

BARTON & LOGUIDICE

ADDENDUM NO. 1  
TO CONTRACT DOCUMENTS  
AND SPECIFICATIONS FOR  
CITY OF MIDDLETOWN  
NEW COURTHOUSE FACILITY  
CONTRACT NO. 1A – GENERAL CONSTRUCTION  
CONTRACT NO. 1B – MECHANICAL CONSTRUCTION  
CONTRACT NO. 1C – PLUMBING & FIRE PROTECTION CONSTRUCTION  
CONTRACT NO. 1D – ELECTRICAL CONSTRUCTION

TO ALL HOLDERS OF CONTRACT DOCUMENTS:

This Addendum is part of the Contract Documents in accordance with Section 00 01 00 INFORMATION FOR BIDDERS, Article 00 01 00.08 – “Addenda and Interpretations” of the Contract Documents and Specifications.

1. Reference: TABLE OF CONTENTS
  - a. Page 1, under SECTION 00 01 60 – ADDITIONAL INSTRUCTIONS, ADD the following:  
“-13 ALLOWANCES”
  - b. Page 6, under DIVISION 01 – GENERAL REQUIREMENTS, ADD the following:  
“01 21 00 ALLOWANCES”
2. Reference: SECTION 00 00 20 – ADVERTISEMENT FOR BIDS
  - a. Page 1, first paragraph, fourth line, DELETE “September 24, 2024 the SUBSTITUTE THEREFOR “October 10, 2024”.
  - b. Page 2, fifth paragraph, second line, DELETE “September 5, 2024 the SUBSTITUTE THEREFOR “September 18, 2024”.
3. Reference: SECTION 00 01 60 – ADDITIONAL INSTRUCTIONS
  - a. Page 4, fourth paragraph, DELETE the following:  
“Contract No. 1B – Mechanical Construction:  
Additive Bid Item No. 1 – Roof Replacement: Remove and Replace the main roof level, elevator penthouse, and lower entry roofs, and furnish and install new roof curbs on rooftop mechanical equipment as shown and detailed on Contract Documents.”  
  
and SUBSTITUTE THEREFOR the following:  
  
“Contract No. 1B – Mechanical Construction:  
  
Additive Bid Item No. 1 – Roof Replacement: Remove and Replace the main roof level, elevator penthouse, and lower entry roofs, and furnish to the General Contractor to install new roof curbs on rooftop mechanical equipment as shown and detailed on Contract Documents.”

- b. Page 4, ADD the following:

“00 01 60.13 ALLOWANCES

Bidders are hereby notified that the respective Bids shall include the following contingency allowances to the Contract. See specification Section 01 21 00 Allowances.

General Construction – \$173,000

Mechanical Construction – \$50,000

Plumbing/Fire Protection – \$15,000

Electrical Construction – \$30,000

All coordination work conducted as a part of an allowance shall be included as a part of the respective Contract Total Base Bid. If the work provided as a part of an allowance total less than the allowance amount, the difference will be deducted from the Contract price as a credit at the completion of the contract. If the work provided as part of an allowance totals more than the allowance amount, the Owner will increase the Contract amount by Change Order.”

4. Reference: SECTION 00 03 70 – BID PRICES
- a. DELETE this Section in its entirety and SUBSTITUTE THEREFOR the revised 00 03 70-1R – 00 03 71-10R, as attached to this Addendum No. 1.
5. Reference: SECTION 01 21 00 – ALLOWANCES
- a. ADD this Section 01 21 00 in its entirety, as attached to this Addendum No. 1.

BARTON & LOGUIDICE, D.P.C.



Timothy R. Bivens, A.I.A.  
Vice President

/jms

Attachments

CITY OF MIDDLETOWN  
NEW COURTHOUSE FACILITY

CONTRACT NO. 1A – GENERAL CONSTRUCTION  
CONTRACT NO. 1B – MECHANICAL CONSTRUCTION  
CONTRACT NO. 1C – PLUMBING & FIRE PROTECTION CONSTRUCTION  
CONTRACT NO. 1D – ELECTRICAL CONSTRUCTION

EMAIL TRANSMISSION  
PLEASE ACKNOWLEDGE BY RETURN EMAIL

**Addendum No. 1**

**Acknowledged by Bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

RETURN WITH SIGNATURE ACKNOWLEDGEMENT TO:

[jfelber@bartonandloguidice.com](mailto:jfelber@bartonandloguidice.com)

SECTION 00 03 70

BID FOR CONSTRUCTION OF  
CONTRACT NO. 1A – GENERAL CONSTRUCTION

TO THE CITY OF MIDDLETOWN:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1A – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Item

1. Lump Sum Contract No. 1A – General Construction

_____	_____	_____
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Allowance Item

1. Provide Allowance (per Section 00 01 60.13 Allowances in Additional Instructions).

<u>One Hundred and Seventy-Three Thousand Dollars</u>	<u>\$173,000</u>	<u>.00</u>
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

**Total Base Bid**

**(Base Bid plus Allowance)**

_____	_____	_____
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Contract No. 1A continued on next page

SECTION 00 03 70

BID FOR CONSTRUCTION OF  
CONTRACT NO. 1A – GENERAL CONSTRUCTION  
- Continued -

Additive Bid Item

1. Additive Bid Item No. 1 – Roof Replacement: Remove and Replace the main roof level, elevator penthouse, and lower entry roofs, and furnish and install new roof curbs on rooftop mechanical equipment as shown and detailed on Contract Documents.

