



CITY OF TORRINGTON

Addendum # 1

ADDENDUM 1 HAS BEEN ISSUED EXTENDING THE BID OPENING TO APRIL 22, 2016 AT 11:00 AM AND QUESTIONS SUBMITTED AND ANSWERS PERTAINING TO THE OIL TANK REMOVAL AT FIRE HEADQUARTERS.

BID #OTR-022-041516, OIL TANK REMOVAL FIRE HEADQUARTERS

Date of bid opening: April 15, 2016 **Time:** 11:00 AM **Location:** City Hall, 140 Main St., Room 206, Torrington, CT

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: 4/8/16

Purchasing Agent _____
Pennie Zucco

Bid Submitted By: _____

Name of Company _____

Signature _____

Address: _____

Title _____

Phone/Fax: _____

Date _____

BID OPENING DATE HAS BEEN EXTENDED TO APRIL 22, 2016 AT 11:00 AM

Q-1) Can you confirm whether this is a prevailing wage job?

A-1) No

Q-2) Is an LEP required onsite for the tank removal and/or to write and submit the report?

A-2) A LEP is not required on site, five (5) samples need to be taken and a report submitted as to any findings.

Q-3) Type of oil in the tank? #2 Oil?

A-3) #2 heating Oil

Q-4) Has an a analysis been done on tank contents?

A-4) No, the tank has been closed for one (1) year

Q-5) Is there any idea of integrity or condition of the UST?

A-5) The UST was installed in 1999. The Fire Department have had no issues that they are aware of.

Q-6) Manufacturer of the tank? Tank Model number? Tank Dimensions? Manway Location? Any tank drawings?

A-6) N/A

Q-7) Are there any specific requirements for back fill media?

A-7) Compacted processed aggregate base (M.05.01 Form 816) compacted in 6" lifts. The surface shall be paved by awarded contractor to match existing driveway per specifications.

Q-8) Are there any ground water management or dewatering expected?

A-8) No

Q-9) Are there any waterways nearby the building?

A-9) No waterways but there is a water line in the area of excavation which the Fire Dept. can have shut off. It runs to two (2) hydrants on the property which are used for training.

Q-10) Do you have fill line schematics or maps?

A-10) see attached "Map A"

Q-11) Do you have information on, or a link for, the City of Torrington Engineering requirements for local roads?

A-11) Information can be found on the City of Torrington website at www.torringtonct.org, under Departments, select "Engineering"; select "Standard details"

Q-12) Do we have to do any soil sampling?

A-12) Yes, five (5) samples need to be taken and a report submitted as to any findings.

Q-13) Has the tank leaked oil into the ground?

A-13) The underground steel tank was replaced with a fiberglass tank in 1999 – no information is available regarding if there has been any leakage into the soil.

Q-14) If the tank leaked, do we excavate contaminated soil till we get to clean soil & transport to legal landfill?

A-14) Yes – "See Option A" in specifications

SAMPLE
CONTRACT AGREEMENT
BID # _____
“BID NAME”

THIS AGREEMENT is by and between _____ (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 “Oil Tank Removal at Torrington Fire Headquarters, Torrington, CT.” Contractor shall certify the requirements have been met upon completion of the removal and disposal 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 a **Turn-Key** operation furnishing all equipment, labor, materials, tools, vehicles, superintendence and insurance to perform all work necessary for the specified project – “Oil Tank Removal at Torrington Fire Headquarters, 111 Water 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 the Oil Tank Removal at Torrington Fire Headquarters must complete this project at a City facility to be determined from the date of notice to proceed in accordance with all terms set forth within the bid specifications of the specified project – “Oil Tank Removal at Torrington Fire Headquarters”.

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 \$100.00 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 Price for each separately identified item of Price Work of that item as indicated below.

PRICE WORK AS PER EXHIBIT “A”

<u>Item No.</u>	<u>Description</u>	<u>Total Amount</u>
1	<u>Base Bid</u> – All cost associated with <u>Turn-Key</u> project for the removal and disposal of the existing 6,000 gallon underground fiberglass oil heating tank system and oil, replacement of soil & pavement per specifications.	_____
2	<u>Option A:</u> Cost for removal and disposal (by the yard) of contaminated soil, and replacement with clean Material if required.	_____

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) 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. Instruction to Bidders
- 3. Form of Bid
- 4. Addenda numbers ____ and _____ , 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:

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: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____