



City of Meriden, Connecticut

Purchasing Department

Invitation to Bid

For

B024-75 Repairs of Concrete Sidewalks, Curbs, and Driveway Ramps

Meriden, CT

Bids Due: July 17, 2024 @ 11:00 A.M.

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B024-75 – Repairs of Concrete Sidewalks, Curbs & Driveway Ramps

The City of Meriden is seeking an On-Call Contractor to complete spot repairs to concrete sidewalks, curbs, pedestrian ramps, and driveway ramps on an as-needed basis. Small areas of damage caused by tree roots, snow plows, or other causes will be repaired under this contract, as well as sidewalk replacements under the CIDEWALK Program.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (<https://webprocure.proactiscloud.com>). Bids will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, eastern standard time on July 17, 2024** at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No bidder may withdraw its bid within sixty (60) days of the date of the bid opening.

Labor and Material Payment Bond and a Performance bond for One Hundred Percent (100%) of the contract price, with a corporate surety approved by the City of Meriden, will be required of the lowest responsible bidder.

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

Rawle Dummett
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: June 24, 2024

CITY OF MERIDEN, CONNECTICUT

B024-75 – Repairs of Concrete Sidewalks, Curbs, and Driveway Ramps

INFORMATION TO BIDDERS

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached proposal bid forms. Bids will be received by the City of Meriden’s Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until 11:00 a.m. on July 17, 2024 and thereafter immediately read in public (the “bid opening”).

2. BIDS

Bids are to be submitted on the attached bid proposal forms. Please submit two copies of the proposal forms and Bidder’s Qualification Statement. One shall be an original and one can be a copy. **Please submit one complete copy of your bid on a flash drive.**

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.

- a. Bids must be made out and signed in the corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the Bidder’s name and address in the upper left hand corner and the words “BID DOCUMENT - B024-75 Repairs of Concrete Sidewalks, Curbs, and Driveway Ramps to be opened at 11:00 a.m.” in the lower left hand corner.
- c. Bids received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of bids received later than the date and time set forth in the bid opening will not be considered.
- e. All prices must be in ink or typewritten. In the event of a bidder’s mathematical error in tabulating any bid prices, *the written unit prices shall govern.*

3. BIDDER QUALIFICATIONS

Bidders will be required to fill out, and include as part of its bid, any attached Bidder’s Qualification Statement.

In determining the qualifications of a bidder, the City of Meriden will consider the bidder’s record of performance in any prior contracts for construction work. The City of Meriden expressly reserves the right to reject a bid if the bidder’s historical performance, in the sole opinion of the City of Meriden, has been unsatisfactory in any manner or if the bidder has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, suppliers, or employees.

4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the bidder may familiarize itself with all of the existing requirements, conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any bid document obtained from any other source other than from the City of Meriden. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of bids, not later than three (3) days prior to the date fixed for the opening of bids. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such addenda shall not relieve any bidder from any obligations under its bid as submitted.

Any questions about the bid document must be submitted in writing via email to meridenpurchasing@meridenct.gov. Any other format of question will not be answered.

5. BIDS TO REMAIN OPEN

No bidder may withdraw its bid within sixty (60) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the successful bidder.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the bid which, by the Purchasing Officer's judgment and recommendation from the Engineering Department following bid evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. CITY OF MERIDEN, LOCAL PREFERENCE

In determining the lowest responsible bidder, the Purchasing Department shall also consider Local Preference.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

Bidders are specifically advised that the City of Meriden has adopted Section 3-14 of the Code of the City of Meriden which requires, but is not limited to, a local preference requiring, in part, that a “City-based business” shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a “City-based business” unless evidence has been submitted, satisfactory to the Purchasing Department, with each bid (forms included in bidding documents) to establish that the bidder has a bona fide principal place of business, operates out of, or pays property taxes on personal property in the City of Meriden.

Any City-based business bidder which has submitted a bid not more than ten (10) percent higher than the low bid provided such City-based business bidder agrees to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than next business day following the opening of the bid. For example, a bid opened at 11:00 a.m. on a Monday must be accepted by the City-based bidder no later than 11:00 a.m. on Tuesday. If more than one City-based business bidder has submitted bids not more than ten (10) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be one of the City-based business bidders which has submitted the lowest bid.

Bidders claiming status under the local preference are hereby required to submit with its bid an additional form, titled “Request for Status as a Meriden Based Business.”

8. EXTENSION OF AGREEMENT

Thirty (30) days prior to the expiration of the resulting contract, the parties may, by mutual agreement, extend the contract for up to three (3) years. Any extension must be in writing, executed by both parties.

9. TIME

Inasmuch as the contract concerns a public improvement, the provisions of the contract relating to the time of performance and completion of the work are of the essence of the contract. Accordingly, the successful bidder/contractor (“Contractor”) shall begin work on

the day specified in paragraph 2.04 of the General Conditions and shall perform the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See paragraph 10 entitled "Liquidated Damages" of the Agreement between City of Meriden, as owner, and the Contractor.

10. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the Contractor shall work full-time until completion of the Contract.

11. TAXES

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption certificates will be furnished to the successful bidder.

12. FAIR EMPLOYMENT PRACTICES

The Contractor shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

13. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The Agreement for the work will be written on the Agreement between City of Meriden and Contractor, wherein the basis of payment is a stipulated sum.

14. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.

15. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or

agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT BIDS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

16. NON-COLLUSION BID STATEMENT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Bid Statement, to the effect that the bidder has not colluded with any other person, firm, or corporation in the submission of the bid.

17. SOIL CONDITIONS

The City of Meriden does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Meriden represent that the plans and specifications drawn are based upon any soil data so obtained. The City of Meriden does not make any representations as to the soil data so obtained. The City of Meriden does not make any representations as to the soil conditions to be encountered or as to foundation materials.

18. AWARD IN CASE OF A TIE

In the event there are two or more responsive bidders, the decision to award will be based by the following criteria and in the following order:

- a. The incumbent will be awarded the bid over that of another bidder.
- b. In the case of a multi-item bid, if one bidder has been awarded other items from the same bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
- c. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
- d. The winner of a coin toss will be awarded the bid over that of another bidder.

19. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

20. PERMITS

The Contractor shall be responsible for obtaining any and all necessary permits required by the City of Meriden prior to the commencement of work. The Contractor may contact the City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018.

21. BID PRICE AND PAYMENT

The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the bid price.

The City of Meriden, unless stated otherwise in the bidding documents or Contract, will make payment to the Contractor not less than thirty (30) days following completion of services.

24. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the Contractor shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the Contractor or release Contractor from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

25. INSURANCE

The successful bidder shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

26. CITY HALL CLOSING

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

CITY OF MERIDEN, CONNECTICUT

Repairs of Concrete Sidewalks, Curbs, and Driveway Ramps

NON-COLLUSIVE BID STATEMENT/AFFIDAVIT

The undersigned bidder, having been duly sworn, does hereby depose and says:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid.

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

3. The undersigned bidder is duly authorized to bind the business entity identified below.

The undersigned bidder further certifies, under oath, that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

Signature of Bidder

Print Legal Name of Bidder

Relationship to Business Entity Below

Business Entity Name, Address, Telephone Number, and Email Address

STATE OF CONNECTICUT)
) ss:
COUNTY OF NEW HAVEN)

Duly sworn and subscribed to before me
this __ day of _____, 2024.

Notary Public
My Commission Expires:
Commissioner of the Superior Court

CITY OF MERIDEN, CONNECTICUT

B024-75 - Repairs of Concrete Sidewalks, Curbs, and Driveway Ramps

BIDDER'S QUALIFICATION STATEMENT

This Statement of Bidder's Qualifications is to be submitted by the bidder at the time of the bid opening. All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions must be answered on attached sheets. The bidder may submit any additional information they desire. It is understood that when the City of Meriden has executed the Contract, such execution is based, in part, upon the reliance of the answers provided herein.

The undersigned bidder, having been duly sworn, does hereby depose and says the following information is true and accurate:

Business Entity

Name: _____
Address: _____
Telephone: _____
Email Address: _____

Officers

President: _____
Vice President: _____
Secretary: _____
Treasurer: _____

Partnership

All Partner Names: _____

Sole Proprietorship

Principal/Member Name: _____

Bank References

Name and Address: _____
Name and Address: _____
Name and Address: _____

Bond Surety Company:

Name and Address: _____

Experience: The Bidder shall be qualified by experience to perform work of this nature and shall list five (5) examples of similar projects completed within the past five (5) years, including project owner the names of as references.

<u>PROJECT</u>	<u>OWNER</u>	<u>CONTACT NAME AND TELEPHONE NUMBER</u>	<u>TOTAL GROSS COST</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1. Is your business a minority-owned business: Yes: _____ No: _____
2. Years organized: _____
3. Is your business entity a corporation? Yes: _____ No: _____
If yes, what state is the business entity incorporated. _____
4. How many years have you been engaged in business under your present business entity name? _____
5. Former Firm Name (if applicable):

6. List total number of employees (full time and part time). _____
7. List the vehicles and equipment that will be utilized to perform the work, including the age of each vehicle and equipment, sizes, capacities, etc.

8. List the work to be performed by subcontractors and summarize the dollar value of each subcontract.

9. List the name and address of the most recent contractual work completed by you and/or your business entity, including the approximate gross cost for each and the month and year completed:

10. Describe the general nature of the work performed by you and/or your business entity.

11. Have you/your business entity ever failed to complete any contract? If affirmative, state where and the reason therefore.

12. Have you/your business entity ever defaulted on a contract? If affirmative, state where and the reason therefore.

13. Have you/your business entity ever been a party to a lawsuit? If affirmative, state where and the reason therefore.

14. Have you/your business entity ever filed for bankruptcy? If affirmative, please describe the circumstances and the year of filing.

15. Will you, upon request, furnish additional information that may be required by the City of Meriden?

16. Third Party Authorization/Release: the undersigned hereby authorizes and requests any person, firm, or cooperation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder’s Qualifications.

The undersigned bidder further certifies, under oath, that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

Signature of Bidder

Print Legal Name of Bidder

Relationship to Business Entity Below

Business Entity Name, Address, Telephone Number, and Email Address

STATE OF CONNECTICUT)
) ss:
COUNTY OF NEW HAVEN)

Duly sworn and subscribed to before me
this ___ day of _____, 2024.

Notary Public
My Commission Expires:
Commissioner of the Superior Court

CITY OF MERIDEN, CONNECTICUT

B024-75 - Repairs of Concrete Sidewalks, Curbs, and Driveway Ramps

REQUEST FOR STATUS AS A MERIDEN-BASED BUSINESS

Bidders are specifically advised that the City of Meriden has adopted Section 3-14 of the Code of the City of Meriden which requires, but is not limited to, a local preference requiring, in part, that a "City-based business" shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a "City-based business" unless evidence satisfactory to the Purchasing Department has been submitted with each bid by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

Any City-based business bidder which has submitted a bid not more than ten (10%) percent higher than the low bid. Such City-based business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City based business bidder have submitted bids not more than ten (10%) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

The bidder may submit any additional information he/she desires that he/she feels establishes the company as a city based business, including but not limited to; evidence of ownership, a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

1) Name of Bidder: _____

2) Meriden Office Address: _____

3) Minority owned: Yes _____ No _____

4) The undersigned hereby authorizes and requests any persons, firms, or corporations to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Request for Status as a City Based Business.

Dated at: _____ this: _____ day of _____, 20____

Name of bidder: _____

By: _____

Title: _____

IF REQUESTING STATUS AS A MERIDEN-BASED BUSINESS, SUBMIT THIS FORM WITH YOUR PROPOSAL.

CITY OF MERIDEN, CONNECTICUT

B024-75 –Repairs of Concrete Sidewalks, Curbs, and Driveway Ramps

PROJECT OVERVIEW

The City of Meriden is seeking an On-Call Contractor to complete spot repairs to concrete sidewalks, curbs, pedestrian ramps, and driveway ramps on an as-needed basis. Small areas of damage caused by tree roots, snow plows, or other causes will be repaired under this contract, as well as sidewalk replacements under the CIDEWALK Program. Contractor will be paid based on the quantity of work completed and accepted by the City at the unit prices agreed to in the bid. Every effort will be made by the City to ensure that the minimum concrete load of 3 cubic yards is used at each location. All work will be completed in compliance with City of Meriden Specifications.

The successful bidder will need to evidence at least five years of experience in completing similar projects, and the methods must be approved by the City.

Bids should include sufficient information and detail to address scope of work, plan of services/timeline and fee schedule (roles, hourly rates and anticipated hours). Please feel free to attach additional information to Bidder's Qualification Statement, if necessary.

The initial contract shall be for a three (3) year term, renewable upon mutual written agreement of the Contractor and the City of Meriden for up to three (3) additional one (1) year terms, for a total term not to exceed six (6) years.

CITY OF MERIDEN, CONNECTICUT

B024-75 – Repairs of Concrete Sidewalks, Curbs, and Driveway Ramps

BID FORM

BIDDER NAME: _____

Bid Opening Date: July 17, 2024
Time: 11:00 A.M. EST

The undersigned, _____ doing business in the City/Town of _____ in the State of _____, submits herewith, in conformity with the general instructions, conditions and specifications for the following:

ITEM	Approximate Quantity and Unit Measure	Item Description With Unit of Measure, Written In Words:	Unit Price Dollars and Cents	Extended Total Dollars & Cents
1	S.F.	Concrete Sidewalk: _____ _____	\$ _____	\$ _____
2	S.F.	Concrete Driveway Ramps: _____ _____	\$ _____	\$ _____
3	S.F.	Concrete Handicap Ramps: _____ _____	\$ _____	\$ _____
4	L.F.	Cast in Place Concrete Curbing: _____ _____	\$ _____	\$ _____
5	S.Y.	Bituminous Concrete Driveway Repair: _____ _____	\$ _____	\$ _____

Receipt of Addenda is Acknowledged:

No.: _____ Dated: _____

Name of Bidder: _____

Address: _____

City/State: _____ Zip Code _____

By: _____

Signature

Print Name

Duly Authorized/Title

Dated: _____ Telephone: _____ E-Mail: _____

PLEASE NOTE: All spaces must be filled in with figures and/or words or the bid may be automatically rejected.

CITY OF MERIDEN, CONNECTICUT

B024-75 – Repairs of Concrete Sidewalks, Curbs, and Driveway Ramps

AGREEMENT

This AGREEMENT, made as of this _____, 2024 by and between the City of Meriden (hereinafter the “City”) and _____ (hereinafter the “Contractor”).

WHEREAS, the City has issued a certain Invitation to Bid for Sidewalk Repairs; and

WHEREAS, the Contractor is in the business of providing such services, is the successful bidder, and has been awarded this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. **AGREEMENT OF THE PARTIES**: The City hereby contracts for and the Contractor hereby agrees to perform the work as stated in the minimum specifications as required by the City at the locations requested.
2. **SCOPE OF SERVICES**: As per the bid proposal documents, incorporated by reference herein.
3. **TERM**: This Agreement shall begin _____ and end _____, unless extended or terminated.
4. **PAYMENT**: The City shall pay the Contractor in accordance with the bid proposal documents, incorporated by reference herein. Work performed without authorization will not be paid for.
5. **AUDITS**: At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
6. **INDEPENDENT CONTRACTOR**: It is understood that the services of the Contractor shall be as an independent contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.
7. **INDEMNIFICATION**: Contractor shall indemnify and save harmless City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of City, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature including workers' compensation claims, of or by anyone in any way resulting from or arising out of the operations in connection with this Agreement, including operations of subcontractors and acts or omissions of employees or agents of contractor or his or her subcontractors. Insurance coverage specified in this Agreement constitutes the minimum requirements and said

requirements shall in no way lessen or limit the liability of Contractor under the terms of this Agreement. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for his/her/its proper protection in the prosecution of the work. Contractor agrees that will well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any way come against owner, or which may in any way result from carelessness or neglect of contractor or its agents, employees or workmen in any respect whatever.

8. **INSURANCE:** The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Meriden as an ADDITIONAL INSURED and with the types and limits stated in the insurance requirements section. The Contractor agrees to provide Certificates of Insurance as requested by the City.

The contractor and its subcontractors shall comply with the Workers' Compensation Act of the State of Connecticut and shall provide compensation insurance to protect the Contractor, its subcontractors, and the City from and against any and all workers' compensation claims arising from performance of the Work under the Agreement. The City shall be furnished, prior to undertaking any work, copies of the certificate or certificates evidencing such insurance to be in effect.

9. **TERMINATION:** The City or the Contractor shall have the right, without cause, to terminate this Agreement within fifteen (15) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said fifteen (15) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination.
10. **BID PROPOSAL DOCUMENTS:** The bid proposal documents are hereby incorporated by reference and made a part of this Agreement.
11. **DEFECTIVE WORK:** During a period of one year from and after the final acceptance of the work except as provided elsewhere in this Agreement, the Contractor shall, at its own expense, make all needed repairs or replacements due to defective work or materials which, in the judgment of the City, shall become necessary during this period. If within ten (10) days after the mailing of a written notice to the Contractor, or its agent, requesting repairs or replacement, the Contractor shall neglect to make or undertake with due diligence to make them, the City may make the repairs at the Contractor's expense; provided, however, that in the case of emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to the Contractor, and the contractor shall pay the cost.
12. **GUARANTEE:** The Contractor shall further guarantee that the sidewalk repairs shall remain in good order and repair for a period of five (5) years from all causes arising from defective work and materials, and to make all repairs arising from these causes during this period without further compensation, and shall guarantee the sidewalks against defective work and materials, and shall keep them in good order and repair without further compensation for a period of two (2) years from and after completion and acceptance of them by the City. The determination of the necessity for the repair or replacement of sidewalks or any portion of

them, shall rest entirely with the City, whose decision upon the matter shall be final and obligatory upon the Contractor.

13. CLEAN UP: The contractor shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways, and adjacent property that may have been used or worked on by the Contractor in connection with the Work promptly as each section or portion is completed and ready for use, leaving the same in a neat and presentable condition. Payment of monthly or partial estimates may be withheld until this has been done to the satisfaction of the City. Final acceptance and payment for the entire project will not be made until this has been fully taken care of.

During the construction, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable and shall remove this waste entirely and at once, if, in the opinion of the city, such material, debris, or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public.

Upon completion and before final acceptance of the work, the Contractor shall remove from the site of the work and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and shall restore the site to the same general conditions that existed prior to the commencement of its operations. The cost of final cleaning up will not be paid for under any specific scheduled item but shall be included in the prices bid for the various items, or included in the contract lump-sum price as the case may be.

The Contractor shall clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of its work, or existing work, due to its operations.

14. CHARTERS, LAWS, AND ORDINANCES: The Contractor shall at all times observe and comply with the provisions of the charter, ordinances and regulations of the City of Meriden and of state and federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the contractor, its subcontractors, or the subcontractors employees, agents or servants, engaged upon the work or affecting the materials supplied to or by them
15. CONTRACTOR'S DUTIES: The Contractor shall be responsible for the completion of the Work according to the bid proposal documents, and its responsibility shall not cease until the whole work contracted for is completed and accepted. The Contractor shall keep fully informed at all times regarding all details of the work. The Contractor shall be responsible for all delays that may result in failure to install the work in the proper manner and proper time. It shall carefully study and compare all drawings, specifications, and other instructions and shall immediately report to the City any error or omission which the Contractor may discover, and shall subsequently proceed with the work in accordance with the instructions from the City concerning the error or omission. The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work, organize the procurement of all the materials and equipment so that it will be available at the time they are needed for the work. The Contractor shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements

of the contract documents. Any employee who is considered incompetent or careless in his or her work shall be removed on demand of the engineer and replaced by a competent person.

16. **LIQUIDATED DAMAGES.** The Contractor acknowledges that time is of the essence for the Contractor to render its services and that the City will suffer financial loss if the Work is not completed within the times specified in paragraph 3 above. The Contractor acknowledges the expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for any delay (but not as a penalty), the Contractor shall pay the City TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day that expires after the time specified in Section 3 for substantial completion until the Work is substantially complete. After substantial completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the time specified in Section 3, Contractor shall pay the City TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day that expires after the time specified in Section 3 for completion and readiness for final payment.
17. **BLUE PENCIL PROVISION:** In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.
18. **CONTRACT** The initial contract shall be for a three (3) year term, renewable upon mutual written agreement of the Contractor and the City of Meriden for up to three (3) additional one (1) year terms, for a total term not to exceed six (6) years.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

CONTRACTOR:

Date: _____

Duly Authorized

CITY OF MERIDEN:

Date: _____

Emily E Holland, Acting City Manager
Duly Authorized

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Meriden as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s rating of “A-“VIII.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate (Per Project Aggregate)	\$2,000,000
Auto Liability	Combined Single Limit Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence Aggregate	\$1,000,000
Garagekeepers Legal Liability	Limit	\$300,000

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers’ Compensation and Employers’ Liability	WC Statutory Limits EL Each Accident EL Disease Each Employee EL Disease Policy Limit	\$1,000,000 \$1,000,000 \$1,000,000
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Original, completed Certificates of Insurance must be presented to City of Meriden prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Meriden.