



Memorandum

DATE: August 20, 2019

ATTENTION: All Potential Bidders

DISTRIBUTION: Jim Stewart, Borough Engineer

PREPARED BY: Michael Shepley T: 203-608-2531 Ext.:

EMAIL: mshepley@blcompanies.com

PROJECT NAME: SP No. 87-146 Rubber Avenue at Hoadley Street and Melbourne Street Traffic Signal Replacement Project PROJECT NUMBER: 15C5613

SUBJECT: Addendum No. 1



ADDENDUM NO. 1 Items:

1. **Action Item:** Revised Rate of Progress and Time of Completion

Description: Section XXXII – Rate of Progress and Time of Completion rate of progress has been revised to state:

“The rate of progress shall be such that the whole work shall be performed, and the grounds cleared up in accordance with the Contract and Specifications within Ninety (90) calendar days once Phase II of the project commences per Section 1.08 – Prosecution and Progress of the Special Provisions contained in this document.”

ADDENDUM NO. 1 List of Drawing Revisions:

- None

ADDENDUM NO. 1 List of Front-End Contract Document Revisions:

- : Section XXXII – Rate of Progress and Time of Completion

ADDENDUM NO. 1 List of Technical Specifications Revisions:

- None

ADDENDUM NO. 1 List of Pay Item Revisions:

- None

ARCHITECTURE
ENGINEERING
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LANDSCAPE ARCHITECTURE
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ENVIRONMENTAL SCIENCES

355 Research Parkway
Meriden, Connecticut
06450

CTDOT PROJECT #87-146
RUBBER AVENUE AT HOADLEY STREET AND MELBOURNE STREET
TRAFFIC SIGNAL REPLACEMENT PROJECT
Naugatuck, CT
PROPOSAL continued

XXXII Rate of Progress and Time of Completion

The Contractor shall commence work within ten (10) calendar days of the date of the Notice to Proceed. The rate of progress shall be such that the whole work shall be performed, and the grounds cleared up in accordance with the Contract and Specifications within Ninety (90) calendar days once Phase II of the project commences per Section 1.08 – Prosecution and Progress of the Special Provisions contained in this document unless extensions of time shall be made for the reasons, and in the manner, stated under Article XXXIII, "Extension of Time".

XXXIII Extension of Time

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time mentioned, he has taken into consideration, and made allowance for, all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the Borough of Naugatuck Inspector, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection, or war, or by the abandonment of the work by the workman engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the Owner, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Borough of Naugatuck Inspector thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Borough of Naugatuck Inspector, in his discretion, shall award in writing, and his decision shall be final and conclusive upon the parties.

XXXIV Damages for Failure to Complete on Time

The Contractor shall pay to the Owner for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Article XXXII, or within the extension of time he may be granted as provided in Article XXXIII, the sum of One Thousand Eight Hundred Dollars (\$1,800.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

XXXV No Waiver of Rights

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of the Borough of Naugatuck Inspector, or of any representatives of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Borough of Naugatuck Inspector.

Before any final certification shall be allowed, the Contractor shall be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and material furnished under this Contract, and furthermore, that all claims for materials provided or labor performed have been