

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9632

DATE 8-2-23

TITLE

RESOLUTION TO APPROVE CHANGE ORDER #1 BETWEEN THE WILLIAMSPORT BUREAU OF FIRE AND LUNDY CONSTRUCTION CO, INC.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes the Williamsport Bureau of Fire to approve and authorize change order # 1 with Lundy Construction Co., Inc, 200 Arch Street, Williamsport, PA 17701 for kitchen renovations at fire headquarters, 440 Walnut Street, not to exceed \$27,219.00.

HEREBY, the appropriate City Officials are hereby authorized to execute this agreement between the Williamsport Bureau of Fire and Lundy Construction Co., Inc and any documents necessary to accept the attached agreement.

Approved

James M. Frank
City Clerk

[Signature]
President



Williamsport Bureau of Fire Memorandum

To: Adam Yoder, City Council President and Members of City Council
CC: Derek Slaughter, Mayor and Tracey Rash, Finance Manager
From: Sam R. Aungst, Fire Chief ~~SR~~
Date: February 22, 2023
Re: Project Change Order # 1- Kitchen Renovations at Fire Headquarters

Attached for City Council's review is a resolution approving *Change Order #1* to the original agreement between the City of Williamsport, Bureau of Fire and Lundy Construction in the amount of and not to exceed \$27,219.00.

The original agreement between the City of Williamsport and Lundy Construction was approved by City Council under Resolution # 9597, dated December 15, 2022. This agreement was for kitchen renovation at Fire Headquarters. This change order added a cabinet and counter for the coffee area and paint for the backsplash area. We received a discount on the countertop as well.



LUNDY

CONSTRUCTION CO. INC.

Since 1933

200 Arch Street
Williamsport PA 17701
W: 570-323-8451 ext. 105
M: 570-220-4749
Fax: 570-323-8535
akm@lundyconstruction.com

February 21, 2023

LCC Proposal #2022175A

Chief Sam Aungst
Williamsport Fire Headquarters
440 Walnut Street
Williamsport, PA 17701

RE: Kitchen Renovations with changes
CHANGE ORDER #1

This is our proposal to complete the following workscope:

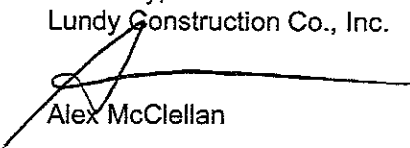
1. Remove and haul away approximately 44 lft of cabinets and 22 lft of countertops.
2. Rebuild soffit over one 24" deep utility cabinet. Stud and drywall over elevated cabinet.
3. Supply and install Kraftmaid Hickory Slate (Translucent Phantom is discontinued. Price based on closest match.) Shaker style cabinets. Stainless steel knobs included.
4. Supply and install Corian Solid Surface birch or domino terrazzo countertops with 1 stainless steel undermount sink.
5. Supply and install Delta High Arch Stainless Steel Faucet.
6. Plumb in new sink.
7. Supply and install LED low voltage under cabinet lighting with 1 switch.
8. We exclude any permits, fees and anything not specifically mentioned above.

The cost of this work, including labor, material, freight, and tax is:	<u>\$ 24,288.00</u>
ADD #1- add cabinet and counter for coffee area	+ \$ 2,275.00
ADD #3- Quartz countertops in place of Corian	- \$ 300.00
ADD #6-Epoxy Paint back splash area with prep	+\$ 956.00
New Contract Price	\$ 27,219.00

This proposal is valid for 10 days and is based on Lundy Construction Co. Inc. standard working hours Monday thru Friday from 7:00 AM to 3:30 PM.

Thank you for considering Lundy Construction. We look forward to working with you.

Sincerely,
Lundy Construction Co., Inc.


