



## **CITY OF TORRINGTON**

### **Addendum # 1**

**ADDENDUM #1 PERTAINS TO QUESTIONS AND ANSWERS FOR THE STREETLIGHT MAINTENANCE FOR THE CITY OF TORRINGTON. IT ALSO INCLUDES A COPY OF THE SIGNED CONTRACT AND THE YEAR 10 BASE CONTRACT PRICE.**

#### **RFP #SLM-026-052510 STREETLIGHT MAINTENANCE SERVICES**

Date of bid opening: May 25, 2010      Time: 2:00 PM      Location: City Hall, 140 Main St., Room 206, Torrington

#### **Submit signed addenda with bid.**

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Dated in Torrington: May 7, 2010      Purchasing Agent \_\_\_\_\_  
Pennie Zucco

Bid Submitted By: \_\_\_\_\_

Name of Company \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

### **Questions & Responses 5/7/10**

**Question 1:** Is the City looking for a yearly, lump sum for all of the services described, although priced on a cost per streetlight or incident based on estimates, or is the City more interested in a unit cost pricing approach for each incident or event?

**Response 1:** Proposals shall include costs as indentified in Section 19 – Bid Form/Schedule of Fees.

**Question 2:** Besides responding to the RFP as is it proposed, is the City interested in entertaining any alternative or options in addition to the base bid set?

**Response 2:** Yes.

**Question 3:** If the City is interested in alternatives, where would the appropriate place in the proposal documentation be for such information?

**Response 3:** Other Cost Savings alternatives can be presented as part of Supporting Documentation in accordance with Section 3 of the RFP.

**Question 4:** Is the City self-performing this work now or is there a contractor currently performing some or all of this work?

**Response 4:** The work is currently being performed by a Contractor.

**Question 5:** If a contractor is currently being used, is it a union or non-union company?

**Response 5:** Not relevant.

**Question 6:** If a contractor is being used, when is the current contract for services over?

**Response 6:** The current Contract will expire August 31, 2010.

**Question 7:** Will the City provide the successful contractor with an electronic version of the Streetlight database?

**Response 7:** Yes, in Excel worksheet format.

**Question 8:** If the City will provide an electronic version of the Streetlight database, will the City require the successful contractor to regularly update and calibrate with the City’s database?

**Response 8:** No, the City maintains and updates the database.

**Question 9:** Does the city anticipate any GIS mapping as part of the scope of this work?

**Response 9:** No.

Questions & Responses 5/7/10

Pg. 2 of 2

**Question 10:** If the City does anticipate GIS mapping, does the City have any software or technology platform preferences?

**Response 10:** Not applicable, the City maintains and updates all streetlight mapping.

**Question 11:** Can the City provide the current manufacturer, style, model and expected inventory counts of each piece of equipment it expects the successful contractor to inventory?

**Response 11:** No, the contractor is expected to have knowledge and experience in maintaining similar systems and supply an appropriate inventory based on that knowledge and experience.

**Question 12:** Will the City allow any alternates to the current equipment?

**Response 12:** The city is always interested in cost savings opportunities and is looking to have a Contractor that will provide cost savings opportunities and alternatives for the city's review. Alternatives that do not benefit the City by improving service or reducing costs will not be considered.

**Question 13:** Does the City anticipate the need for a private web portal for the submission of incidents, email and data?

**Response 13:** No.

**Question 14:** Has the City undertaken any investigation into a wattage reduction strategy for energy savings?

**Response 13:** Yes.

**Question 15:** If so, what is the City's position on such a strategy?

**Response 15:** The City supports a strong working relationship between the Contractor, City and Utility Company to find and implement energy efficiency improvements and cost savings.

**Question 16:** Would the City be open to an alternate in which the successful Contractor would assume all responsibility for regular lights-out operational inspections?

**Response 16:** Yes, if the work results in savings to the City.

**Question 17:** Can you provide the last contract including service rates for The Torrington Street Light Maintenance Service Contract held by the previous Electrical Service Provider for as long as the contract was held by them?

**Response 17:** Copy of 9/1/2000 Contract attached.

**Question 18:** If it was extended for another term, please include for both terms held.

**Response 18:** Copy of last (final) 7/31/09 extension letter attached.

**STREET LIGHTING EQUIPMENT MAINTENANCE  
CONTRACT**

This contract made and entered into on the 1 day of Sept., 2000, by and between the City of Torrington, a municipal corporation located in the County of Litchfield and State of Connecticut, hereinafter referred to as the "**CITY**", and TURRI, INC. of 766 RIVERSIDE AVENUE, TORRINGTON, CT, 06790, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH

In consideration of the mutual promises of the parties hereto, they hereby covenant and agree as follows:

**1. DEFINITION OF TERMS**

Street Lighting Equipment:	Shall include, lamp, bracket, luminaire, photocell, fixture conductor, hardware and controls.
Bracket:	Device used to support a Luminaire or fixture on a pole.
Group Lamp Replacement	Replacement of all lamps within a contiguous geographical section.
Lamp:	Light Source to be 30,000 hour rated life lamps, non-cycling, lead free and reduced mercury high pressure sodium lamps.
Luminaire:	A complete lighting unit consisting of a lamp, or lamps, together with the parts designed to distribute the light, to position and protect the lamps and to connect the lamps to the power supply.
Photocell:	A light-sensitive switching device used to turn lights on at dusk and off at dawn.

