Thursday, August 3, 2023 at 1 P.M. at the Owego Firehouse at 87 North Ave., Owego, NY 13827 for the purpose of reviewing the bidding procedures, the scope of work, and inspecting the proposed work areas.

Additional site visits are permitted by appointment only. Appointments shall be scheduled with James C. Peckham, PE, Project Coordinator; phone: 607-358-1000.

Contract Requirements

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their age, race, creed, color, religion, sex, national origin, disability, or marital status.

Minority and Women Owned Business Participation Goals

The following goals for MWBE participation on this project have been established at:

Minority Owned Business Enterprises (MBE) 15%

Women Owned Business Enterprise (WBE) 15%

(Municipality to calibrate in accordance with overall requirement for project of 30%)

The Village of Owego reserves the right to waive any irregularities or informalities in or to accept or reject any or all bids.

This Advertisement is issued by:

Owner: The Village of Owego

By: Mike Maratta

Title: Mayor

July 17, 2023 - updated with Addendum #2 dated 08/15/2023

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The Village of Owego
22 Elm Street Owego, NY 13827
Telephone Number: 607-687-1710

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Owego DRI - Phase III: Firehouse Clocktower Restoration

The Architect:
(Name, legal status, address and other information)

Hunt Engineers, Architects, Land Surveyors & Landscape Architect DPC
Hunt Engineers, Architects, Land Surveyors & Landscape Architect, DPC
100 Hunt Center Horseheads, NY 14845
Telephone Number: 607-358-1000

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[®]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[®]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[] Not later than _____) calendar days from the date of commencement of the Work.

[X] By the following date: June 30, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| _____ | _____ |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$ _____, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|-------|-------|
| _____ | _____ |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|-------|-------|---------------------------|
| _____ | _____ | _____ |

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

| Item | Price |
|-------|-------|
| _____ | _____ |

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|-------|-----------------------|-------------------------|
| _____ | _____ | _____ |

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the fifth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

■ %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

[Redacted]

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

[Redacted]

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

[Redacted]

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

.5 Drawings

| Number | Title | Date |
|--------|-------|------|
| | | |

.6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
| | | | |

.7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
| | | |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
| | | |

[] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| | | | |

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mike Baratta, Mayor

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)