Alex McClellan
Project Manager

Accepted By: Name and Title

ALL PROPOSALS SUBJECT TO ATTACHED CONDITION OF PROPOSAL

CONDITIONS OF PROPOSAL

1. To constitute a valid and binding Offer, the Proposal must be signed by an Officer of the Contractor. Prior to Acceptance by the Owner the Proposal may be withdrawn or modified with Notice to the Owner.
2. All Proposals, when accepted, shall constitute a building construction contract as detailed in Lundy Construction's Standard Agreement Between Owner and Contractor for Design-Build Contracts, or other forms of contract as may be specifically stated in Proposal.
3. The Contractor reserves the right to obtain evidence that the Owner has made satisfactory arrangements for financing of the project and prompt payment to the Contractor before ordering materials or beginning work. Such arrangements may include, at the option of the Contractor, an assignment of the construction or other loan proceeds, and receipt of an acknowledgment by the Lender that the payment of the amounts due under the Contract will be made directly to the Contractor by the Lender from Loan funds."
4. Payment: Monthly progress payments due 10th of month following with payment in full due 30 days after acceptance and/or use of completed premises by the Owner. The Contractor reserves the right to bill for the pre-engineered building portion of the contract upon delivery of same, with payment in 10 days. Failure of the Owner to pay such statements promptly may result in the Contractor suspending work until the accounts are paid to date.
5. Bills unpaid after due date shall bear interest at current New York Prime Rate plus two (2%) percent.
6. Guarantee: The Contractor shall repair or replace any items which are found to be defective in workmanship or material within one year from the date of occupancy, or acceptance, whichever occurs first, unless said guarantee is specifically extended for a manufacturer's specific products, etc. Notice of defect and/or requests for adjustment shall be presented, in writing, to the Contractor within 10 days of their occurrence and/or discovery. Neglect or abuse on the part of the Owner, or others, etc., shall void the guarantee. Similarly, failure to properly notify the Contractor shall void the guarantee. The Contractor shall not be held liable for consequential damages to persons or property.
7. Insurance: The Contractor shall effect and maintain, during the life of the contract, applicable Workmens Compensation (Statutory Limits), Property Damage and Public Liability Insurance for Automobile Coverage, Blanket Public Liability Insurance, and Excess Public Liability Insurance. In addition, for all contracts of \$50,000.00 total value or less, the Contractor shall carry Builder's Risk Fire and Extended Coverage Insurance. On contracts in excess of \$50,000.00 the Contractor will carry such insurance and bill the Owner for same at the Contractor's Cost if the Owner does not carry same.
8. Should the Owner provide his own Builder's Risk and Extended Coverage Insurance, the policy shall be amended so that Lundy Construction Company, Inc. appears as an "added named insured" on the policy and a copy of the policy shall be given to the Contractor.
9. In the event the deductible portion of the insurance settlement exceeds \$200.00 for each incidence, the Owner shall compensate the Contractor for his losses between \$200.00 and the payments of the Insurance Carrier. When the project is completed or occupied, the Owner shall assume all coverages and risk in connection with the property and operations.
10. Where required by project conditions and/or law, the services of a Registered Professional Architect or Engineer shall be employed by the Contractor, unless otherwise specifically stated in the Proposal. In the case of a Design/Build contract work on the project shall not proceed until Owner has approved drawings and specifications.
11. The preparation of Environmental Impact Statements, Pollution Control Plans, Sedimentation Control Plans, Hazardous Waste Surveys and Permits, etc., and the securing of associated permits as required by Department of Environmental Resources or other governing bodies shall be the responsibility of the Owner unless otherwise specifically stated in the Proposal.

Approved

Derek Slaughter
Mayor, Derek Slaughter

03/02/2023
Date

Janice M. Frank
City Clerk, Janice Frank

3/2/23
Date

Peg Woodring
Controller, Peg Woodring

3/2/23
Date

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9597

DATE 12-15-22

TITLE

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE WILLIAMSPORT BUREAU OF FIRE AND LUNDY CONSTRUCTION CO, INC.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes the Williamsport Bureau of Fire to enter into an agreement with Lundy Construction Co., Inc, 200 Arch Street, Williamsport, PA 17701 for kitchen renovations at fire headquarters, 440 Walnut Street, not to exceed \$24,228.00.

HEREBY, the appropriate City Officials are hereby authorized to execute an agreement between the Williamsport Bureau of Fire and Lundy Construction Co., Inc and any documents necessary to accept the attached agreement.

Approved

James M. Froude
City Clerk

[Signature]
President



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)
Williamsport Bureau of Fire
440 Walnut Street
Williamsport, PA 17701

and the Contractor:
(Name, legal status, address and other information)
Lundy Construction Co., INC
200 Arch Street
Williamsport, PA 17701

for the following Project:
(Name, location and detailed description)
Williamsport Bureau of Fire
440 Walnut Street, Williamsport, PA 17701
Remove and replace kitchen cabinets, counters and sink/faucet.
Under cabinet lighting.
Remove soffit.

The Architect:
(Name, legal status, address and other information)
None

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.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

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.

Init.

§ 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.

By the following date: TBD-Verify material availability and lead times.

§ 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 Twenty Four thousand two hundred twenty eight and 00/100.

(\$ 24,228.00), 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
------	-------	---------------------------

init.

§ 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: NONE
(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

Owner

§ 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 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th 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 () days after the Architect receives the Application for Payment
(Federal, state or local laws may require payment within a certain period of time.)

