



City of Meriden, Connecticut

Purchasing Department

Request for Qualifications

For

Engineering Services for the Lead and Copper Rule Compliance

Meriden, CT

RFQ024-13

Responses Due: October 12, 2023 @ 11:00 A.M.

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

The City of Meriden is accepting qualifications for:

RFQ024-13 Engineering Services for the Lead and Copper Rule Compliance

DEPARTMENT OF PUBLIC UTILITIES

The City of Meriden requests qualifications from professional engineering firms to provide labor, materials, services and provisions for the development , management and implementation of a Lead and Copper Rule Revision (LCRR) Compliance Program in accordance with the latest revision of USEPA's Lead and Copper Rule as administered by the Connecticut Department of Public Health.

Qualifications shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (<https://webprocure.proactiscloud.com>). Qualifications will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, and Eastern Standard Time on October 12, 2023** at which time they will be opened and recorded. Any response received after the time and date specified shall not be considered.

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

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

Rawle Dummett
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: October 3, 2023

CITY OF MERIDEN, CONNECTICUT

RFQ024-13 Engineering Services for Lead and Copper Rule Compliance

INFORMATION TO RESPONDERS

1. RESPONSE PROCEDURES

Request for Qualifications 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 AM on October 12, 2023.

2. REQUEST FOR QUALIFICATIONS

Please submit two copies of the Request for Qualifications response package. One shall be an original and one (1) copy. **Please submit one complete version of your response on a flash drive as well.**

- a. Responses must be made out and signed in the corporate, or other, name of responder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the responder's name and address in the upper left hand corner and the words "REQUEST FOR QUALIFICATION DOCUMENT – RFQ024-13 to be opened at 11:00 AM" in the lower left hand corner.
- c. Responses received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of responses received later than the date and time set forth in the Request for Qualifications recording will not be considered.
- e. All prices must be in ink or typewritten. In the event of a responder's mathematical error in tabulating any proposal prices the written prices shall govern.

3. RESPONDER QUALIFICATIONS - N/A

4. EXAMINATION OF REQUEST FOR QUALIFICATION DOCUMENTS

Responders are to examine all documents in order to make a thorough examination of the conditions so that the responder 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.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any Request for Qualification 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 proposals. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of responses, not later than three (3) days prior to the date fixed for the opening of responses. Responders are encouraged to check the website regularly for addenda. Failure of any responder to receive any such addenda shall not relieve any responder from any obligations under its response as submitted.

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

5. RESPONSES TO REMAIN OPEN

No responder may withdraw its response within sixty (60) days of the date of the Request for Qualifications recording. 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 responder.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the response which, by the Purchasing Officer's judgment and recommendation from the Department of Public Utilities following Request for Qualification 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 responses, in whole or in part, to award any item, group of items, or total response, 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 - N/A

8. CITY OF MERIDEN, LOCAL PREFERENCE - N/A

9. EXTENSION OF AGREEMENT - N/A

10. SCHEDULE OF WORK

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

11. TAXES

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

12. FAIR EMPLOYMENT PRACTICES

The responder shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms

are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled “Discriminatory employment practices prohibited,” as amended.

13. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

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

14. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

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

15. CITY OF MERIDEN CODE OF ETHICS

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

Responders 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. Responders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

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

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

16. NON-COLLUSION BID STATEMENT

Each responder submitting a Request for Qualifications to the City of Meriden for any portion of the work contemplated by the documents on which qualifications are based shall execute and attach thereto the sworn Non-Collusive Proposal Statement, to the effect that the responder has not colluded with any other person, firm, or corporation in the submission of the response.

17. AWARD IN CASE OF A TIE

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

- a. The incumbent will be awarded the response over that of another responder.

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

18. ASSIGNMENT OF CONTRACT

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

19. 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 responder 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.

20. REQUEST FOR QUALIFICATION 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 proposal price.

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

21. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the responder 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 responder or release the responder 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.

22. INSURANCE

The successful responder 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.

23. CITY HALL CLOSING

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

City of Meriden, CT
REQUEST FOR QUALIFICATIONS
RFQ024-13

I. INTRODUCTION

Meriden Water Division (MWD) is requesting proposals from qualified firms interested in providing professional engineering services for the development, management and implementation of a Lead and Copper Rule (LCR) Compliance Program in accordance with the revised United States Environmental Protection Agency (USEPA) lead and Copper Rule as administered by the Connecticut Department of Public Health.

MWD will conduct a Qualification-Based selection process to identify the most qualified firm with which to negotiate a contract. All firms submitting qualifications and technical proposals must have demonstrated experience and expertise in projects similar in nature to this project. MWD will consider submittals that include collaboration with other proposers.

