

**City of Meriden, Connecticut**

**Purchasing Department**

**Invitation to Bid**

**For**

**TRUCK BODY REPLACEMENT**

**DEPARTMENT OF PUBLIC WORKS**

**B020-21**

**Bids Due: March 5, 2019 @ 4:00 PM**

*Purchasing Department*

*142 East Main St. Room 210*

*Meriden, CT 06450*

*(203) 630-4115*

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

**B020-21 TRUCK BODY REPLACEMENT**

For: DEPARTMENT OF PUBLIC WORKS

The City of Meriden is seeking bids from qualified vendors for the replacement of the body on City of Meriden Vehicle #H-26.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department or on the City of Meriden website ([www.meridenct.gov/business/bids-rfps/](http://www.meridenct.gov/business/bids-rfps/)) or on the State of Connecticut Department of Administrative Services website ([www.biznet.ct.gov](http://www.biznet.ct.gov)). Bids will be accepted at the Purchasing Department, Room 210, City Hall, Meriden, Connecticut 06450-8022 until 4:00 PM local time on March 5, 2020 at which time they will be publicly opened and read. Any bid submitted past the time and date specified shall not be considered.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of ten (10) percent of the amount bid.

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 their bid within sixty (60) days of the date of the bid opening.

The City of Meriden is an Affirmative Action/Equal Opportunity Employers. Small, Minority, Women and Disadvantaged Business Enterprises are encouraged to respond.

Adam B. Tulin  
Purchasing Officer  
City of Meriden, CT 06450-8022

Dated: February 18, 2020

## INFORMATION TO BIDDERS

**B020-21**

### 1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached Proposal Bid Form. Bids will be received by the Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022, until **4:00 PM** on March 5, 2019, and thereafter immediately read in public.

### 2. BIDS

Bids are to be submitted on the attached proposal forms. Please submit two copies of Proposal forms and Bidder's Qualifications. One shall be an original and one can be a copy.

Surety will be in the amount of ten (10%) percent of the amount bid. They must be submitted in a sealed envelope with a Bid Bond, Certified Check, Money Order, Cashiers Check, Treasurer's Check, or Official Check. If a paper bond is used it must be listed with Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

**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 have the Bidder's name and address in the upper left hand corner and the words "BID DOCUMENT - B020-21 – TRUCK BODY to be opened at 4:00 PM" 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 time and date set for 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 their bid any attached Bidder's Qualification Statement.

In determining the qualifications of a bidder, 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 bid of such bidder, if such record discloses that such bidder, 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 BIDDING DOCUMENTS

Bidders 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 Engineer (if applicable) has any responsibility for the accuracy, completeness or sufficiency of any bid 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 request shall be honored if 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](http://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 their bid as submitted.

Any questions about the Bid Document must be submitted in writing via email to [meridenpurchasing@meridenct.gov](mailto:meridenpurchasing@meridenct.gov). Any other format of question will not be answered.

5. BIDS TO REMAIN OPEN

No bidder 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 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 User Department following Bid 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 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 Code 3-13A 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 (forms included in bidding documents) by said business to establish that it has a bona fide principal place of business is operated, or payment of property taxes on the personal property of the business.

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 AM Monday must be accepted by the City based bidder no later than 11:00 AM Tuesday). 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 the one of the City based business bidders which has submitted the lowest bid.

Bidders claiming status under Local Preference are hereby required to submit with their 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 agreement, the parties may, by mutual agreement, extend it for up to two (2) years.~~

9. 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".

10. 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.

11. 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 Bid price.
- b. Upon request, exemption certificates will be furnished to the successful Bidder.

12. 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".

13. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for the work will be written on the "Standard Form of Agreement between Owner and Contractor", where the basis of payment is a stipulated sum.

14. CERTIFICATE OF SURETY

Each Bidder 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.

15. 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.

16. 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.

17. 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.

Bidders 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. 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 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.

18. NON-COLLUSION AFFIDAVIT

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 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 bid submitted.

