



City of Meriden, Connecticut

Purchasing Department

Invitation to Bid

For

American Rescue Plan Act: Meriden Little League Field Repairs

Meriden, CT

B023-34

Proposals Due: January 4, 2023 @ 11:00 AM

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:

B023-34 – American Rescue Plan Act: Meriden Little League Field Repairs

The City of Meriden seeks the services of a contractor to furnish labor and materials to repair the Meriden Little League fields at the Ed Walsh field complex at 70 Overlook Rd., Meriden CT 06450.

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (<https://portal.ct.gov/DAS/CTSource>). Bids will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, eastern standard time on January 4, 2023** at which time they will be publicly opened and read. Any bid received after the time and date specified shall not be considered.

There will be a Non-Mandatory Pre-Bid Meeting on Wednesday December 28, 2022 at 10:00 AM at the Ed Walsh Field Complex at 70 Overlook Rd, Meriden, CT 06450 behind the Thomas Hooker Elementary School.

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

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

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

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

Adam B. Tulin
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: December 20, 2023

CITY OF MERIDEN, CONNECTICUT

B023-34 – American Rescue Plan Act: Meriden Little League Field Repairs

INFORMATION TO BIDDERS

1. BIDDING PROCEDURES

Sealed Bids shall be submitted on the forms designated by the attached proposal bid forms. Bids will be received by the City of Meriden's Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until 11:00 a.m. on January 4, 2023 and thereafter immediately read in public (the "bid opening").

2. BIDS

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

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

- a. Bids must be made out and signed in the corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the Bidder's name and address in the upper left hand corner and the words "BID DOCUMENT - B023-34 – Meriden Little League Field Repairs to be opened at 11:00 a.m." in the lower left hand corner.
- c. Bids received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of bids received later than the date and time set forth in the bid opening will not be considered.
- e. All prices must be in ink or typewritten. In the event of a bidder's mathematical error in tabulating any bid prices, *the written unit prices shall govern*.

3. BIDDER QUALIFICATIONS

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

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

4. EXAMINATION OF BIDDING DOCUMENTS

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

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

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

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

5. BIDS TO REMAIN OPEN

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

6. AWARD OF CONTRACT

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

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

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

7. BID PROTEST PROCEDURE

In the event that any bidder wishes to protest the potential award of a bid, or any procedure of act in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefore and request a conference with respect thereto. Said protest must be received in the City Purchasing Office within **FIVE (5)** business days after the delivery of bid results or decisions. A conference with respect to said protest shall be scheduled by the Purchasing Officer forthwith and shall be attended by him or his designee and such other persons as the Purchasing Officer and the City Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of dispute. The City shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting bidder forthwith. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

8. CITY OF MERIDEN, LOCAL PREFERENCE

N/A

9. EXTENSION OF AGREEMENT

N/A

10. TIME

N/A

11. SCHEDULE OF WORK

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

12. TAXES

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

13. FAIR EMPLOYMENT PRACTICES

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

14. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

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

15. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

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

16. CITY OF MERIDEN CODE OF ETHICS

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

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

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

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

17. NON-COLLUSION BID STATEMENT

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

18. SOIL CONDITIONS

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

19. AWARD IN CASE OF A TIE

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

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

The above-referenced provisions do not apply to those situations in which more than one City-based business responsible bidder has submitted bids not more than ten (10) percent higher than the lowest bid and has agreed to accept the award of the bid at the amount of the lowest bid. Under such circumstances, the provisions of the Code of the City of Meriden, section 3-14, are controlling, as set forth under Section 8 of this 'Information to Bidders.'

20. ASSIGNMENT OF CONTRACT

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

21. PERMITS

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

22. BID PRICE AND PAYMENT

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

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

23. QUALITY

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

24. INSURANCE

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

25. CITY HALL CLOSING

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

26. PAYMENT REQUISITIONS & CERTIFIED PAYROLL

Progress payment requisitions are due monthly on last day of the month for work completed during the contract period. Requisitions are to be sent to the Architect/Engineer and/or City of Meriden Department responsible for management/administration of the contracted work.

Certified Payroll for construction contracts that require State of Connecticut Prevailing Wage Determinations are required for each week of work by the Contractor and any or all the Contractor's Subcontractors and are due monthly with each requisition. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

For federally funded construction contracts with Davis Bacon Wage Determinations, Certified Payroll for all employees of the Contractor and any or all of the Contractor's Subcontractors are required to be submitted weekly to the Architect/Engineer and to the City of Meriden Purchasing Department. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. Employees on the construction site will be interviewed by City of Meriden Staff and/or City of Meriden subcontracted Project Management/Clerk-of-the-Works/Owner's Representatives for Davis Bacon compliance. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

27. CHRO

N/A

CITY OF MERIDEN, CONNECTICUT

B023-34 – American Rescue Plan Act: Meriden Little League Field Repairs

NON-COLLUSIVE BID STATEMENT/AFFIDAVIT

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

1. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid.
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned bidder is duly authorized to bind the business entity identified below.