To be considered by MWD, responses to this RFQ must be received by 11:00 am (EST) on October 12, 2023.

II. GOALS AND OBJECTIVES

The objective of this project is to ensure MWD's compliance with the LCR by developing a LCR Compliance Program. The primary components of the LCR Compliance Program will include, but are not limited to the following:

- Development of a Service Line Material (SLM) Inventory
- Development of a Lead Service Line (LSL) Replacement Plan
- Strengthening Drinking Water Treatment Requirements (Corrosion Control)
- Preparation of a Sampling Plan for Compliance including Sampling at Schools and Childcare Facilities
- Assistance with Public Education and Outreach
- Review of funding programs and identification of funding strategies
- Other services as required to implement the LCR

III. BACKGROUND

The MWD's service line material inventory is defined by the installation of approximately 17,709 meters in the municipalities of Meriden, Berlin, Cheshire, Southington and Wallingford. The MWD distribution system has approximately 228 miles of water mains consisting of cast iron and ductile iron pipe materials. Throughout the distribution system, it is common for the service lines to be composed of iron pipe and copper materials.

City Code 207-5 Installation of service pipes. General. Service pipes measuring one inch in diameter from the main to the curb shall be installed by the City at the owner's expense upon the approval of the Engineering Division and the filing of an application therefor and payment to the Water Division. Service connections from the curb to the premises to be served shall be installed at the expense of the applicant for water service. First connection entering the building (copper service only) shall be a flared connection. Whenever application for the renewal of a service pipe is made, the applicant shall pay to the City the applicable nonrecurring charges as if it were a new installation. The property owner or his agent shall first install that portion of the service pipe from the shutoff at the curb to the building to be served, whereupon the City shall install the portion from the shutoff to the main. Whenever the installation of a new service pipe or the renewal of an existing service pipe requires excavation in an improved roadway, highway or street, such excavation shall be made at the expense of the applicant therefor under the provisions of City Code Chapter 180, Streets and Sidewalks, relating to excavations.

City Code 207-6 Maintenance of service pipes.

- A. Every consumer supplied with water from the waterworks system shall keep his service pipe, from the shutoff at the curb to the building served, in good repair and shall maintain the same and all fixtures and apparatus connected therewith free from leaks.
- B. In case of leaking or broken water service pipe, the Water Division will make such repairs as are practicable on the section of the pipe between the water main in the street and the curb stop. Whenever, in the opinion of the Water Division, the age and condition of the service pipe are such as to make it impracticable to maintain service through the present pipe, the water may be shut off after adequate notice is provided. The customer will be advised that he should immediately apply for the renewal of the facilities.
- C. Water service pipe material shall be Type K Copper, with a minimum of one-inch diameter. Ductile iron pipe may be used for properties that require a water service pipe diameter larger than two inches. Plastic service pipe shall not be permitted.

IV. SCOPE OF SERVICES

The engineering services required for this project shall be completed in general accordance with a scope of services as needed to accomplish the major tasks and sub-tasks listed below. The final scope of services will be negotiated with the selected engineering firm.

Scope of services may include, but is not limited to:

a. Development of Service Line Material (SLM) Inventory

- i. Develop and implement a service line material database of both public and private side laterals or demonstrate the absence of lead service lines.
- ii. Provide a cost-effective solution to expedite populating and updating the service line inventory and identifying area that potentially have LSL's using MWD's staff, as-builts, GISdata, building code information, field investigations, etc.
- iii. Provide recommendations and training to MWD staff for the on-going management of the SLM database.
- iv. Develop GIS layers showing the SLM inventory results for making available to the public on MWD's website.
- v. Confirm with the State on what will be acceptable "verification" of service line materials.

b. Development of an LSL Replacement Plan

- i. Develop and implement an LSL replacement program, to include preparation of cost estimates to be included in MWD's Capital Improvement Program (CIP) budget.

c. Development of Sampling Plan

- i. Assist with the development of the lead and copper sampling monitoring program, including the alignment with new sampling tiers.
- ii. Make recommendations to mimic the requirements of the Revised Lead and Copper Rule taking effect in 2024.

d. Corrosion Control Treatment

- i. Review the current corrosion control program and make recommendations for any needed revisions to the program.
- ii. Conduct pipe loop studies or other corrosion control studies as needed.

e. Public Education and Outreach Assistance

- i. Develop messaging, content, graphic designs, and overall strategy for the MWD-driven public and outreach assistance program.