Before execution of any subcontract, the successful bidder 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.

19. 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.

20. 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.

21. ASSIGNMENT OF CONTRACT

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

22. 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.

23. PAYMENT:

a. The City, unless stated otherwise in the Bidding Documents, will make payment to the vendor not less than thirty (30) days following delivery of the item(s) or service(s).

b. Cash discounts offered shall be for at least a period of thirty (30) days, from date of delivery to be considered, otherwise, bids should be net.

c. 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 Statute 12-412, such taxes shall not be included in the bid price.

24. QUALITY:

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

25. Insurance:

The successful firm shall be required to provide a Certificate of Insurance indicating general liability, automobile liability, workers compensation liability and other coverages established by the City's Risk Manager.

26. CITY HALL CLOSING

If Meriden City Hall is closed for 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.



## **Technical Specifications for B020-21**

### **Re-body of H-26 for the Meriden Public Works Department**

The intent of this bid is to remove and replace the existing all season body and controls on a City of Meriden Highway Div. 2005 Peterbilt 348 six wheel plow truck #H-26.

#### **BODY REMOVAL:**

The successful bidder will be responsible for removing the existing all season body and controls from truck H-26 and disposing of it in a responsible manner. Upon removal, the vendor will clean and media blast the frame and its components. The frame rails will be percussion hammered to remove as much rust/slag as possible. Any damage to the frame, will be reported to the Fleet Manager so a corrective plan can be developed.

#### **FRAME PAINTING:**

The prepped frame and components will be painted using black epoxy primer/sealer. After epoxy curing the frame and components will be painted using black polyurethane paint. Care will be taken to avoid overspray to the cab, wheels, brakes, and other components not being painted. Paint codes and manufacture of paint needs to be disclosed and approved by City of Meriden Fleet manager

#### **DUMP/PLOW/SPINNER CONTROLS:**

Existing dump/plow controls will be replaced. The system being requested will include Force America SSC 6100 controls. There will be a low oil light/buzzer that alerts the operator of a low hydraulic oil condition.

#### **PTO:**

The existing PTO will be replaced with a Force America SSC 6100 compatible PTO that is compatible with the Allison transmission. The PTO controls will be in cab mounted and have a light that will be illuminated when PTO is engaged. Proper PTO required ratio shall be determined by Force America and approved by the installer...

#### **HYDRAULIC HOSES/TUBING/FITTINGS:**

Stainless steel tubing and fittings will be installed where ever ridged mounting can be established. Appropriate sized hydraulic hose rated for the intended use shall be installed where ever stainless steel tubing cannot be used due to flexing. All hydraulic hose runs shall be run to minimize bending and be protected from abrasion by making holes and hose routes devoid of all sharp edges and pinch points. No hydraulic hoses will be installed in such a way that they are allowed to chaff.

#### **ALL SEASON BODY:**

The body requested will be 10' in length and shall be capable of delivering/applying a granular media product for the purpose of snow and ice control. The body shall be capable of being used for winter snow and ice control and be capable of easily being converted to summer use where the

