

City of Meriden, Connecticut

Purchasing Department

Invitation to Bid

For

On Call Painting Services

Meriden Board of Education, Meriden, CT

B020-11

Proposals Due: October 22, 2019 @ 11:00 AM

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:

B020-11 On-Call Painting Services for the Meriden Board of Education

It is the intent of this bid to provide a list of Contractors that will be available for hire by the Meriden Board of Education for painting services as needed.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department on the City website on September 24, 2019. Bids will be accepted at the Purchasing Department, Room 210 City Hall Meriden, CT 06450-8022 as follows:

B020-11 until 11:00 A.M. local time on: October 22, 2019, at which time they will be publicly opened and read.

Each bid shall be accompanied by a Certified Check in the amount of Five Hundred (\$500.00) Dollars. Upon award, the successful bidder(s) Five Hundred (\$500.00) Dollar Certified Check will be held as a Performance Bod for the duration of the contract period.

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.

Adam B. Tulin
Purchasing Officer
City of Meriden

Dated: September 24, 2019

INFORMATION TO BIDDERS

B020-11

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 11:00 AM on October 22, 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.

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN 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 - B020-11 On-Call Painting Services for the Meriden Board of Education to be opened at 11:00 AM" 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.

2A. PERFORMANCE BOND

The successful Quoter shall be required to submit a Five Hundred (\$500.00) Dollar Cash Performance Bond. For a Cash Performance Bond, a Certified Check will be the only form accepted. The Cash Performance Bond will be deposited into a non-interest bearing account, and is to provide a guarantee of service. Should the City incur a cost for the services listed through the inability or failure of your firm to respond to either service, an amount not to exceed the amount of the Cash Performance Bond will be deducted to reimburse any cost to the City for such services. In the event the Cash Performance Bond is reduced by this action, the Contractor shall replace the amount of the reduction within five (5) working days. The remaining amount of the Cash Performance Bond shall be returned upon the satisfactory completion of the contract. If more than one Bidder is awarded the amount of the Cash Performance Bond may be negotiable.

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 interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, e-mailed to meridenpurchasing@meridenct.gov and to be given consideration must be received at least seven (7) 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 e-mailed to all prospective bidders at their respective e-mail addresses that are furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of bids. Addenda are posted on the City Website (www.meridenct.gov) Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligations under his bid as submitted.

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.

1. 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 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 made as per the Proposal Page.

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 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

INFORMATION TO BIDDERS: Page 5

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 his 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. 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.

END OF INFORMATION TO BIDDERS



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

**ADAM B TULIN, MPA
PURCHASING OFFICER**

PHONE: 203-630-4115

Shall Be Submitted With Bid

NON-COLLUSIVE BID STATEMENT

B020-11 On-Call Painting Services for the Meriden Board of Education

The undersigned bidder, having fully informed it 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 & Ext.

Fax Number

E-mail address

REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS

B020-11

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.



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

B020-011 ON-CALL PAINTING SERVICES FOR THE MERIDEN BOARD OF EDUCATION

1.0 SCOPE OF SERVICES

- 1.1 It is the intent of this bid to provide a list of Contractors that will be available for hire by the Meriden Board of Education (BOE) for Painting Services as needed during the contract period. Work may include small to medium sized painting jobs at school buildings and facilities.
- 1.2 Calls for service shall be governed by the nature of the job involved and may be of very short duration for repairs or major work encompassing entire days or weeks to complete.
- 1.3 All Contractors and their Work must be in full compliance with Federal, State and Local laws and regulations, building codes, OSHA rules, regulations and standards, and zoning regulations concerning licenses and legal qualifications to perform all phases of required Work.
- 1.4 Unless pre-approved by the BOE, the only Work method to be performed is brush and roll.
- 1.5 This Contract may be utilized by other City of Meriden Departments on an as needed basis.

2.0 CONTRACT AWARD

- 2.1 Bid prices submitted shall remain firm for the duration of the contract period.
- 2.2 All bid prices submitted shall be accepted. As work is needed, the BOE shall request quotes from the list of bidders. The BOE may request quotes from one or more Contractors depending on the size and nature of the job, Contractor's availability, job urgency or other pertinent factors. Quotes proved to the BOE shall include an estimate of labor hours and list of materials.

3.0 HOURLY RATES AND MATERIALS

- 3.1 Labor shall be paid on an hourly rate basis, invoiced for actual time on the job. Travel time shall not be paid except for Emergency Calls as defined in Section 3.1.3 and specified in Section 3.4. In no case shall the BOE pay for job estimates or for time taking out permits.
 - 3.1.1 For the purpose of this bid, regular hourly rates shall be Monday through Friday, 7:00 AM to 4:00 PM.
 - 3.1.2 Overtime hourly rates shall apply for calls after 4:00 PM through 7:00 AM, Monday through Friday, and 7:00 AM through 4:00 PM on Saturday.
 - 3.1.3 Emergency hourly rates shall apply for all calls after 4:00 PM on Saturday and all hours on Sundays and Holidays. Emergency work under this contract shall be for a single emergency repair or facility inspection.
 - 3.1.4 The hourly rate shall be for the laborers required to perform the Work and includes all tools and equipment.
 - 3.1.5 Hourly rates for specialized work such as drywall or plaster repairs may be itemized with an hourly rate and submitted with a Contractor's bid proposal.
 - 3.1.6 This Contract may not be used for projects that exceed Prevailing Wage thresholds. Such projects shall be bid separately.
- 3.2 All invoices from the Contractor shall be itemized detailing hours worked and hourly rate. On those occasions when parts and materials are also called for, the Contractor's invoice shall include copies of invoices for materials purchased and the percentage of markup over wholesale prices shown if there is a markup. The BOE reserves the right to purchase materials directly if it so chooses.
- 3.3 No work is to be performed until a Purchase Order is issued.
- 3.4 The Contractor shall indicated response time when notified by the BOE. For an emergency call out as determined by the BOE, response time shall be one (1) hour or less. The BOE will allow a travel time charge of one (1) hour for any emergency or after hour call outs.