**2. SCOPE OF CONTRACT**

A. Street Lighting Equipment to be maintained under this contract shall include all street lighting equipment as listed in Exhibit A (attached), including group lamp replacement, replacement of lamps, broken glass and photocells.

B. Routine Street Lighting Equipment maintenance shall include the replacement of burned out lamps, broken glass (when available) and photocells, and the repair of defective street lighting equipment. Repair shall be made upon notification by CITY to CONTRACTOR via email to "[turri01@snet.net](mailto:turri01@snet.net)". Repairs shall be made within five (5) working days of notification. CONTRACTOR shall notify CITY of date and time of repairs within three (3) working days. Extreme weather conditions shall be cause for extension of the five working days to make repairs.

September 1, 2000  
Street Lighting Equipment Maintenance

Contract  
Page 1

**STREET LIGHTING EQUIPMENT MAINTENANCE  
CONTRACT**

C. The CONTRACTOR shall conduct an annual street light operational inspection during the month of October. Following the operational inspection all inoperative street lights shall be repaired.

D. Group lamp replacement shall be performed on a schedule to accomplish replacement of all lamps during years one and two of the CONTRACT and during years seven and eight of any contract extension. The CITY will provide police protection for the CONTRACTOR during group lamp replacement along state roads if warranted by the local Traffic Authority.

E. CONTRACTOR shall install during group lamp replacement, City of Torrington ownership identification labels and lamp fixture identification in accordance with current ANSI recommendations and Cl&P practices. All labels to be provided by the CITY.

F. Cleaning of reflectors and glass refractors shall be performed by the CONTRACTOR during group lamp replacement.

G. New street light installations, removals, relocations and transfers will be performed by the power company at the CITY'S expense. The CITY will notify the CONTRACTOR of location, street number or pole number. CONTRACTOR shall provide street lighting equipment to power company at CITY'S expense.

H. Work not included as part of street lighting equipment maintenance and to be paid for by the CITY or others includes: installation of new street lights within new underground developments and the upgrading of obsolete fixtures.

**3. BASIS AND METHOD OF PAYMENT**

A. The base contract price annual maintenance fee for the twelve month period commencing September 1, 2000 shall be \$78,084.00 (seventy-eight thousand, eighty-four dollars and no cents) on the basis of maintenance of 3,774 street lights.

B. Monthly billings shall be issued by CONTRACTOR in twelve (12) equal monthly amounts of \$6,507.00 (six thousand five hundred seven dollars and no cents) for service rendered within ten (10) days following the end of each month.

C. Payment shall be made to the CONTRACTOR by the CITY within thirty (30) days of receipt of the invoice.

D. The annual maintenance fee for the maintenance of street lighting equipment shall be increased, effective September 1, of each subsequent year of this contract at the amount of one percent (1%) per year for years two through five and seven through ten. The contract price for year six shall be equal to

**STREET LIGHTING EQUIPMENT MAINTENANCE  
CONTRACT**

the base contract price of \$78,084 adjusted by the percent change in the level of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Northeast Region - All items - (1982-84=100). Reference period shall be March 2000 (CPI-W = 175.1) to March 2005. In addition, effective September 1, of each subsequent year of this CONTRACT the base contract price annual maintenance fee shall be adjusted to reflect the current number of street lights to be maintained on the basis of \$20.69 per street light for year one.

**4. CONTRACTOR'S RESPONSIBILITIES**

A. The CONTRACTOR shall designate a qualified company representative who shall be employed on a full-time basis to coordinate all work performed and act as the liaison between the CONTRACTOR and CITY. The representative selected by the CONTRACTOR shall be approved by the Director of Public Works, which approval shall not be unreasonably withheld.

B. CONTRACTOR shall establish and maintain an office and telephones within the City. The CONTRACTOR shall have a email address, clerk or answering service available to receive instructions from the Director of Public Works or his representative, and to receive and process inquiries and work order requests from the CITY twenty-four (24) hours per day, including holidays, for the term of the CONTRACT.

C. The CONTRACTOR shall provide and maintain all equipment, including bucket trucks, necessary for carrying out this contract. All equipment shall be kept clean and in good working order and repair. All vehicles used for the work of this contract shall have clearly visible on each side the name and phone number of the CONTRACTOR. Failure to maintain equipment in reliable working condition shall be grounds for declaring the CONTRACTOR in default.

D. The CONTRACTOR shall be responsible for damage to private property arising from his operations. The CITY shall be held free of any and all liability arising therefrom.