### Technical Specifications for B020-21 continued:

body will act as a conventional dump body. The left side wall will be constructed using 3/16" 304 stainless steel and shall be one piece welded to the front, rear corner posts and welded to the dirt shedding bottom rail using continuous welding. The tail gate will be constructed using 3/16" 304 stainless steel as a face plate and be capable of being operated as a conventional body using latches (air operated) on the bottom of the tail gate and be attached at the top using removable pins. The tailgate spreader chains (transport grade 70) will be used to hold the tail gate in a desired position when not attached at the top of the body. Tail gate latch fingers and 1" pins will be stainless steel sized accordingly to do the intended purpose and equipped with grease fittings. The right side body wall is a solid outer wall and will be constructed using 1/8" 304 stainless steel. It shall be continuous and welded to the front and rear corner posts. The front of the body will be constructed of 3/16" 304 stainless steel and be one piece welded to both front corner posts and 100% welded to the front body panel. All corner posts to be constructed using 3/16" 304 stainless steel. Cab shield shall be constructed using 1/8" 304 stainless steel. The body floor and conveyor access plates shall be constructed using 3/16 hardox 450 and be capable of tilting upwards towards the conveyor assembly opening in order to dispense the granular product in the body. The tilting floor shall operate in a phased cylinder method. The exact amount of oil leaving the larger tilt cylinder will extend the smaller bore cylinder. This design will create a balanced lifting action regardless of load positioning. Both cylinders will be attached to the 12" long member structural channels using appropriately sized hydraulic bulk heads. The four floor pivot bearings will be stainless steel Teflon lined spherical bearings having a minimum 49,000 PSI rotating rating. The spherical Teflon lined bearings are pressed into the vertical floor supports. The vertical floor supports are secured in brackets welded to the 12" long member. There will be 3-4" X 4" X 3/8" square tubing welded in place to form cross members between the structural long channels. Vertical and horizontal braces will be interlocked to form the frame work of the tilting floor assembly. Long members will be full length 12" structural channels. There will be 3/8" stainless steel sections formed to fit the frame radius of the truck to act as a long member support. The formed long member supports are secured to the truck frame using Grade eight frame flanged fasteners. Stainless steel cross member channels will be installed to support the left and right side walls. The rear corner posts will have three oval cut outs for the installation of DOT lighting. The 12" tall vertical rear bumper will be made from 1/2" 304 formed stainless steel and welded to the structural long members. The body shall be attached to the truck frame using a 40 ton rear hinge with bronze delrin bushings and have grease fittings. There will be an OSHA required ladder to gain access to the inside of the body by the operator. There will be two safety props included with the manufacture of the all season dump body. One safety prop for the floor when allowed to be left in the raised position and one safety prop attached to the trunnion cradle for use when the body when left in the raised position.

### **CONVEYOR SYSTEM:**

The conveyor system made of 3/16" 304 stainless steel shall be capable of moving the granular product to the front left side of the body to a material gate. Gate shall be adjustable using a screw jack system. The conveyor assembly shall be mounted to the rear bumper of the body using rear

### Technical Specifications for B020-21 continued:

hinges and connected to the front of the body using two stainless steel fasteners. The removal of the front fasteners will allow the body to raise while allowing the conveyor to remain in the exact lowered position. The complete conveyor system shall be easily removed from the body by removing the two stainless steel fasteners at the front head assembly and five fasteners at the rear of the body. This will allow quickly changing the conveyor system with a new replacement conveyor. This will also afford ease of inspection, maintenance and adjustment when needed. The hydraulic hoses for the conveyor system will be connected to the truck using quick disconnect fittings. Model and manufacturer will be made available to the vendor in order to match existing quick disconnect inventory. Controls for the conveyor system will be variable ground speed and in cab controlled using the Force America SSC 6100 controller. The conveyor chain will be a 49,000 psi 88K pintle style. The drive sprockets are to be forged steel with a tapered tooth design to help align and minimize chain and sprocket wear. The rear shaft will have an idler design to minimize chain wear. Both front and rear conveyor shafts will be mounted using greasable pillar/flange bearings. Chain gear box is to be canimex 25 to 1 ratio. There will be two 3/16" hardox 450 215,000 psi conveyor cover plates. Cover plates will pivot on pin style stainless steel hinges. Two fork pockets will be installed on the conveyor system for removing and installing the conveyor system.

#### **SPINNER ASSEMBLY:**

The six way adjustable frame and shaft spinner assembly shall be made of 304 stainless steel. The material casting shall be performed using a poly disk spinner. Spinner hydraulic hoses will have quick disconnect fittings for spinner removal. Model and manufacture to be determined using Meriden inventoried type.