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

Signature of Bidder

Print Legal Name of Bidder

Relationship to Business Entity Below

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

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Duly sworn and subscribed to before me
this __ day of _____, 2023.

Notary Public
My Commission Expires:
Commissioner of the Superior Court

B023-34 – American Rescue Plan Act: Meriden Little League Field Repairs
BIDDER'S QUALIFICATION STATEMENT

This Statement of Bidder's Qualifications is to be submitted by the bidder at the time of the bid opening. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions must be answered on attached sheets. The bidder may submit any additional information they desire. It is understood that when the City has executed an Agreement, to which these General Conditions are a part, it is, in part, done upon the reliance of the answers provided herein by the bidder or the agent of the bidder.

Firm Name _____

Address _____

Telephone	Fax
-----------	-----

Officers: _____ President
 _____ Vice President
 _____ Secretary
 _____ Treasurer

Bank References: _____

Bond surety Company: _____

If a partnership, give names of partners. If a sole proprietorship, give name and title of a least one responsible employee.

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

[illegible]

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. Is any principal of your firm an employee or public official of the City of Meriden, or an immediate family member of an employee or public official of the City of Meriden? (Definition of immediate family includes: an individual's spouse, fiancé or fiancée; the parent, brother or sister of such individual or spouse; and the child of such individual or the spouse of such child.)
_____ yes _____ no
8. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.)

9. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.

10. 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:

11. General character of work performed by you _____

12. Have you ever failed to complete any contract awarded to you? If so, where and why?

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

14. Have you ever filed bankruptcy: _____ Please explain: _____

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

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

FORM OF SURETY GUARANTY

(Shall accompany proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersaid corporation, and for other valuable consideration the

(Name of Surety Company) .

a corporation organized and existing under the laws of the State of _____

and licensed to do business in the State of _____ certifies and agrees

that if Contract _____

is awarded to - _____
(Name of Bidder)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing or furnishing materials in connection thencewith.

(Surety)

The language of this form shall generally be given on the official form normally provided by the Surety Company complete with the usual proof of Authority of Officers of the Surety Company to execute said official form.

Should a bid be offered with a check as surety without said official form, such bid shall be rejected.

BID FORM

B023-34

American Rescue Plan Act: Meriden Little League Field Repairs

**Date of Opening: January 4, 2023
At 11:00 AM**

To: Adam B Tulin, MPA
Purchasing Officer
142 East Main Street, Room 210
Meriden, CT 06450

The undersigned _____, doing business in the City/Town of _____, in the State of _____, herewith, after reading thoroughly the Specifications and other Bid documents (including if any addendum or addenda) submit the following proposal:

Please attach a proposed schedule that shows your ability to complete clay and other items prior to the start of the season, as well as when you propose to complete sod work.

Field #1 F.J. Kogut Field

1. Total Bid Price for items to be completed **PRIOR** to season:

Written Amount

Dollars & Cents

2. Total Bid Price for items to be completed **AFTER** start of season:

Written Amount

Dollars & Cents

Field #2 F.W. Kogut Field

3. Total Bid Price for items to be completed **PRIOR** to season:

Written Amount

Dollars & Cents

4. Total Bid Price for items to be completed **AFTER** start of season:

Written Amount

Field #3 Victoria Carabetta Field

5. Total Bid Price for items to be completed **PRIOR** to season:

Written Amount

Dollars & Cents

6. Total Bid Price for items to be completed **AFTER** start of season:

Written Amount

Dollars & Cents

Warning Track Install

7. Total Bid Price:

Written Amount

Dollars & Cents

Bull Pen Install

8. Total Bid Price:

Written Amount

Dollars & Cents

Total Lump Sum Bid Price:

Written Amount

Dollars & Cents

Receipt of Addenda is acknowledged:

No: _____ Dated: _____

No: _____ Dated: _____

NAME OF BIDDER _____

ADDRESS _____

BY: _____
Print or type name Title

SIGNATURE _____ DATE _____

TELEPHONE _____ E-Mail _____

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

CITY OF MERIDEN, CONNECTICUT

B023-34 – American Rescue Plan Act: Meriden Little League Field Repairs

AGREEMENT

This AGREEMENT, made as of this _____, 2023 by and between the City of Meriden (hereinafter the “City”) and _____ (hereinafter the “Contractor”).