E. The CONTRACTOR shall operate vehicles in such a manner so as to not impede traffic flow on CITY streets.

F. The CONTRACTOR shall properly manage, handle, recycle and dispose of any materials that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order.

G. All work performed under this contract must meet all applicable codes and the Connecticut Light & Power Company's standards for street lighting equipment included as Exhibit B.

**STREET LIGHTING EQUIPMENT MAINTENANCE  
CONTRACT**

**5. PERFORMANCE BOND**

The CONTRACTOR shall, prior to signing this instrument, furnish a Performance Bond, in a form acceptable to the CITY, for one hundred percent (100%) of the first year's contract. For each succeeding year of the life of the Contract, the CONTRACTOR shall, on or before June 1 of each year, provide a Performance Bond for one hundred percent (100%) of the next year's contract price as determined in accordance with Section 3 of this Contract. For purposes of this section, the Contract Year is from September 1 to August 31.

**6. INSURANCE PROVISIONS**

A. The CONTRACTOR shall, prior to signing this instrument, provide the CITY, at his own expense, certificates of insurance for the below outlined coverages and limits. Each certificate shall require that notice be given to the City not less than thirty (30) days prior to cancellation or material change in the policy.

B. Contractor's and Subcontractor's Public Liability, Property Damage, Vehicle Liability and Owner's Protective Liability Insurance shall be in the type and amounts shown below:

Contractor's General Liability & Property Damage	\$2,000,000/\$1,000,000
Automobile Public Liability & Property Damage	\$1,000,000
Excess Liability Umbrella Form	\$5,000,000/\$5,000,000
Workers Compensation & Employer's Liability	\$500,000/\$100,000
Owner's & Contractor's Protective Liability	\$2,000,000/\$1,000,000

C. All policies shall name the City of Torrington, its officers, agents, and employees as additional insured. This provision shall be reflected on all Certificates of Insurance.

D. The Contractor shall indemnify, hold harmless, and exempt the City, its agents, servants, and employees from and against all legal proceedings, claims and associated costs and Attorney's fees incident to any work done in the performance of this CONTRACT arising out of a willful or negligent act or omission of the CONTRACTOR, its agents, servants, or employees.

**STREET LIGHTING EQUIPMENT MAINTENANCE  
CONTRACT**

**7. DEFAULT**

If the CONTRACTOR fails to perform this Contract in accordance with its terms, the CITY shall have the right, in addition to all other remedies it may have, to declare the CONTRACTOR in default, and to resubmit the contract for further bid. In that event, the Contractor shall pay to the City, as liquidated damages, the amount of any excess of the new contract price over the contract price herein provided for, both prorated to the period of time covered by the unexpired term of the Contract at the time of default.

**8. TRANSFERABILITY OF CONTRACT**


No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the City, which consent will not be unreasonably withheld. In the event of any assignment. The assignee shall assume all of the liability of the CONTRACTOR.

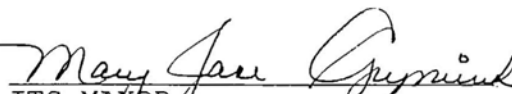
**9. DURATION**

The contract period covered by this instrument shall be five (5) years from September 1, 2000 through August 31, 2005. Said period shall be automatically extended on a year-to-year basis for a total period not to exceed ten (10) years unless either party shall notify the other not later than June 1 of its intention not to so extend this Contract.

IN WITNESS WHEREOF, this instrument is executed in TWO (2) counterparts, each one of which shall be deemed an original, this the 1 day of Sept, 2000.

FOR THE CITY OF TORRINGTON:

  
WITNESS

  
ITS MAYOR

FOR TURRI, INC.

  
WITNESS

  
ITS PRESIDENT

# City Of Torrington



PUBLIC WORKS DEPARTMENT  
Gerald C. Rollett, P.E., Public Works Director  
Email: JerryRollett@TorringtonCT.org

140 Main Street • City Hall  
Torrington, CT 06790-5245  
(860) 489-2232 • Fax: (860) 489-2550

July 31, 2009

Turri Electric  
766 Riverside Avenue  
Torrington, CT 06790

Re: Street Light Maintenance Contract – Year 10

Dear Mr. Turri:

In accordance with the Street Lighting Equipment Maintenance Contract dated September 1, 2000 and subsequent conversations with you, the Year-10 base contract price effective September 1, 2009 shall be \$ 84,387.24 on the basis of 3,729 streetlights at \$20.69 per streetlight for year one increased by the amount of one percent per year. The Year-10 base contract price shall be adjusted for additions/deletions of streetlights on the basis of \$ 22.63 per streetlight. An electronic copy of the 9/1/09 "Exhibit A" database will be e-mailed for your use and files.

Future installations and removals will require a contract adjustment as warranted when energized.

The annual street light operational inspection shall be conducted during the month of October 2009. All inoperative streetlights shall be repaired.

As always, I appreciate the excellent working relationship the City has had with Turri Electric and look forward to our tenth year of service.

Sincerely,

Gerald C. Rollett, P.E.

Public works Director

Enc.