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§ 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: 5 percent

(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.)

§ 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.)

Init.

§ 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:

Work identified in the final punch list is completed.

§ 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.)

init.

§ 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.)

Compensation shall be payable to the extent of services performed and materials ordered.

§ 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)

Sam Aungst
(570)447-3057
saungst@cityofwilliamsport.org
Williamsport Bureau of Fire
440 Walnut Street
Williamsport, PA 17701

init.

§ 8.3 The Contractor's representative:

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

Alexandra McClellan, Project Manager, Lundy Construction Co, INC

(570)323-8451

akm@lundyconstruction.com

200 Arch Street

Williamsport, PA 17701

§ 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 I 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.)

Init.

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.5 Drawings

Number	Title	Date
See attached Exhibit A		

.6 Specifications

Section	Title	Date	Pages
See attached Exhibit B 1-5			

.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
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.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.

Derek Slaughter
OWNER (Signature)
Derek Slaughter, Mayor
(Printed name and title)

AP
CONTRACTOR (Signature)
Alex McClellan Project Manager
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Margaret J. Woodrum Controller, 12/10/20
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Init.

James M. Frank City Clerk



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lundy Construction Co., Inc.
200 Arch Street
Williamsport, PA 17701

SURETY:

(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, N.J. 07890

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

OWNER:

(Name, legal status and address)

Williamsport Fire Department
1700 West Fourth Street
Williamsport, PA 17701

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Total Bid

PROJECT:

(Name, location or address, and Project number, if any)

Williamsport Fire Headquarters Kitchen Renovations - 1700 West Fourth Street, Williamsport, PA 17701

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this November 11, 2022

Richard M. Boston
(Witness)

Angela M. Spina
Angela M. Spina, Witness

Lundy Construction Co., Inc.
(Principal) Stephen W. Thelen (Seal)

(Title) [Signature]
Selective Insurance Company of America
(Surety) (Seal)

[Signature]
Dawn M. Jones, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

SELECTIVE INSURANCE

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

STATEMENT OF FINANCIAL CONDITION

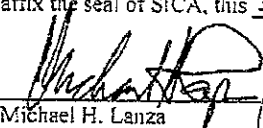
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464	Surplus as regards policyholders	<u>838,299</u>
Premiums receivable	473,031	Total liabilities and surplus as regards policyholders	<u>3,160,635</u>
Other admitted assets	<u>197,698</u>		
Total admitted assets	<u>3,160,635</u>		

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.


Michael H. Lanza
SICA Corporate Secretary

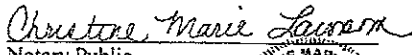


STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Notary Public
My Commission Expires:



CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 16, 2024

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

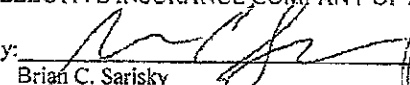
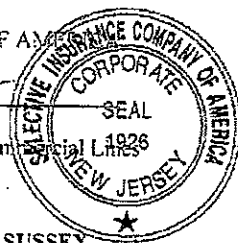
SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **JEANNE PRIMAVERA, DAWN M. JONES, K.A. GELOK, THOMAS S. CARUSO**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS** for bid bonds, consent of surety and bid guarantees only.

Signed this 10 day of JUNE, 2022.

SELECTIVE INSURANCE COMPANY OF AMERICA
By: 
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines


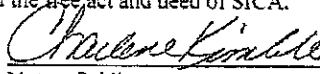
STATE OF NEW JERSEY :

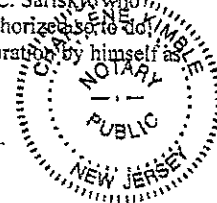
ss. Branchville

COUNTY OF SUSSEX

On this 10 day of JUNE, 2022, before me, the undersigned officer, personally appeared Brian C. Sarisky who acknowledged himself to be the Vice President of SICA, and that he, as such Vice President, being authorized, to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws are valid.

Signed this 11th day of November, 2022.


