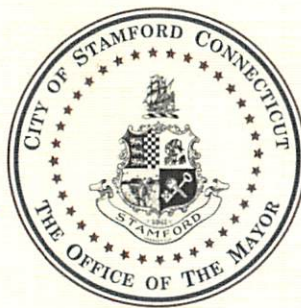


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DAVID R. MARTIN
MAYOR
CITY OF STAMFORD, CONNECTICUT



TEL: 203 977 4150
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E-MAIL: DMARTIN@STAMFORDCT.GOV

INTEROFFICE MEMORANDUM

TO: Board of Finance
Board of Representatives

FROM: David R. Martin, Mayor 

DATE: March 25, 2019

RE: 1st Amendment to Agreement — RFP No. 706
Independent Materials Testing Labs

The attached copy of the above referenced 1st Amendment to Agreement is being submitted for your review and approval.

Kindly place this item on the agenda for your next scheduled meeting.

Thank you.

MAYOR
DAVID R. MARTIN



CITY OF STAMFORD
OFFICE OF LEGAL AFFAIRS
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DEPUTY CORPORATION COUNSEL
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ASSISTANT CORPORATION COUNSEL
BARBARA L. COUGHLAN
CHRIS DELLASELVA
DANA B. LEE
AMY LIVOLSI
BURT ROSENBERG
MICHAEL S. TOMA

March 21, 2019



To: Mayor David R. Martin

From: Chris Dellaselva, Asst. Corporation Counsel

Re: Independent Materials Testing Labs ("ITML")
1st Amendment to Agreement – RFP No. 706

Attached are **two (2) copies** of the above described Agreement, which I have approved as to form. The City entered into an Agreement with ITML on February 16, 2017 pursuant to which ITML would provide materials testing and special inspections for the new Stamford Police Department. This 1st Amendment increases ITML's fee ceiling as it is expected that more testing and inspections will be needed.

Given that the original contract price was under \$100,000, board approval was not required. The fees associated with this Amendment brings the total contract price over \$100,000, it must be approved by the Board of Finance and the Board of Representatives. Therefore, please forward this 1st Amendment to the Boards for their respective approval. **After Board approval, two originals will be sent to you for signature.**

The business manager of these services is the City's Construction Manager, Jeff Pardo. Please direct any questions regarding these services to Mr. Pardo and invite Mr. Pardo to all Board meetings. You may, of course contact me if I may be of further assistance.

Thank you for your consideration.


Chris Dellaselva

Encl.

1ST AMENDMENT TO AGREEMENT
STAMFORD REQUEST FOR PROPOSALS NO. 706
MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR
NEW POLICE HEADQUARTERS

THIS 1ST AMENDMENT TO AGREEMENT dated the 12th day of March, 2019, is by and between the CITY OF STAMFORD, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut (hereinafter "The City"), acting herein by David R. Martin, its duly authorized Mayor, and INDEPENDENT MATERIALS TESTING LABORATORIES, INC., a domestic corporation with a principal place of business located 57 North Washington Street, Plainville, Connecticut (hereinafter "The Contractor"), acting herein by David P. Aiudi, its duly authorized President.

WITNESSETH

WHEREAS, The City solicited Request for Proposals No. 706 for Materials Testing and Special Inspection Services for New Police Headquarters;

WHEREAS, The Contractor submitted a proposal in response to said Request for Proposals;

WHEREAS, the City awarded the work of said RFP to the Contractor and entered into a written Agreement, dated February 16, 2017, with the Contractor (hereinafter the "Agreement"); and

WHEREAS, the parties now wish to amend that Agreement to increase the Contractor's fee ceiling.

NOW THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

3. COMPENSATION. Section 3. Compensation of the Agreement shall be deleted in its entirety and replaced with "The Contractor's compensation for the services set forth in Section 2, above, shall be based on the Appendix "B" Proposed Fee Schedule, attached hereto as Exhibit F and hereby made a part hereof as if fully set forth herein, but shall not exceed One Hundred Forty Thousand (\$140,000.00) Dollars."

REMAINING TERMS AND CONDITIONS. All of the remaining terms and conditions of the Agreement shall remain in full force and effect.

Remainder of page intentionally left blank. Signature page follows.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

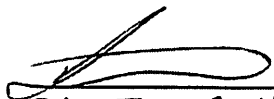
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Witness

By: _____
David R. Martin, Mayor

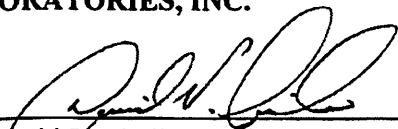
Date: _____

Print:
Witness

**INDEPENDENT MATERIALS TESTING
LABORATORIES, INC.**

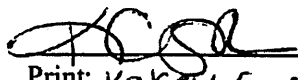


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Witness

By: 

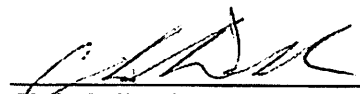
David P. Aiudi, President

Date: 3-13-18



Print: Kersey Cyr
Witness

Approved as to Form:



Chris Dellaselva
Asst. Corp. Counsel
Date: March 21, 2019