#### **MAIN BODY HOIST:**

The body lifting cylinder will be Mailhot nitrated trunnion style 24 ton capacity cylinder model number M100 3.5-4 will have 100 inches of stroke. The cylinder shall be mounted to the front of the body using 24 ton capacity lifting blocks secured with 1 inch grade eight fasteners to the 1/2" 304 Stainless steel lifting brackets welded to 1/2" 304 stainless steel formed plate that is welded to the structural long members and front panel. The front panel will be reinforced with vertical and horizontal inverted angles welded in place to form a box bracing system. The cylinder will be attached to the truck frame using a 24 ton trunnion mount cylinder cradle welded to 4x4x3/8 frame formed steel angle irons that are secured to the truck frame with 5/8" flanged frame fasteners.

#### **LOAD COVER:**

A new hydraulically operated load cover will be installed on the body and have in cab controls. ALC or approved equal shall be used.

#### **LIGHTING:**

LED DOT warning lights will be installed in the cab shield for both front and side illumination warning. Rear corner posts will have LED warning lights, LED stop/turn/tail lights, and LED back

Technical Specifications for B020-21 continued:

up lights for a total of three rear facing lights in each corner post. In addition to the corner post lights there will be rear facing incandescent stop/turn/tail/backup light mounted on either side of the truck frame. All required ICC LED lighting, will be installed as required to be in conformance with DOT lighting standards for plow trucks. There will be a spinner spot light placed to illuminate the product discharge area controlled by an in cab switch and the light will be positioned as to not interfere with the operators rear view. There will also be an in body flood light to allow the operator to view the load contents. Conspicuity tape, will be installed on the body as per DOT guidelines.

**NOTES:**

Existing plow frame will be inspected, media blasted and if no structural issues will be repainted and re-used. Any conditions that preclude the successful bidder from the proper installation of the body and other components will be conveyed to the Fleet Manager immediately so a corrective action plan can be developed.

Prior to the permanent installation of the in cab body controls, the Fleet manager or his designee will look at the proposed lay out of the in cab controls.

ANY deviations from, or exceptions to the above specifications will be so noted.

**END OF TECHNICAL SPECIFICATIONS**



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

**NON-COLLUSIVE BID STATEMENT**

BID FOR: **B020-21 TRUCK BODY REPLCAEMENT**

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

- (1) The bid has been arrived at by the bidder 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 Invitation to Bid, designed to limit independent bidding or competition,  
And;
- (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.

The undersigned bidder further certifies 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.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Please Print Name and Title of Person Authorized to Sign

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
e-mail address



**REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS**

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A 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:

1) 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's Office Address: \_\_\_\_\_

3) Type of ownership: Minority owned: Yes \_\_\_\_\_ No \_\_\_\_\_

4) If a corporation, where incorporated: \_\_\_\_\_

5) Former name (if applicable): \_\_\_\_\_

6) 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.





1. Minority owned business? \_\_\_\_\_ yes \_\_\_\_\_ no
2. Years organized. \_\_\_\_\_
3. Is your company a corporation \_\_\_\_\_ yes \_\_\_\_\_ no  
If yes where incorporated? \_\_\_\_\_
4. How many years have you been engaged in business under your present firm name? \_\_\_\_\_
5. Former Firm Name (if any) \_\_\_\_\_
6. List total number of Personnel \_\_\_\_\_ Total licensed of Certified \_\_\_\_\_
7. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles 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 more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. General character of work performed by you \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Have you ever failed to complete any contract awarded to you? If so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Have you ever defaulted on a contract? If so where and why?

\_\_\_\_\_

13. Have you ever filed bankruptcy: \_\_\_\_\_ Please explain: \_\_\_\_\_

\_\_\_\_\_

14. Will you, upon request, furnish any information that may be required by the City of Meriden? \_\_\_\_\_

15. The undersigned hereby authorizes and request 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ year

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Title

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that they are

Name \_\_\_\_\_ of \_\_\_\_\_

title \_\_\_\_\_ name of organization

and that the answers to the forgoing question and all statement therein contained are true and correct

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
day month year

\_\_\_\_\_  
Notary Public signature

My commission expires \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
(Name of Principal)

