

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9742

DATE 2-29-24

TITLE

**RESOLUTION AWARDING CONSTRUCTION SERVICES FOR THE BRANDON PARK
BAND SHELL REHABILITATION PROJECT TO LUNDY CONSTRUCTION CO., INC.**

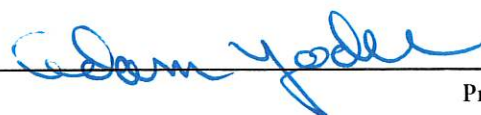
BE IT HEREBY RESOLVED, by the City Council of the City of Williamsport that the Brandon Park Bank Shell Rehabilitation Project be awarded to **Lundy Construction Co., Inc.**, whom was the low bidder for the project. Their base low bid was **\$567,900.00**.

BE IT FURTHER RESOLVED, that the attached agreement is approved and the appropriate city officials are authorized and directed to execute the agreement, and that a copy of this executed agreement then be forwarded to **Lundy Construction Company**.

Approved



City Clerk



President

FORM OF AGREEMENT

The following Agreement is the proposed form which the Owner intends to execute with the Successful Bidder. The portions of the document have been intentionally left blank and will be completed by Owner prior to execution of the Agreement by Owner and Contractor. These portions include date, Contractor's Name and Address, Contract Price and Contract Documents.

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2024 by and BETWEEN

City of Williamsport
100 West Third Street
Williamsport, PA 17701

hereinafter called Owner, and

hereinafter called Contractor,

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Contract No 2024- Brandon Park Band Shell Rehabilitation

1.2 The Project for which the work under the Contract Document may be the whole or only a part is generally described as follows:

Construction of the proposed Brandon Park Band Shell Rehabilitation will include, but is not limited to new painting, structural repairs, bathroom upgrades and miscellaneous site improvements.

ARTICLE 2: ENGINEER

2.1 The Project has been designed by **Gannett Fleming Architects, Inc.**, however, Bill Scott, P.E., City Engineer, is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to

Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

- 3.1 Substantial Completion shall occur on or before September 6, 2024 so long as Notice to Proceed is issued on or before April 5, 2024, and Final Completion shall occur on or before October 11, 2024. The Work will be completed and ready for final payment in accordance with Section 012000 of the Contract Conditions as stated above when the Contract Time commences to run in accordance with the Contract Conditions.
- 3.2 LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the Work is not complete within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the fines, delays, expense, and difficulties involved in providing in a legal or arbitration proceeding in actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Fifty Dollars (\$250.00) for each day that expires after the time specified until the Work is complete.

ARTICLE 4: CONTRACT PRICE

- 4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to below:

Total Base Bid (in figures) \$ _____

Total Base Bid (in words) _____

Deduct Alternate (in figures) \$ _____

Deduct Alternate (in words) _____

Substitutions Alternate (in figures) \$ _____

Substitutions Alternate (in words) _____

Deduct Alternate #1 \$ _____ Accepted Rejected

Substitutions Alternate #1 \$ _____ Accepted Rejected

ARTICLE 5: PAYMENT PROCEDURES

- 5.1. Progress Payments; Retainage. Owner shall consider progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on the day of the Owner's regularly scheduled and advertised monthly meeting. Contractor shall be advised of the Owner's meeting schedule at the preconstruction conference.
- 5.2. Prior to the Contractor completing 50% of the work, the Owner will withhold 10% retainage on all Contractor payments. After completion of 50% of the work, the Owner will reduce the retainage to 5% and continue to withhold 5% on additional payments. Within 60 days following the date of Substantial Completion, the Contractor shall be paid in full less only one and one-half times such amounts as the Engineer may certify as required to complete any then remaining work.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations.

- 6.1 Contractor has familiarized himself or herself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
- 6.2 Contractor has studied carefully any and all reports of investigations at the site or otherwise affecting costs, progress, or performance of the Work, which were relied upon by Engineer in the preparation of the Drawings and Specifications.
- 6.3 Contractor has made or caused to be made examinations, investigations, tests, and studies of such reports and related data as he or she deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 6.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.5 Contractor has given Engineer written notices of all conflicts, errors, or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between Owner and Contractor are attached to this Agreement, made a part hereof, and consists of the following:

- 7.1 Project Manual entitled Brandon Park Band Shell Rehabilitation and consisting of divisions and pages as listed in the Table of Contents thereof.
- 7.2 Drawings entitled Brandon Park Band Shell Rehabilitation and consisting of sheet numbers and titles as listed on the Drawing Set Cover Sheet.
- 7.3 Addendum Numbers _____ to _____, inclusive.

- 7.4 Contractor's Bid (pages _____ to _____, inclusive.
- 7.5 Documentation submitted by Contractor prior to the execution of Agreement.
- 7.6 Any Modification, including Change Orders, duly delivered after execution of Agreement.
- 7.7 There are no Contract Documents other than those listed above in this Article.
- 7.8 The Contract Documents may only be altered, amended, or repealed by a Modification (as defined in the General Conditions).

Article 8 – MISCELLANEOUS

- 8.1 Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5 SEXUAL HARASSMENT

CONTRACTOR shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. CONTRACTOR shall include the provisions of this sexual harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Owner, Owner's Counsel, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.

OWNER:

CONTRACTOR:

CITY OF WILLIAMSPORT

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

100 West Third Street

Williamsport, PA 17701

Address for giving notices: