



**FINANCE DEPARTMENT
PURCHASING DIVISION
ROOM 210 CITY HALL
142 EAST MAIN STREET
MERIDEN, CONNECTICUT 06450-8022**

**ADAM B. TULIN, MPA
PURCHASING OFFICER**

**PHONE 203-630-4115
FAX: 203-630-3852**

LEGAL NOTICE

The City of Meriden is seeking a feasibility study for the construction/rehabilitation of City owned spaces to house its Emergency Communication Center.

Sealed RFPs, subject to the conditions contained herein, will be received by the City of Meriden Purchasing Department until 4:00 PM, local time on Thursday February 27, 2020.

**Request for Proposals for Feasibility Study for the Emergency Communication Center
Improvement Project
RFP020-14**

Copies of the described RFP may be examined at no expense at the City of Meriden Purchasing Office or may be downloaded from the City of Meriden website (www.meridenct.gov). Additionally, copies of the RFP may also be downloaded from the State of Connecticut Department of Administrative Services website (www.biznet.ct.gov).

The return envelope must be clearly marked with the Proposal Document RFP020-014 and addressed to the Meriden Purchasing Department, Room 210, and 142 East Main Street, Meriden, CT 06450. One original proposal and six copies are to be submitted as well as one full proposal submitted on a flash drive.

The City reserves the right to waive informalities, and accept or reject any or all proposals if it is deemed to be in the best interest of the City. Proposals received after the date and time specified shall not be considered and shall be returned, unopened.

The City of Meriden is an Affirmative Action-Equal Opportunity Employer. Small, Minority, Women and Disadvantaged Business Enterprise are encouraged to respond.

Adam B. Tulin
Purchasing Officer
Dated: January 16, 2020

CITY OF MERIDEN

**Feasibility Study for the Emergency Communication Center Improvement Project
Request for Proposals
RFP 020-14**

January 16, 2020

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RFP020-14
FEASIBILITY STUDY FOR THE EMERGENCY COMMUNICATION
CENTER IMPROVEMENT PROJECT

INTRODUCTION

The City of Meriden (the City) is requesting proposals from selected consulting firms (herein after Referred to as "Consultant") for a comprehensive Feasibility Study for the Emergency Communication Center Improvement Project.

The scope of the project and required professional services, project schedule, and proposal requirements are detailed within the subsequent sections of this Request for Proposal (RFP).

To be considered for selection, one (1) original and six (6) copies and one electronic copy of your proposal (in PDF format on flash drive) shall be submitted to the attention of Mr. Adam B. Tulin, Purchasing Officer, City of Meriden, Room 210, 142 East Main Street, Meriden, CT 06450 no later than 4 PM on Thursday, February 27, 2020. Any questions regarding this RFP should be directed in writing via email at meridenpurchasing@meridenct.gov.

Information and materials submitted will become the property of the City.

This RFP does not commit the City to award a contract or contracts or to pay any cost incurred in the preparation of a proposal in response to this request.

The City reserves the right for any reason at its sole discretion to accept or reject any or all proposals received as a result of this request, to negotiate with the qualified Consultant(s), to cancel in part or in its entirety this RFP and/or discontinue discussions with a particular proposer.

The City reserves the right to make modifications and issue addenda to the terms and conditions of this RFP.

Following receipt of responses, the City may request clarifications and additional information pertaining to the RFP.

This RFP and/or the selection of any proposal does not create any contractual rights whatsoever with the City, whether by this RFP or pursuant to any other understanding, written or oral.

The City reserves the right to waive informalities, and accept or reject any or all proposals if it is deemed to be in the best interest of the City. Proposals received after the date and time specified shall not be considered and shall be returned, unopened.

The City of Meriden is an Affirmative Action-Equal Opportunity Employer. Small, Minority, Women and Disadvantaged Business Enterprise are encouraged to respond.

PROJECT BACKGROUND

The City of Meriden (the City) will be undertaking a comprehensive improvement to its emergency communication center to enhance coverage and system performance within the City. The City intends to rehabilitate or construct a facility to improve performance of the existing system. While the City encourages creative ideas, it is suggested that the following options be entertained in creating proposals:

- Rehabilitation of the existing space including a possible addition to the Meriden Police Department.
- Rehabilitation of alternate City owned properties.
- New construction on City owned vacant properties.
- State of Connecticut Requirements.
- Radio Infrastructure Requirements.
- Installation of New Equipment for NG911.
- Console Furniture.
- Development of a New Server Room.
- Prospective Consultants must be familiar with 1221 NFPA Standards and CALEA Police Standards.
- Provide consultation and assessment of existing radio infrastructure to determine if current coverage is adequate.

SCOPE OF SERVICES

The Consultant shall provide the services described in Exhibit A to this RFP.

PROJECT SCHEDULE

It is anticipated that the project will be implemented over a six (6) month period with an anticipated Consultant Notice to Proceed issued in March of 2020. Consultant shall submit a proposed project schedule in response to this RFP.

PROPOSAL REQUIREMENTS

Proposals submitted in response to this RFP shall include the information identified below:

Technical Proposal

The technical portion of your proposal shall include the following:

- General information for Prime Consultant and proposed sub-consultants. Identify services provided, office locations, number of employees, years in practice, and other relevant information.
- Your approach to the project and any recommended variations from the scope of services as presented herein. Any proposed variations (additions or deletions) shall be specifically described and quantified in the fee proposal. Project approach shall include a proposed project schedule identifying timeframe for completion of various tasks associated with the project.
- Name and resumes for key staff that would perform services and a description their involvement on the project. Indicate office/working location for proposed staff. Individuals who are either sub consultants or not direct employees of the responding business entity shall be clearly identified as such.

- A listing of three to five (3-5) similar projects performed in the last five (5) years of this type and scope which the Consultant has completed as prime consultant, briefly describe

project scope, owner, and total cost. Include contact/reference information for the appropriate individual who can attest to the quality of services performed.

Fee Proposal

The fee portion of the Consultant's proposal shall include the following:

- The fee proposal shall be broken down by the tasks described in the Scope of Services to this RFP.
- A separate fee shall be provided for any variations (additions or deletions) from the Scope of Services described in this RFP. Consultants are advised that failure to provide a fee for the basic services as described in this RFP may render the Consultant's proposal to be considered non-responsive.
- Provide a billing rate schedule for each of the employees or employee categories who would be utilized for performance of the services requested. The schedule shall show the individuals proposed total hourly billing rate including all overhead and profit.

PROPOSAL EVALUATION CRITERIA

In selecting a Consultant for this project, the following criteria will be utilized:

Previous experiences with projects of this type.

General understanding of the project requirements.

Qualifications of personnel/project team.

Records of past performance.

Specific approach methodology.

Fee proposal as it reflects the activities and requirements of the RFP.

Proposals will be reviewed and evaluated by a selection committee of City staff members. The City will evaluate the proposals using the above criteria. If deemed necessary by the City, a proposer may be invited to interview with the City's selection committee. The City reserves the right to finalize the selection by negotiating with one or more of the top ranked proposers. In any case, final selection will not necessarily be made on the basis of fee alone, and the City reserves the right to award to other than the lowest submitted fee proposal, to negotiate terms and fee with the selected proposer or to reject all proposals.

FORM OF AGREEMENT

The selected Consultant will be expected to enter into a formal Agreement with the City of Meriden with reasonable adjustments acceptable to the City. The Consultant shall be required to have appropriate insurances consisting of Comprehensive General Liability Insurance with amounts as required by the City of Meriden. (See Attached)

This RFP and the successful proposal will become attachments to the resulting contract or agreement. The City of Meriden takes the issue of privacy and confidentiality very seriously and values the trust you place in us. Please be advised that, all information contained within City contracts is a public record once you provide it, and may be subject to public inspection and copying if not otherwise protected by federal or state law.

All vendors are hereby advised that the City of Meriden intends to contact references provided as a part of any proposal and may solicit and secure background information based on the information, including references, provided in response to this RFP. By submission of a proposal, all Proposers agree to such activity and release the City of Meriden from all claims arising from such activity.

END OF REQUEST FOR PROPOSALS

RFP020-014 EXHIBIT A

SCOPE OF SERVICES

Project Scope

The City of Meriden (the City) will be undertaking a comprehensive improvement to its emergency Communication center to enhance performance within the City. The City will be applying for various grants to assist with the implementation of the project. The City intends to either rehabilitate or construct the facility to improve performance of the existing system. The following items are essential for the success of the project:

- Coordinate with the City's Police Department, Fire Department and 911/Dispatch Department to assure all needs are met.
- Determine the highest and best use of existing City properties and vacant land.
- Evaluate existing Communication Center systems and technology.

The Consultant will report to the City's designated project coordinator and interface directly with existing vendors, contractors and other project stakeholders throughout the duration of the project. This section describes the Scope of Services to be provided as part of the Consultant responsibilities for an estimated duration of up to six (6) months for the planning and design of the project.

Pre-Design/Planning Phase Services

Project Kick-off Meeting

After receiving notice to proceed from the City, a workshop will be held with City Staff and other appropriate personnel to discuss the overall objectives of the project and specific items to be addressed, such as project contacts, responsibilities, Scope of Work, document distribution, and project schedule. Minutes of the meeting will be prepared by Consultant.

Review Existing Documentation

Prior to initiating activities, a review of existing documentation such as previous studies/reports, surveys, etc. will be performed to identify pertinent issues related to the project.

Program Review

Review the overall program for the project, the scope of work to be undertaken by the City, and advise the City on project needs. Provide Feasibility Study and any related documents to the City no later than September 15, 2020.

New Site Development

Prepare any new Emergency Communication Center sites for site identification, acquisition, utilities, permits, licenses, environmental studies, and waivers as applicable.

The following are a list of desired items to be included in the relocation of the Emergency Communications Center:

Communications Center

- Restricted Access
- Six console positions, five will be active and one will be for emergencies and backup.
- One Supervisory console on the Communications floor
- Director's office
- Assistant Director's office
- Supervisor Office
- Redundant console design with monitors, telephone, data, radio, door/sally port controls, etc.
- Ergonomic console design with environmental controls
- Central dispatching for police, fire and EMS. (EMD calls transferred to private ambulance service to
- Dispatch ambulance and provide EMD (Emergency Medical Dispatch)
- E911 services to be provided to five (5) consoles. (Will need to ask the State for additional equipment for the other two consoles or it may be an additional fee)
- Monitoring of building security, in center and parking areas for personnel (parking needs to be secured) (Security system/CCTV)
- Lockers for all personnel, (full height lockers).
- Room for cots/bunks for storm activations for male and female
- Restrooms in Center including showers (male/female)
- Independent HVAC system for the Center
- Independent heating system for the Center
- Independent backup unlimited power supply/ generator
- Lighting with dimming controls
- Windows with treatments on windows (if windows)
- Acoustic treatment of walls, floors, and ceiling
- Raised access flooring for wire management to consoles

- Digital voice recorder
- Shelving units, cabinets, circular island counters, copier, shredder, fax machine.
- Cable TV access in the Center.
- Handicap accessible
- Must be 1221 NFPA compliant and CALEA accredited compliant for the police department
- Training Room/Emergency Operations Center (EOC)

Director and Assistant Director Offices:

- Workstation – 3 monitors
- Coat Closet
- Remote location from dispatch
- Shared conference room, interview area within the department space
- File storage area/cabinets/copier/copier/scanner/fax for confidential use
- Visitors -2 in each office
- Round conference table in each
- White board/bookshelves
- Cable TV access in each

Kitchen:

- Appliances, Refrigerator, Range, Exhaust Fan
- Sink/disposal
- Seating (tables and chairs) for 4 – 6 people
- Storage in cabinets/drawers for personnel, kitchen dishes, supplies, etc.
- Floor drain

Quiet Room (for personnel after critical incident)

- Lounge area with love seat/couch/soft chair
- Small table
- Soft lighting

Equipment/Server Room

- Independent Server room/electrical room
- E911 equipment/UPS
- Demarcation point for telephone system
- Conduits to communications dispatch center for wire management
- Rack mounted data equipment
- Dedicated HVAC system
- Generator
- FM 200 fire suppression system in lieu of wet system

Fitness Center

Small – 2 bikes, 2 treadmills, one rowing machine. Beneficial for employee wellness

Emergency Communications Statistical Data

Number of employees currently 20

Dispatchers -18 (3 supervisors)

Assistant Director -1

Director -1

911 call volume 2019 – est. 26,000

Administrative calls – est. 114,000

CAD volume – est. 60,000 (calls for service entered into CAD)

Site Locations/Radio Infrastructure

There are five (5) sites:

Johnson Avenue

Public Works Facility – Michael Drive

60 Hanover St – Hanover Towers

Carpenter Avenue

South Broad Street

Microwave Links

Harbor Towers (60 Hanover St) to the Police Dept (50 W. Main St)

Harbor Towers to Johnson Ave

Harbor Towers to Carpenter Avenue

Harbor Towers to South Broad St

Harbor Towers to Public Works

END OF EXHIBIT A

INFORMATION TO PROPOSERS

1. PROPOSAL PROCEDURES

Sealed Proposals shall be submitted on the forms designated by the attached Proposal Form. Proposals will be received by the Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022, until 4:00 P.M. on February 27, 2020. Proposals will not be read in Public.

2. PROPOSALS

Proposals are to be submitted on the attached proposal forms. Please submit one (1) original and six (6) copies of Proposal forms as well as one (1) electronic copy of the Proposal on a Flash Drive.

- a. Proposals must be made out and signed in the Corporate, or other, name of Proposer, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must have the Proposer's name and address in the upper left hand corner and the words "PROPOSAL DOCUMENT RFP020-014 to be opened at 4:00 PM" in the lower left hand corner.
- c. Proposals received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of Proposals received later than the time and date set for the Proposal Opening will not be considered.

3. PROPOSER QUALIFICATIONS

Proposers will be required to fill out, and include as part of their bid any attached Proposer's Qualification Statement.

In determining the qualifications of a proposer, the Owner will consider his record in the performance of any contracts for construction work into which he may have previously entered; and the Owner expressly reserves the right to reject the proposal of such proposer, if such record discloses that such proposer, in the opinion of the Owner has not properly performed such Contracts or has habitually and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

4. EXAMINATION OF PROPOSAL DOCUMENTS

Proposers are to examine all documents and visit the site and shall make a thorough examination of the conditions so that he may familiarize himself with all of the existing conditions and difficulties that will attend the execution of the work, and so that he may determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

Neither Owner nor Consultant (if applicable) has any responsibility for the accuracy, completeness or sufficiency of any proposal document obtained from any other source other than from the Owner. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any other source may also result in failure to receive any addenda, corrections or other revisions to these documents that may be issued.

No interpretation of the meaning of the plans, specifications or other contract documents will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to meridenpurchasing@meridenct.gov to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. 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 posted on the City Website (www.meridenct.gov) not later than three (3) days prior to the date fixed for the opening of proposals unless it is to extend the proposal due date. Failure of any proposer to receive any such addenda or interpretation shall not relieve any proposer from any obligations under his bid as submitted.

5. PROPOSALS TO REMAIN OPEN

No proposer may withdraw their bid within sixty (60) days of the date of the bid opening. Should there be reasons 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 proposer.

6. AWARD OF CONTRACT

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

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

The right is reserved to reject any or all proposals, in whole or in part, to award any item, group of items, or total proposal, 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 – N/A

8. TIME

Inasmuch as the Contract concerns a needed public improvement, the provisions of the Contract relating to the time of performance and completion of the work are of the essence of this Contract. Accordingly, the Contractor shall begin work on the day specified in paragraph 2.04 of the General Conditions, and shall prosecute the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See article 3.2 "Liquidated Damages" of the "Standard Form of Agreement between Owner and contractor".

9. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt operations. Once the work has begun, the Contractor shall work full time.

10. TAXES

a. The City of Meriden is exempt under Connecticut General Statutes Section 12-412 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 proposal price.

b. Upon request, exemption certificates will be furnished to the successful proposer.

11. FAIR EMPLOYMENT PRACTICES

The successful Contractor shall agree that neither he nor his Subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or ill terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need. The

terms stated above are taken from Connecticut General Statutes Section 31-126 "Unfair Employment Practices".

12. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for the work will be written on AIA Document B101-2017, Standard Form of Agreement between Owner and Architect.

13. CERTIFICATE OF SURETY

Each Proposer will be required to furnish a Certificate of Surety with his proposal evidencing that he can obtain the required Performance and Labor and Material Bond, in the event he is awarded the contract. In the event a bid is received with a Certified Check, in lieu of a Bid Bond, and said Certificate does not accompany the bid, the bid shall be rejected.

14. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract, 100 percent Performance Bond, Labor and Material Payment Bond and Certificate of Insurance naming the City of Meriden Additional Insured, as required within ten (10) working days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

15. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

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

16. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden Code of Ethics, sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this bid as if those terms were set forth in such contract or agreement.

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

PROPOSERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND BIDS 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.

17. NON-COLLUSION AFFIDAVIT

Each proposer submitting a proposal 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 an affidavit substantially in the form provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any proposal submitted.

Before execution of any subcontract, the successful proposer shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in the Section entitled "Subcontract" under the General Conditions.

18. SOIL CONDITIONS

The Owner 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 prosecution of the proposed work, neither does the Owner represent that the Plans and Specifications drawn are based upon any soil data so obtained. The Owner does not make any representations as to the soil data so obtained. The Owner does not make any representations as to the soil conditions to be encountered or as to foundation materials.

19. AWARD IN CASE OF A TIE

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

1. The incumbent will be awarded the bid over that of another bidder.
2. 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.
3. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
4. By coin toss, the winner of the coin toss will be awarded the bid over that of another bidder.

20. ASSIGNMENT OF CONTRACT

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

21. PERMITS:

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

22. CITY HALL CLOSING

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



**PURCHASING DEPARTMENT
ROOM 210 CITY HALL
142 EAST MAIN STREET
MERIDEN, CONNECTICUT 06450-8022**

**ADAM B. TULIN
PURCHASING OFFICER**

**PHONE: 203-630-4115
FAX: 203-630-3852**

Shall Be Submitted With Proposal

NON-COLLUSIVE PROPOSAL STATEMENT

PROPOSAL FOR: RFP020-014 Feasibility Study for the Emergency Communication Center Improvement Project

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

1. The proposal has been arrived at by the proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent proposals and;
2. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal, and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Proposer further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the Proposal and make an award in accordance therewith.

Legal Name of Proposer

Business Address

Please print: Name and Title of Person Authorized to Sign

Signature

Date

Phone Number & Ext.

Fax Number

E-mail address

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made on this _____ day of _____, 2020, by and between the City of Meriden, hereinafter referred to as the "City" and _____, hereinafter referred to as the "Engineer".

(Address)

WITNESSETH:

WHEREAS, the City of Meriden requires professional engineering services, and;

WHEREAS, the Engineer represents that it has the requisite experience to perform said services.

NOW, THEREFORE, the City and the Engineer, for considerations hereinafter set forth agree as follows:

1. Work shall comply with the scope of work and schedule as noted in Attachment A.
2. The cost for services provided are as set forth in Attachment A and shall constitute the entire basis for payment for the work specified, including all incidental work, all labor, materials, equipment, and all other costs necessary to fulfill the requisites of this service.

3. **City Provided Services:**

The City shall make available to the Engineer without cost, copies of all maps, plans, reports and other data related to the project in possession of the City.

4. **Miscellaneous Requirements:**

- 4.1 The Engineer shall be responsible for the work and its presentation to the City and others.
- 4.2 The Engineer shall be required to attend meetings and give reports to the City, or others, at the place and time directed by the City.
- 4.3 The Engineer shall consult with the City Engineer's staff to ascertain the requirements of the project and inform himself as to specific conditions that might affect his completing the work or the hours or season of its execution, such as use of adjacent areas, interruptions to operations, and any other information as required.
- 4.4 The Engineer covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.
- 4.5 Should the Engineer require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the City for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications prepared by them or under their supervision. The Engineer shall pay such approved registered consultants and shall submit evidence of such payments upon request by the City.
- 4.6 Should the engineer encounter difficulties beyond their control that may delay the completion of the project or any part thereof, the City is to be immediately notified in writing. This notification shall document the specific reasons for the delay and any attempts the firm has made to overcome such delays. A significant backlog of work, changes in staff, or other similar reasons, will not be

considered as acceptable reasons for granting any extension necessary to preclude a breach of contractual obligations. The City shall be the sole judge of the validity of any time extension, and if it is found that the firm has not diligently pursued and documented all available methods to overcome the delay, no extension of time shall be granted. Payment for any overtime work required to overcome any possible delays shall not be made by the City, unless it is determined to be in the best interest of the City.

5. **Fee and Payment:**

The cost for services provided for in this project are set forth in the Attachment A and shall constitute the entire basis for payment for the work specified including all incidental work, all labor, materials, equipment, studies, preparing the report, outside services, reviewing existing data, meetings, transportation, overhead, clerical personnel, and any and all other costs necessary to fulfill the requirements of this service. The Engineer has provided a breakdown of the lump sum cost which includes all items of work and incidental activities so partial payments for completed elements of the work may be provided. Billing will be made monthly in accordance with the work completed, subject to the approval of the City. Payment will be made not less than thirty (30) days after receipt of the approved invoice.

6. **Change Order:**

The City is to be notified, in writing, for any requests of time extension, compensation for proposed additional work, etc. Such requests will be reviewed by the City, and if the City approved such request and it is in the best interest of the City a Change Order will be issued by the City. Unless there are unforeseen conditions, the contract will not be increased.

7. **Indemnification:**

To the extent permitted by law, the Engineer, shall at all times indemnify and save harmless the City and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the Engineer, its agents, employees, or subcontractors in connection with the Project, and/or under this Agreement.

To the extent permitted by law, the City shall at all times indemnify and save harmless the Engineer, and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity to the extent caused by the negligent acts, errors or omissions of the City, its agents, employees, or subcontractors in connection with the Project, and/or under this Agreement.

8. **License:**

The Engineer shall ensure that the Engineer, in responsible charge of work, possess and maintain a valid State of Connecticut license as required by State Statute and the State Building Code as noted in the October 30, 1987, memorandum from the Commissioner of Consumer Protection to the officials of Meriden.

9. **Insurance:**

The Engineer shall provide and maintain a Certification of Insurance indicating proof of Professional Liability (and/or Errors and Omissions Coverage), Loss of Valuable Papers and other required insurance as noted below, and is hereby made a part of this Agreement.

12. Standard of Care:

The Engineer will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, the Engineer will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. The Engineer will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by the Engineer.

13. Applicable Laws:

This Agreement shall be governed, interpreted, and construed under and in accordance with the laws of the State of Connecticut.

14. Entire Agreement:

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto, and nothing contained in the terms or provisions of this Agreement shall be construed as an Agreement by the City of Meriden to directly obligate the City to creditors or employees of the Engineer.

CITY OF MERIDEN

CONTRACTOR

Timothy P. Coon, City Manager
Duly Authorized

Duly Authorized

DATE

DATE

APPROVED AS TO FORM

Michael D. Quinn, Corporation Counsel
Duly Authorized

DATE

Insurance Requirements

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an **Additional Insured on a primary and non-contributory basis** to all policies except Workers Compensation and Professional Liability. All policies should also include a Waiver of Subrogation. Umbrella/Excess shall state that it follows form over General Liability, Auto Liability and Workers Compensation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000
Errors & Omissions	Each Occurrence	\$1,000,000

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.