As Principal, and \_\_\_\_\_,  
(Name of Surety)

unto the CITY OF MERIDEN, CONNECTICUT hereinafter called the "OWNER", in the penal sum of  
\_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_) lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the said Principal has submitted the Accompanying bid  
Dated \_\_\_\_\_, 20 \_\_\_\_\_

For \_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the Period specified therein after the opening of  
the same, or if no period be specified, within thirty (30) days after the said opening and shall within the period  
specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him  
for signature, enter into a written Contract with the Owner in accordance with the Bid, as accepted, and give bond  
with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of  
such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such  
Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the  
amount specified in said Bid and the Amount for which the Owner may procure the required work or supplies or both,  
if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in  
full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Address) (Affix seal)

By: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address) (Affix seal)

By: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

**CITY OF MERIDEN  
PURCHASING DEPARTMENT  
142 EAST MAIN STREET, ROOM 210  
MERIDEN, CONNECTICUT 06450**

**B020-21**

**BID SHEET  
FOR  
TRUCK BODY REPLACEMENT FOR CITY OF MERIDEN VEHICLE #H-26**

I, WE, the undersigned, hereby agree to furnish labor and material for the replacement of the Dump Body of City of Meriden Vehicle #H-26 at the net price stated below, in accordance with the specifications and conditions contained in the in the Invitation to Bid, Rules and Regulations for Competitive Bidding, Conditions and Specifications, all of which are made a part of this Proposal.

Unit Price:

Fixed Price for  
Truck Body Replacement

\$ \_\_\_\_\_

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME: (please print): \_\_\_\_\_ DATE: \_\_\_\_\_

TELEPHONE# \_\_\_\_\_ FAX# \_\_\_\_\_

E-MAIL: \_\_\_\_\_

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE  
B020-21 TRUCK BODY REPLACEMENT

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between the City of Meriden, 142 East Main Street Meriden, CT 06450 hereinafter called OWNER and \_\_\_\_\_ hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

~~Article 2. ENGINEER.~~

~~The Project has been designed by \_\_\_\_\_ who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the contract documents.~~

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed by \_\_\_\_\_, after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07B of the General Conditions by \_\_\_\_\_ after the date when the Contract Times commence to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \_\_\_\_\_ (\$X.XX) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \_\_\_\_\_ dollars (\$X.XX) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.



Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work, other than Unit Price Work, a Lump Sum of: \$ \_\_\_\_\_  
Figures  
\$ \_\_\_\_\_  
Written

All specific cash allowances are included in the above price and have been computed in accordance with 11.02 of the General Conditions;

Plus

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2:

UNIT PRICE WORK

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
TOTAL OF ALL UNIT PRICES:					
_____				\$ _____	_____
Written					Figures

Bid Attached.

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03C of the General Conditions.

*(The Bid may be attached. Any attachments and/or exhibits attached should be listed in Article 8).*

*If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions.*

Article 5. PROGRESS PAYMENTS.

5.1 Based upon applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account to the Contractor as provided below and elsewhere in the Contract Documents.

- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

Standard Form of Agreement: Page 3

- 5.3 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This Schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.5 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the work in the Schedule of Values, less retainage of five percent (5 percent). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in appropriate sections of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing) less retainage of five percent (5 percent).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 14.02.B.5 of the General Conditions.

- 5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances;

(Not applicable)

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95) of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed, through no fault of the Contractor, additional amounts payable in accordance with Paragraph 14.08 of the General Conditions.

5.8 Reduction or limitation of retainage, if any shall be as follows:

(Not applicable)

Article 6. INTEREST.

No interest shall be due or paid on any monies not paid when due.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda listed in paragraph 8 and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1. This Agreement.

8.2. General Conditions and Supplemental General Conditions.

8.3. Notice of Award – **Attachment A**

8.4. Performance, Payment, and other Bonds – **Attachment B**.

8.5. Insurance certificate – **Attachment C**

8.6. Contractor's Bid Proposal, Non-Collusive Bid Statement, Bidder's Qualification Statement, St of CT Forms that are applicable - **Attachment D**

8.7. Connecticut Department of Labor – Wage and Workplace Standards Division.

8.8. **“By Reference”**: The complete Specifications as included in the bidding documents bearing the title.