4.0 LENGTH OF CONTRACT

- 4.1 The length of Contract shall be from October 1, 2019 through September 30, 2020.
- 4.2 The Contractor and the BOE may extend the Contract for up to two (2) additional one (1) year terms at the same prices, terms and conditions if mutually agreed upon by both parties.

5.0 INSURANCE AND PERMIT FEES

- 5.1 Certificates of Insurance shall be required before any work is performed.

- 5.2 Contractor must apply for all proper permits required to perform the work, and the City of Meriden shall waive all local building permit fees.
- 5.3 When required by law, the Contractor shall have available on-site MSDS Sheets for any products used during the course of the Work and shall be turned over to the BOE upon completion.



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

PROPOSAL SHEET FOR PAINTING SERVICES

I, WE, the undersigned hereby agree to provide the net prices named herein the following services subject to and in accordance with the terms and conditions contained in the Invitation to Bid, Rules and Regulations for Competitive Bidding including Instructions to Bidders, Specifications, General Conditions, and Technical Specifications, all of which are made a part of this Proposal.

Description:	Hourly Rate:
Regular	\$ _____/hr.
Overtime	\$ _____/hr.
Emergency:	\$ _____/hr.

OTHER SPECIALIZED WORK AS OUTLINED IN SECTION 3.1.5: BIDDER MUST ATTACH
MATERIALS UTILIZED WILL CONTAIN A _____% MARKUP.

CONTACT PERSON: _____ TELEPHONE: _____

AFTER HOURS AND EMERGENCIES:

CONTACT PERSON: _____ TELEPHONE: _____

Bidder:	Address:
Signed By:	Title:
Name (Please Print):	Date:
Telephone:	Fax:
Federal Tax ID Number (FEIN):	Email:

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 _____
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____

day

month

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 _____



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Description:	Hourly Rate:
Regular	\$ _____/hr.
Overtime	\$ _____/hr.
Emergency:	\$ _____/hr.

OTHER SPECIALIZED WORK AS OUTLINED IN SECTION 3.1.5: BIDDER MUST ATTACH
MATERIALS UTILIZED WILL CONTAIN A _____% MARKUP.

CONTACT PERSON: _____ TELEPHONE: _____

AFTER HOURS AND EMERGENCIES:

CONTACT PERSON: _____ TELEPHONE: _____

Bidder:	Address:
Signed By:	Title:
Name (Please Print):	Date:
Telephone:	Fax:
Federal Tax ID Number (FEIN):	Email:

**AGREEMENT
FOR B020-11 ON-CALL PAINTING SERVICES FOR THE MERIDEN BOARD OF
EDUCATION**

This AGREEMENT, made as of this 17th day of July, 2019, by and between the City of Meriden, hereinafter called the "CITY" and William M. Laydon Construction, LLC, 150 Universal Drive South, North Haven, CT 06473 hereinafter called the "CONTRACTOR".

WHEREAS, the City is desirous of engaging a Contractor for replacement of City Sidewalks on Orient Street, Newton Street and Cottage Street.

And;

WHEREAS, the Contractor is in the business of providing such services;

NOW THEREFORE, the parties mutually agree as follows:

- 1) AGREEMENT OF THE PARTIES: The City hereby contracts for, and the Contractor hereby agrees to perform the work as stated in the minimum specifications as required by the City at the locations requested.
- 2) SCOPE OF SERVICES: As per Proposal Documents.
- 3) In the event of any dispute concerning Painting, the City's judgement shall be final.
- 4) The agreement shall begin _____ and end _____ unless extended or terminated.
- 5) A. The City shall pay the Contractor:

In accordance with the proposal pages.
- 6) AUDITS: At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
- 7) It is understood that under this Agreement, the services of the Contractor shall be as an independent Contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.
- 8) The Contractor shall assume full responsibility for conforming to all requirements for and save the City and its Agents harmless from any and all claims that could arise in such

9) INSURANCE: The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Meriden as ADDITIONAL INSURED and with the types and limits stated in the Insurance Requirements section.

10) TERMINATION: The City or the Contractor shall have the right without cause to terminate within fifteen (15) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said fifteen (15) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination.

11) 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 Section 4 above, plus any extensions thereof allowed in accordance with Article 7 of the Information to Quoters. 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 _____ (\$ _____) for each day that expires after the time specified in Section 4 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 Section 4 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER _____ (\$ _____) for each day that expires after the time specified in Section 4 for completion and readiness for final payment.

12) The QUOTE DOCUMENTS are hereby made a part of this Agreement.

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

CONTRACTOR:

_____ Date: _____

Duly Authorized

CITY OF MERIDEN:

_____ Date: _____

Michael Grove, Assistant Superintendent
Duly Authorized