WHEREAS, the City has issued a certain Invitation to Bid for Meriden Little League Field Repairs; and

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

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT OF THE PARTIES: The City hereby contracts for and the Contractor hereby agrees to perform the work as stated in the minimum specifications as required by the City at the locations requested.
2. SCOPE OF SERVICES: As per the bid proposal documents, incorporated by reference herein.
3. TERM: This Agreement shall begin _____ and end _____, unless extended or terminated.
4. PAYMENT: The City shall pay the Contractor in accordance with the bid proposal documents, incorporated by reference herein. Work performed without authorization will not be paid for.
5. AUDITS: At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
6. INDEPENDENT CONTRACTOR: It is understood that the services of the Contractor shall be as an independent contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.

7. INDEMNIFICATION: Contractor shall indemnify and save harmless City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of City, and shall defend, indemnify and save harmless City from any and all claims, demands, suits, actions or proceedings of any kind or nature including workers' compensation claims, of or by anyone in any way resulting from or arising out of the operations in connection with this Agreement, including operations of subcontractors and acts or omissions of employees or agents of contractor or his or her subcontractors. Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this Agreement. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for his/her/its proper protection in the prosecution of the work. Contractor agrees that will well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any way come against owner, or which may in any way result from carelessness or neglect of contractor or its agents, employees or workmen in any respect whatever.
8. INSURANCE: The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Meriden as an ADDITIONAL INSURED and with the types and limits stated in the insurance requirements section. The Contractor agrees to provide Certificates of Insurance as requested by the City.

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

9. TERMINATION: The City or the Contractor shall have the right, without cause, to terminate this Agreement within fifteen (15) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said fifteen (15) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination.
10. BID PROPOSAL DOCUMENTS: The bid proposal documents are hereby incorporated by reference and made a part of this Agreement.
11. DEFECTIVE WORK: During a period of one year from and after the final acceptance of the work except as provided elsewhere in this Agreement, the Contractor shall, at its own expense, make all needed repairs or replacements due to defective work or materials which, in the judgment of the City, shall become necessary during this period. If within ten (10) days after the mailing of a written notice to the Contractor, or its agent, requesting repairs or replacement, the Contractor shall neglect to make or undertake with due diligence to make them, the City may make the repairs at the Contractor's expense; provided, however, that in

the case of emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to the Contractor, and the contractor shall pay the cost.

12. GUARANTEE: The Contractor shall further guarantee that the repairs shall remain in good order and repair for a period of five (5) years from all causes arising from defective work and materials, and to make all repairs arising from these causes during this period without further compensation, and shall guarantee the work against defective work and materials, and shall keep them in good order and repair without further compensation for a period of two (2) years from and after completion and acceptance of them by the City. The determination of the necessity for the repair or replacement of the work or any portion of the work, shall rest entirely with the City, whose decision upon the matter shall be final and obligatory upon the Contractor.
13. CLEAN UP: The contractor shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways, and adjacent property that may have been used or worked on by the Contractor in connection with the Work promptly as each section or portion is completed and ready for use, leaving the same in a neat and presentable condition. Payment of monthly or partial estimates may be withheld until this has been done to the satisfaction of the City. Final acceptance and payment for the entire project will not be made until this has been fully taken care of.

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

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

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

14. CHARTERS, LAWS, AND ORDINANCES: The Contractor shall at all times observe and comply with the provisions of the charter, ordinances and regulations of the City of Meriden and of state and federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the contractor, its subcontractors, or the subcontractors employees, agents or servants, engaged upon the work or affecting the materials supplied to or by them

15. CONTRACTOR'S DUTIES: The Contractor shall be responsible for the completion of the Work according to the bid proposal documents, and its responsibility shall not cease until the whole work contracted for is completed and accepted. The Contractor shall keep fully informed at all times regarding all details of the work. The Contractor shall be responsible for all delays that may result in failure to install the work in the proper manner and proper time. It shall carefully study and compare all drawings, specifications, and other instructions and shall immediately report to the City any error or omission which the Contractor may discover, and shall subsequently proceed with the work in accordance with the instructions from the City concerning the error or omission. The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work, organize the procurement of all the materials and equipment so that it will be available at the time they are needed for the work. The Contractor shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements of the contract documents. Any employee who is considered incompetent or careless in his or her work shall be removed on demand of the engineer and replaced by a competent person.
16. LIQUIDATED DAMAGES. The Contractor acknowledges that time is of the essence for the Contractor to render its services and that the City will suffer financial loss if the Work is not completed within the times specified in paragraph 3 above. The Contractor acknowledges the expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for any delay (but not as a penalty), the Contractor shall pay the City TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day that expires after the time specified in Section 3 for substantial completion until the Work is substantially complete. After substantial completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the time specified in Section 3, Contractor shall pay the City TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day that expires after the time specified in Section 3 for completion and readiness for final payment.
17. BLUE PENCIL PROVISION: In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.

