



**CITY OF TORRINGTON**

**Addendum # 2**

**ADDENDUM #2 FOR WINTHROP STREET BARN ROOF REPAIRS, TORRINGTON, CT PERTAINS TO SUBMITTED QUESTION(S) & ANSWERS, CORRECTIONS AND THE ADDITION OF THE CONTRACT TO THE SPECIFICATIONS OF THE ROOF REPAIRS.**

**BID # BID # WSB-032-032411 WINTHROP STREET BARN ROOF REPAIRS, TORRINGTON, CT**

Date of bid opening: March 24, 2011 Time: 11:00 A.M. Location: City Hall, 140 Main Street, 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: March 18, 2011

Purchasing Agent \_\_\_\_\_  
Pennie Zucco

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**Question(s)/Changes 3/18/11**

- 1) **Q)** Should “equivalent” be added to the Timberline HD Shingles?  
**A)** The new specification calls for a Timberline HD shingles (which carries a lifetime warrantee) or approved equivalent.
- 2) Change to #3 in specifications of Addendum #1 - Remove existing shingles – approximately 45 squares - **Include in Base Bid.**
- 3) Change to #4 in Specifications of Addendum #1: Furnish and Install Timberline HD shingles (which carries a lifetime warranty) or approved equivalent – approximately 45 squares. **Include in Base Bid.**
- 4) The Contract Agreement attached to Addendum #2 which shall be part of the bid specifications.

## **CONTRACT AGREEMENT**

**THIS AGREEMENT** is by and between **The City of Torrington** (hereinafter called CITY) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

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

### **ARTICLE 1 – WORK**

#### **1.01 SCOPE**

The scope of work includes supplying all equipment, labor, materials, tools, vehicles, superintendence and insurance to perform all work necessary for “Winthrop Street Barn Roof Repairs, Torrington, CT”. Contractor shall certify the requirements have been met upon completion of installation of said project.

### **ARTICLE 2 – THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as in the General Scope of work. The completed project will result in the furnishing all equipment, labor, materials, and superintendence to perform all work necessary for the installation of Timberline HD shingles (which carries a lifetime warranty) on a portion of the City Maintenance Barn, 59 Winthrop Street, Torrington, CT 06790.

### **ARTICLE 3 – CONTRACT TIMES**

#### **3.01 Time of the Essence**

Contractor agrees that the Work will be completed within the Milestone limits as follows:

- A. The Contractor for Winthrop Roof Repairs must complete this project at a City facility within sixty (60) days from the date of notice to proceed in accordance with all terms set forth within the bid specifications of the Winthrop Street Barn Roof Repairs.

#### **3.02 Liquidated Damages**

- B. CONTRACTOR and CITY recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 herein, plus any extensions thereof allowed in the General Conditions.

The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY one hundred (\$100.00) dollars for each day that expires after the any specified milestone time is not met and complete.

**ARTICLE 4 – CONTRACT PRICE**

4.01 CONTRACTOR will complete the Work in accordance with the Contract Documents and CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established Contract Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

**UNIT PRICE WORK AS PER EXIHIBIT “A”**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Amount</u></b>
1.	Base Bid – All costs associated with project (excluding fascia repairs, decking repairs, Soffit repairs, rafter repairs, & gutter system)		\$_____
2.	Decking replacement (per square feet) _____ _____	\$_____	
3.	Fascia Board Replacement (per lineal feet) _____ _____	\$_____	
4.	Rafters Replacement (per lineal feet) _____ _____	\$_____	
5.	Soffit Replacement (per lineal feet) _____ _____	\$_____	
6.	Gutter System _____ _____		\$_____

**ARTICLE 5 – PAYMENT PROCEDURES**

CONTRACTOR shall submit and CITY will process Applications for Payment as specified within the Contract Documents.

The City reserves the right to withhold the five (5%) percent retainage for a period of ninety (90) days from the date of Substantial Completion.

## **ARTICLE 6 – CONTRACTOR’S REPRESENTATIONS**

- 6.01 In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents (including addenda(s)) and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.
  - D. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - E. CONTRACTOR is aware of the general nature of work to be performed by CITY if any and others at the Site that relates to the Work as indicated in the Contract Documents.
  - F. CONTRACTOR has given CITY written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by DIRECTOR is acceptable to CONTRACTOR.
  - G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 7 – CONTRACT DOCUMENTS**

- 7.01 The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the following:
- 1. This Contract Agreement
  - 2. Information for Bidders
  - 3. All Bid Documents and Specifications
  - 4. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_ , inclusive
  - 5. Documentation submitted by CONTRACTOR prior to Notice of Award
  - 6. Performance, Payment and other Bonds

7.02 There are no Contract Documents other than those listed above in this Article 7.

## **ARTICLE 8 – MISCELLANEOUS**

### 8.01 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys 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.

### 8.02 Successors and Assigns

- A. CITY 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.

### 8.03 Severability

- A. 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 CITY and CONTRACTOR, who agree what 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.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_(which is the Effective Date of the Agreement).

CITY:  
\_\_\_\_\_

CONTRACTOR:  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Public Works Director  
City of Torrington  
140 Main Street  
Torrington, CT 06790

\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_

(Where applicable)

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_  
(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: J. Brett Simmons

Name: \_\_\_\_\_

Title: Superintendent of Parks & Recreation

Title: \_\_\_\_\_

Address: 153 South Main Street

Address: \_\_\_\_\_

Torrington, CT 06790

\_\_\_\_\_

Phone: 860-489-2385

Phone: \_\_\_\_\_

Facsimile: 860-489-2338

Facsimile: \_\_\_\_\_