f. Funding Assistance

- i. Identify funding sources to assist with implementation of the various requirement of the Lead and Copper Rule Revisions and assist by applying for such funding through loan and/or grant applications, as directed.
- ii. Identify funding sources to assist private property owners with replacement of their servicelines and assist by applying for such funding through loan and/or grant applications, as directed.

g. Other Services

- i. Coordinate with the EPA and/or State for interpretation of requirements, review of data, etc., and assist in addressing comments from such agencies on submitted data, etc.
- ii. Assist MWD with developing RFP's, contract documents, etc., to select additional consultants or contractors to assist with the implementation of various programs.
- iii. Aid with the selection of a pitcher/filter provider, distribution and shipping of selected pitcher models and filter cartridges.

V. Other program consulting services as needed to implement and manage the Lead Compliance Program.

VI. EXPECTED DELIVERABLES

a. Service Line Material Inventory Map.

- i. An updatable map to record service line material inventory.

b. Lead Status Unknown Service Lines

- i. Develop a cost-effective solution to determine lead status "unknown" service lines.

c. Lead Service Line Replacement Program

- i. Development of program for MWD and/or property owners to replace any known or discovered lead service lines in compliance with the USEPA's Lead and Copper Rule.

d. Sampling Program

- i. The consultant shall assist with developing a proposed sampling monitoring plan that will be in accordance with the USEPA's LCRR.

e. Public Education and Outreach Assistance

- i. Assist with the development of and implementation of a public outreach program in accordance with the USEPA's LCRR.
- ii. Assist with the development of a program to provide training for schools and daycare facilities to collect the samples.

f. Pitcher and Filters/Cartridges

- i. Identify contracts and/or vendors that enable MWD to supply filters and pitchers to each customer affected by the LSL Replacement Program. Assist MWD in selecting the appropriate pitcher/filter provider, to include, but not limited to, development of an RFP, reviewing proposals, etc.

VII. SUBMITTAL REQUIREMENTS

Please take note of the following requirements:

1. Please submit two copies of the Request for Qualifications response package. One shall be an original and one (1) copy. **Please submit one complete version of your response on a flash drive as well.**
2. Submittals may be in color or black/white and all portions must be 8 1/2" x 11".
3. Submittals may include spreadsheets, graphics, logos and any other "objects" embedded in the file.
4. A cover letter may be included
5. Links or references to websites will not be allowed.
6. If applicable, clearly disclose all potential conflicts or appearances of conflicts of interest.

VIII. CONDITIONS

Respondents responding to this RFQ will be expected to adhere to the following conditions and must make a positive statement to that effect in its proposal submitted:

Have personnel/resources reserve sufficient to assure task continuity.

Agree that any resultant contract may be terminated in the event of non-appropriation of funds.

Agree to accept and follow management direction from the City and specifically, the City's designated personnel.

Agree that if the City cannot in good faith negotiate a written contract within a reasonable time with the selected Respondent(s), the City may unilaterally cancel its selection of that Respondent

The submission shall address each of the following:

A. PROJECT APPROACH

A brief description of the firm's understanding of and approach to the tasks. Include a proposed scope of services listing specific anticipated work tasks.

B. SIMILAR EXPERIENCE

In detail, describe the past experience of your firm over the last five (5) years with similar projects. Include a minimum of three (3) specific projects, names and descriptions of the work completed, client names and individuals with telephone numbers of one (1) individual to contact for reference for each project listed. Photographs, maps, layouts or other supporting material from similar projects are encouraged.

C. PROJECT TEAM

Provide organizational chart of the proposed key staffing to be assigned to the project. Provide resumes for key staff demonstrating the qualifications and experience of the specific individuals who are to be involved with this project. Sub-consultants will be permitted to provide the best-qualified professionals for this contract.

D. COST CONTROL & SCHEDULING

Describe your firm's method of keeping a project on schedule and within budget. The consultant shall assure that at all times, sufficient staff is available and assigned to the project. Provide an anticipated schedule for major milestones associated with the project.

E. SELECTION PROCESS

All submittals received by the deadline will be evaluated. Submittals received after the deadline will not be considered.

Proposal submittal deadline: 11:00 am on October 12, 2023

Submittals must be Submitted to the Purchasing Department Room 210, 142 E Main Street Meriden, CT 06450.

After a review of submittals, one firm will be selected for the project. Note: Interviews are not anticipated for consultant selection for this project. If interviews are deemed necessary, they will be held at the MWD Main Office at a date to be determined.