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: _____

Timothy P. Coon, City Manager
Duly Authorized

CITY OF MERIDEN, CONNECTICUT

INSURANCE REQUIREMENTS

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

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

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.

B023-34 ARPA Little League Field Repairs Scope of Work

It is the City's desire that as much work as possible be completed and usable prior to opening day of the 2023 Little League season at the Ed Walsh complex on Overlook Rd, Meriden, CT. The expectation is that this will include at a minimum any and all clay and clay-related work, weeding/cleanup, stone work, and layout and grade review and adjustments. The City assumes that sod work cannot be completed prior to the season at this time, and will need to be delayed until after the 2023 season has concluded; excepting for unseasonable weather during the early spring.

****Please thoroughly review the specifications below, and attach a proposed schedule of work to your bid form.**

****Please be sure to bid as the bid form directs, and then separately attach any exceptions or suggested alternates.**

Field #1 F.J. Kogut Field-

Check current field layout and locations to be sure they are all proper dimensions/locations

Layout field to Little League regulation field

Remove weed growth from clay infield

Remove all sod from infield, 5' outer perimeter of clay, and foul territories of 1st and 3rd bases to fence line

Remove built up areas at edges of infield

Aerate all sod areas to loosen soil, supply and install topsoil as necessary to correct grades:

- Power rake all infield clay areas

- Supply and install new Dura Edge clay to bring grades to proper elevation

- New minimum clay depth to be 1"

- Rebuild pitcher's mound with mound clay, to reflect 2 new pitching rubbers

- Rebuild batters boxes as need with batters clay

- Replace Home plate

- Supply and install 3 magnetic bases with new anchors

- Lawn areas to be laser graded for proper grades prior to sod installation

- Clay areas to be laser graded to proper grades

- Supply and install Athletic blend of Premium locally grown sod to all locations

- Install coaches boxes at first and third base, install stone dust surface

- Stone dug out areas

Cut neat edge on stone, remove grass along fence, supply and install stone to area

Field #2 F.W. Kogut Field

Check current field layout and locations to be sure they are all proper dimension/location

Layout field to Little League regulation field
Remove weed growth from clay infield
Remove all sod from infield, 5' outer perimeter of clay
Remove built up areas at edges of infield
Aerate all sod areas to loosen soil, supply and install topsoil as necessary
to correct grades
 Power rake all infield clay areas
 Supply and install new Dura Edge clay to bring grades to proper elevation
 New minimum clay depth to be 1"
Rebuild pitcher's mound with mound clay, to reflect new pitching rubber
 Rebuild batters boxes as need with batters clay
 Replace Home plate
 Supply and install 3 magnetic bases with new anchors
 Lawn areas to be laser graded for proper grades prior to sod installation
 Clay areas to be laser graded to proper grades
 Supply and install Athletic blend of Premium locally grown sod to all locations
 Install coaches boxes at first and third base, install stone dust surface
Eliminate rounded base path and install coaches box
Cut neat edge on stone, remove grass along fence, bury electrical conduit and stone area

Field #3 Victoria Carabetta Field

Check current field layout and locations to be sure they are all proper
dimension/location
Layout field to Little League regulation field
Remove weed growth from clay infield
Remove all sod from infield, 5' outer perimeter of clay
Remove built up areas at edges of infield
Aerate all sod areas to loosen soil, supply and install topsoil as necessary
to correct grades
 Power rake all infield clay areas
 Supply and install new Dura Edge clay to bring grades to proper elevation
 New minimum clay depth to be 1"
 Rebuild pitcher's mound with mound clay, to reflect new pitching rubber
 Rebuild batters boxes as need with batters clay
 Replace Home plate
 Supply and install 3 magnetic bases with new anchors
 Lawn areas to be laser graded for proper grades prior to sod installation
 Clay areas to be laser graded to proper grades
 Supply and install Athletic blend of Premium sod to all locations
 Install coaches boxes at first and third base, install stone dust surface

Warning Track Field #1 and Field #2-

Remove existing weeds and over growth, and along fence line
Supply and install stone dust to warning track area

Bull pens-

Install 6" X 6" PT ties around mound area
Rebuild mounds with mound clay
Install 2 new pitching rubbers each
Add clay as needed to bring to proper grade
Remove weed growth from areas
Supply and install stone dust to these areas