Michael H. Lanza, SICA Corporate Secretary




COMMONWEALTH OF PENNSYLVANIA
INSURANCE DEPARTMENT

CERTIFICATE OF AUTHORITY

Casualty

Effective Date: April 1, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

NAIC NO. 12572

HAS COMPLIED WITH THE REQUIREMENTS OF THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA RELATING TO ADMISSION IN SAID COMMONWEALTH FOR THE PURPOSE OF TRANSACTING INSURANCE BUSINESS IN PENNSYLVANIA AND THAT THE ABOVE NAMED COMPANY IS HEREBY AUTHORIZED TO TRANSACT THE BUSINESS OF:

Accident and Health 40 P.S. s 382(c)(2)	Auto Liability 40 P.S. s 382(c)(11)
Boiler and Machinery 40 P.S. s 382(c)(5)	Burglary and Theft 40 P.S. s 382(c)(6)
Elevator 40 P.S. s 382(c)(9)	Fidelity and Surety 40 P.S. s 382(c)(1)
Glass 40 P.S. s 382(c)(3)	Inland Marine and Physical Damage 40 P.S. s 382(b)(2)
Livestock 40 P.S. s 382(c)(10)	Other Liability 40 P.S. s 382(c)(4)
Property and Allied Lines 40 P.S. s 382(b)(1)	Water Damage 40 P.S. s 382(c)(8)
Workers Compensation 40 P.S. s 382(c)(14)	

FOR THE YEAR ENDING MARCH 31, 2023 IN ACCORDANCE WITH ITS CHARTER AND IN CONFORMITY WITH THE LAWS OF SAID COMMONWEALTH OF PENNSYLVANIA.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL. THE DATE AND YEAR FIRST ABOVE WRITTEN.

Michael Humphreys
ACTING INSURANCE COMMISSIONER

Bid Response Summary

Bid Number City of Williamsport Fire Dept., Lycoming County
Bid Title Williamsport Fire Headquarters - Kitchen Renovations
Due Date Friday, November 11, 2022 2:00:00 PM [(UTC-05:00) Eastern Time (US & Canada)]
Bid Status Pending Award
Company Lundy Construction
Submitted By Alex McClellan - Friday, November 11, 2022 11:18:53 AM [(UTC-05:00) Eastern Time (US & Canada)]
 akm@lundyconstruction.com 5703238451

Comments

Question Responses

Group	Reference Number	Question	Response
Bidder Acknowledgements			
	1	The Bidder hereby proposes to furnish all labor & materials, to perform the work required for the subject project for the contract prices, (Enter I Agree or I Do Not Agree)	I Agree
	3	The executed contract documents shall consist of the following: a.) Resolution of Award (sent by City); b.) Signed copy of Proposal/Contract; c.) Addenda; d) Bid Bond (Enter I Agree or I Do Not Agree)	I Agree
	6	Enclosed with this proposal is a bidder's bond or cashier's check for five percent bidder's bond (\$5%) dollars, which it is agreed shall be collected and retained by the Owner as liquidated damages if the Owner accepts this bid within ninety (90) days after the opening of bids and the undersigned Bidder then fails to execute the contract and bonds with the said Owner within ten (10) days after official notice of such acceptance; otherwise, said bidder's bond or check shall be returned to the undersigned on demand. (Enter I Agree or I Do Not Agree)	I Agree
	7	The Bidder acknowledges receipt of the following addendum: (Indicate addenda by number and date. If no addenda issued, indicate "None".	None
	8	The Bidder has reviewed the Questions and Answers of this advertisement (Enter I Agree or I Do Not Agree)	I Agree

Supporting Documents

1	Upload Proposal/Contract here	2022175 Williamsport Fire Headquarters Kitchen Renovations.pdf
2	Upload Support Document(s)	
3	Upload Support Document(s)	
4	Upload Support Document(s)	

Pricing Responses

Group	Reference Number	Description	Type	Unit Measure	Quantity	Unit Price	Ext Base Price	Comment	User Field	User Field

Schedule of Prices

	1	2	3
1	Removal of haul away cabinets and countertops	Base 1.00 2140.0000	Lump Sum 2140.000000
2	Rebuild soffit over one 24" deep utility cabinet and stud and drywall over elevated cabinet above microhood	Base 1.00 1165.0000	Lump Sum 1165.000000
3	Supply and install Kraftmaid translucent phantom Lyndale hickory all wood shaker style cabinets, inclusive of all Hardware & Steel Knobs per drawing provided (OR APPROVED EQUAL)	Base 1.00 8858.0000	Lump Sum 8858.000000
4	Supply and installation of Corian solid surface birch or donituo terrazzo countertops with stainless steel undermount double bowl sink (OR APPROVED EQUAL)	Base 1.00 8750.0000	Lump Sum 8750.000000
5	Supply and install Delta high are stainless steel faucet (OR APPROVED EQUAL)	Base 1.00 825.0000	Lump Sum 825.000000
6	Plumb sink	Base 1.00 775.0000	Lump Sum 775.000000
7	Supply and installation of LED low voltage under cabinet lighting with switch	Base 1.00 1775.0000	Lump Sum 1775.000000
Total Base Bid		\$24,288.00	