



TOWN OF CHESHIRE
DEPARTMENT OF PUBLIC WORKS/ENGINEERING
84 SOUTH MAIN STREET, CHESHIRE, CONNECTICUT 06410
Telephone (203) 271-6650 Fax (203) 271-6659

**INFILTRATION/INFLOW STUDY
& PLANT CAPACITY EVALUATION**

RFP #2324-16

**[ADDENDUM NO. 2](#)
FEBRUARY 15, 2024**

NOTICE TO ALL BIDDERS:

The attention of all submitting proposals for this RFQ is called to the following Addenda to the specifications and plans. The items set forth herein, whether of omission, addition or substitution are to be included in, and form part of the specifications and plans of the above-named project for bids to be received as advertised.

The following clarifications, modifications, deletions, and additions are hereby incorporated into and become part of the Contract Documents.

WRITTEN CHANGES AND CLARIFICATIONS:

1. A template contract was added for the Request for Qualifications (the "RFQ"), as outlined in Section 27 of the original RFQ, at the end of this addendum.

CONTRACT

This Contract is made as of the day of, 20____ (the "Effective Date"), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and *[name and address of successful proposer]* (the "Contracting Party")-

RECITALS:

WHEREAS, the Town has issued a Request for Qualifications for *[proposal title]* (the "RFQ"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town of Cheshire dated _____ (the "Submission"), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B (collectively, the "Work"). The Contracting Party also agrees to comply with all the terms and conditions set forth herein and, in the RFP, including but not only **all of the terms set forth in Section 27 (the "Contract Terms") of the Standard Instructions to submissions.**
2. Term:
3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFQ (Exhibit A) the submission (Exhibit B), and the Town's modified/customized AIA A201-2017 General Conditions, which are both made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFQ, and the submission, this document shall have the highest priority, the RFQ the second priority, and the submission the third priority.
4. Price and Payment: N/A
5. Right to Terminate - If the Qualifying Party fails to comply with any of the terms, provisions, or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.
6. No Waiver or Estoppel - Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an

estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions, and conditions hereof.

7. Notice - Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the Town:

Marek L. Kement, P.E., L.S., Town Engineer
Cheshire Town Hall – Department of Public Works & Engineering
84 South Main Street
Cheshire, CT 06410 mkement@cheshirect.org

If to the Contracting Party:

[name, address, fax, and e-mail]

8. Execution - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF CHESHIRE

By _____

Sean M. Kimball

Its Town Manager, Duly Authorized

Date: _____

[CONTRACTING PARTY LEGAL NAME]

By _____

Its _____ Duly Authorized

Date: _____

END OF ADDENDUM NO. 2