

SCHOOL ROOF BUILDING REPLACEMENT COMMITTEE MINUTES



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Date: Friday September 9, 2022

Time: 09:30 AM.

Facilitator: Town of Vernon School Roof Replacement Building Committee

In Attendance

Member: Dwight Ryniewicz – Director of Public Works. William Peluso – Supervisor of School Facilities.

Guests: Bill Meier (Director of Finance BOE)

Meeting was called to order at 09:30 AM. by Dwight Ryniewicz.

Approval of Minutes

No Minutes to approve

Roll Call:

Dwight Ryniewicz and Bill Peluso were present. A quorum was established.

Public Comment:

There was no public comment.

Motion:

Delay replacement of the CRS roof until June of 2023. Dwight Ryniewicz made the motion. Bill Peluso seconded the motion. All were in favor. Motion passed. (Amendment Attached)

Other Business:

There was no other business.



Adjournment

Dwight Ryniewicz made a motion to adjourn the meeting. Bill Peluso seconded the motion. All were in favor. Motion passed.

Meeting adjourned at 09:32 AM.



FIRST AMENDMENT TO CONTRACT #2079
STATE PROJECT #146-0140 RR
ROOF REPLACEMENT AT CENTER ROAD SCHOOL
20 CENTER ROAD, VERNON, CT

THIS FIRST AMENDMENT TO CONTRACT #2079 STATE PROJECT #146-0140 RR ROOF REPLACEMENT AT CENTER ROAD SCHOOL, 20 CENTER ROAD, VERNON, CT (the "Amendment") is entered into as of the 7th day of Sept., 2022 between the Town of Vernon ("Town") and Commercial Roofing & Contracting, Inc. ("Contractor").

WITNESSETH

WHEREAS, the aforesaid Contract #2079 State Project #146-0140 RR Roof Replacement at Center Road School 20 Center Road, Vernon, CT, (the "Contract") was entered into on September 29, 2021; and

WHEREAS, the Specifications incorporated into said Contract state that the work of this contract must be substantially completed by 60 calendar days beginning upon the delivery of material to the site; and

WHEREAS, supply chain problems affecting the roofing industry have prevented the delivery of certain materials to the site and delayed the commencement of the work; and

WHEREAS, the parties hereto have agreed to modify the Contract concerning the commencement and completion dates of the work, the payment of sums owed by the Town to Contractor and the storage of materials by the Town.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Section D of the Contract. Section D is amended to add the following:

(4) STORAGE OF MATERIALS. All materials required for the work will be stored by the Town at locations designated by the Town.

2. Amendment to Section E of the Contract. Section E is deleted in its entirety and replaced with the following:

E. COMMENCEMENT AND COMPLETION OF WORK. Notwithstanding any other time periods provided in the specifications, the work will commence after the conclusion of the 2022-2023 school year and will be completed no later than August 15, 2023, time being of the essence.

3. Amendment to Section H of the Contract. The second paragraph of Section H entitled

Termination for Convenience is deleted in its entirety.

4. Amendment to Section I of the Contract. Section I, Paragraph (1) is amended to add the following:

Provided that all work is completed in the time period specified by this Contract, the Town shall also pay Contractor a sum equivalent to the actual costs incurred by Contractor resulting from increases in labor costs caused by prevailing wage increases in the respective union contract occurring on or after August 1, 2022. Most of the materials necessary to complete the work will be ordered and procured by Contractor well in advance of the commencement of the work at the costs specified in this Contract. The parties acknowledge that for a small number of materials necessary to complete the work, it is not practical to order said materials until shortly before the work begins. For these materials only, the Town agrees to pay Contractor a price that is consistent with the prevailing market conditions at the time of the order being placed.

5. No other Provisions Affected. Except as specifically amended hereby, the terms and provisions of the Contract shall continue and remain in full force and effect and shall constitute the valid and binding obligation of the parties hereto in accordance with their terms.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to any conflicts of law rules.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first written above.

APPROVED
TOWN ADMINISTRATOR
THE TOWN OF VERNON

Michael Purcaro



By: Michael Purcaro
Its: Town Administrator

COMMERCIAL ROOFING &
CONTRACTING, INC.

Alexis Colonna

By: Alexis Colonna
Its: VICE PRESIDENT