8.9. **“By Reference”**: List of Drawings: Sheet No's. \_\_\_ through \_\_\_ included in the bidding

The above documents are on file in the City of Meriden's Purchasing Department.

8.10. Addenda numbers \_\_\_ and \_\_\_.

(Those addenda which pertain exclusively to the bidding process need not be listed.)

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All-Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

[Insert other provisions here if applicable.]

WITNESS WHEREOF, the parties hereto have affixed their names and seals.

THE CITY OF MERIDEN

CONTRACTOR:

\_\_\_\_\_  
Timothy Coon, City Manager  
Duly Authorized

\_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## INSURANCE REQUIREMENTS

\*

All insurance coverage shall be provided by the Contractor and by or for any of their Subcontractors at no additional expense to the City. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the City from requesting additional limits and coverage provided under the Contractor's policies and/or their Subcontractors' policies. The Contractor shall either require each of their Subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the Contractor shall secure the coverage for all Subcontractors under the Contractor's own policies.

The Contractor and/or Subcontractors shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut. (Insurance carriers shall be rated "A" or higher by AM Best Co.)

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Contractor and/or Subcontractors agree that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Contractor and/or subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Contractor and/or subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance's held by the City.

The Contractor and/or Subcontractor shall provide coverage's that are not impaired or the aggregate is not to be impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Contractor and/or Subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- Name of Insurance Carrier writing policy
- Name Insured
- Address of Named Insured
- Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- Policy Periods (effective and expiration dates)
- Limits of liability and terms
- Brief description of operations performed and property covered
- Name and address of certificate holder
- Authorized agent's name and address
- Date and signature of the issuing agent (original only)
- All additional named insured endorsement
- All cross liability endorsements
- All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance)



Each insurance policy (with the exception of OCP shall contain an endorsement naming the City as an Additional Insured, evidence of a Cross Liability endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds. The Contractor shall provide 60 Day advance Notification\*\* to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage. \*\*

\*\*Amended 01/13/14

The Contractor and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the Contractor's insurer to recover any payments made on behalf of the Contractor and/or Subcontractor.

All insurance policies provided by the Contractor and/or Subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew , or any other cause, the City shall order the cessation of all activities\*\* until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the City, or other parties to the contract.

\*\*Amended 01/13/14

The Contractor and their Subcontractors shall indemnify and save harmless the City of Meriden, and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees, volunteer workers, commissioners, and any affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the City of Meriden, or as may now or hereinafter be constituted or established from and against all claims, damages, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and their Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor and their Subcontractors shall, during the execution of the work, take necessary precautions and place proper guards for the prevention of accidents; shall set up all night suitable and sufficient lights and barricades; shall fully comply with the latest revisions of the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations, including any all amendments, revisions, and additions thereto, and shall indemnify and save harmless the City of Meriden and their additional named insured and their employees, officers, agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may incur by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness. negligence, or carelessness in the execution of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in execution of the work, or by or on account of any direct or indirect act or omission of the Contractor of their Subcontractors or their employees or agents.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the execution of the contract.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to; 1) all employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage in or on the site, under the care, custody, or control of the Contractor or any of their Subcontractors; and 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor and/or subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the Contractor and/or their Subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City.

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss.

The Contractor, Subcontractor, and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the City. Nothing shall limit the City of Meriden from utilizing the defense of governmental immunity.

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. 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	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$100,000

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.

Article 6 Substitutes and "or equals"

Article 6.05.2.A – After Contractor add "or Owner"

Article 6.05.2.2E – Substitute Items - Add the words "If, in the owner's opinion, the number of substitutions is excessive" after "reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitutes".

Add the following paragraph 6.09D:

The requirements of subparagraph 6.09 do not waive the Contractor's responsibility of complying with the requirement of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations and orders of any public authority bearing the work.