_____	_____	_____
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

2. Additive Bid Item No. 2 – Front Entrance Canopy: Furnish and install new front entrance canopy and associated site work on the south side of the building as shown and detailed on Contract Documents.

_____	_____	_____
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

3. Additive Bid Item No. 3 – Rear Canopy: Furnish and install new rear canopy on the west and north sides of the building as shown and detailed on Contract Documents.

_____	_____	_____
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Acknowledgement of Addenda

Addendum No.

Date Received

_____	_____
_____	_____
_____	_____

SECTION 00 03 70

BID FOR CONSTRUCTION OF  
CONTRACT NO. 1B – MECHANICAL CONSTRUCTION

TO THE CITY OF MIDDLETOWN:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1B – Mechanical Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Item

1. Lump Sum Contract No. 1B – Mechanical Construction

_____	_____	_____
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Allowance Item

1. Provide Allowance (per Section 00 01 60.13 Allowances in Additional Instructions).

_____	_____	_____
Fifty Thousand Dollars	\$50,000	.00
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

**Total Base Bid**

**(Base Bid plus Allowance)**

_____	_____	_____
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Contract No. 1B continued on next page



SECTION 00 03 70

BID FOR CONSTRUCTION OF  
 CONTRACT NO. 1C – PLUMBING & FIRE PROTECTION CONSTRUCTION

TO THE CITY OF MIDDLETOWN:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1C – Plumbing & Fire Protection Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Item

1. Lump Sum Contract No. 1C – Plumbing & Fire Protection Construction

(Price Written in Words)	Dollars	Cents	(Price Written in Figures)

Allowance Item

1. Provide Allowance (per Section 00 01 60.13 Allowances in Additional Instructions).

Fifteen Thousand Dollars	\$15,000	.00	
(Price Written in Words)	Dollars	Cents	(Price Written in Figures)

**Total Base Bid**

**(Base Bid plus Allowance)**

(Price Written in Words)	Dollars	Cents	(Price Written in Figures)

Contract No. 1C continued on next page

SECTION 00 03 70

BID FOR CONSTRUCTION OF  
CONTRACT NO. 1C – PLUMBING & FIRE PROTECTION CONSTRUCTION  
- Continued -

Acknowledgement of Addenda

Addendum No.

Date Received

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SECTION 00 03 70

BID FOR CONSTRUCTION OF  
CONTRACT NO. 1D – ELECTRICAL CONSTRUCTION

TO THE CITY OF MIDDLETOWN:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1D – Electrical Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Item

1. Lump Sum Contract No. 1D – Electrical Construction

_____	_____	_____
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Allowance Item

1. Provide Allowance (per Section 00 01 60.13 Allowances in Additional Instructions).

_____	_____	_____
Thirty Thousand Dollars	\$30,000	.00
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

**Total Base Bid**

**(Base Bid plus Allowance)**

_____	_____	_____
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Contract No. 1D continued on next page

SECTION 00 03 70  
BID FOR CONSTRUCTION OF  
CONTRACT NO. 1D – ELECTRICAL CONSTRUCTION  
- Continued -

Acknowledgement of Addenda

Addendum No.

Date Received

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SECTION 00 03 70

BID

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone/Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
FEIN: \_\_\_\_\_  
(Federal Employee  
Identification Number) \_\_\_\_\_

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

SECTION 00 03 70

BID

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check\*, cash\*, or a bid bond\* for the sum of \_\_\_\_\_  
(\$\_\_\_\_\_) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated \_\_\_\_\_, 20\_\_ \*\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

Print Name of Signer of Bid \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Cross out designations not applicable.

\*\* Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

## SECTION 01 21 00

### ALLOWANCES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
  - 1. Contingency allowances.

##### 1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

##### 1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

##### 1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

## 1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

## PART 2 - PRODUCTS

(NOT USED)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1A – General Construction Contingency Allowance: Include a contingency allowance of \$173,000.00 for use according to Owner's written instructions.
- B. Allowance No. 1B – Mechanical Construction Contingency Allowance: Include a contingency allowance of \$50,000.00 for use according to Owner's written instructions.
- C. Allowance No. 1C – Electrical Construction Contingency Allowance: Include a contingency allowance of \$15,000.00 for use according to Owner's written instructions.
- D. Allowance No. 1D – Plumbing Construction Contingency Allowance: Include a contingency allowance of \$30,000.00 for use according to Owner's written instructions.

END OF SECTION