F. SELECTION CRITERIA

The selection of the consultant shall be based on proposal information exhibited in both written and graphic form and personal interviews (if conducted). Criteria for selection will include, but not necessarily be limited to the following:

- Relevant experience of the same or similar project in content and scope 40%
- Project Approach 25%
- Approach to cost control and scheduling 15%
- The submittal itself as an example of the quality of the firm's work 15%
- Prior work experience with MWD 5%

MISCELLANEOUS PROJECT REQUIREMENTS

A. Minority/Women Business Enterprise

It is the policy of MWD to provide minorities and women equal opportunity for participating in all aspects of the Agency's contracting and procurement programs, including but not limited to employment, construction development projects, and materials/services, consistent with the laws of the State of North Carolina. The policy of MWD prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of MWD to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

B. ADA Compliance

MWD will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. MWD will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. MWD programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify MWD staff.

END OF REQUEST FOR STATEMENT OF QUALIFICATIONS

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
FOR RFQ024-13 ENGINEERING SERVICES FOR LEAD AND COPPER RULE COMPLIANCE

This Agreement, made on this _____ day of _____, 2023, by and Between the City of Meriden, hereinafter referred to as the “City” and _____, hereinafter referred to as the “Engineer”.

WITNESSETH:

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

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

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

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

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

4. **Miscellaneous Requirements:**
 - 4.1 The Engineer shall be responsible for the work and its presentation to the City and others.
 - 4.2 The Engineer shall be required to attend meetings and give reports to the City, or others, at the place and time directed by the City.
 - 4.3 The Engineer shall consult with the City Engineer’s staff to ascertain the requirements of the project and inform himself as to specific conditions that might affect his completing the work or the hours or season of its execution, such as use of adjacent areas, interruptions to operations, and any other information as required.
 - 4.4 The Engineer covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of his profession.
 - 4.5 Should the Engineer require the services of registered consultants at any time during the term of this contract, their names and qualifications shall be submitted to the City for approval. Such consultants shall provide evidence of their competence by affixing their seals on any drawings or specifications

prepared by them or under their supervision. The Engineer shall pay such approved registered consultants and shall submit evidence of such payments upon request by the City.

- 4.6 Should the engineer encounter difficulties beyond their control that may delay the completion of the project or any part thereof, the City is to be immediately notified in writing. This notification shall document the specific reasons for the delay and any attempts the firm has made to overcome such delays. A significant backlog of work, changes in staff, or other similar reasons, will not be considered as acceptable reasons for granting any extension necessary to preclude a breach of contractual obligations. The City shall be the sole judge of the validity of any time extension, and if it is found that the firm has not diligently pursued and documented all available methods to overcome the delay, no extension of time shall be granted. Payment for any overtime work required to overcome any possible delays shall not be made by the City, unless it is determined to be in the best interest of the City.

5. **Fee and Payment:**

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

6. **Change Order:**

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

7. **Indemnification:**

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

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

8. **License:**

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

9. **Insurance:**

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

All insurance coverage shall be provided by the Engineer at no additional expense to the City. The scope and limits of insurance coverage specified are the minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided under the Engineer's policies.

The Engineer 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.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Engineer agrees 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 Engineer to any such type and limits of insurance coverage.

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

The Engineer shall provide coverage that are not impaired or the aggregate is not 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 Engineer shall not commence work under the terms of this contract until he has 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.

The Engineer 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 Engineer's insurer to recover any payments made on behalf of the Engineer and/or Subcontractor.

Each Certificate of Insurance shall include the following minimum pertinent information:

- * Name of Insurance Carrier writing policy
- * Name of 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
- * Brief description of operations performed and the property covered
- * Name and address of certificate holder
- * Authorized agents name and address
- * Date and signature of the issuing agent (original only)
- * All General Liability additional names insured endorsements

Each insurance policy (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement including the City of Meriden as an Additional Insured. The Engineer shall provide notification to the City in the event of any material change, modification, cancellation or non-renewal of insurance coverage.

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 engineering activities until such time as the insurance requirements are complied with.

Insurance Requirements:

- a. The Engineer shall procure and maintain for the life of the contract \$1,000,000.00 occurrence/\$2,000,000.00 aggregate limit **COMMERCIAL GENERAL LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Premises/Operations
 - II. Products - Completed operations
 - III. Underground, explosion, and collapse hazard
 - IV. Contractual liability
 - V. Independent contractors

- b. The Engineer shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single limit **BUSINESS AUTOMOBILE LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Non-owned automobile
 - II. Liability and Physical damage
 - III. All owned (private passenger and other than private passenger)
 - IV. Any automobile
 - V. All scheduled automobiles

- c. The Engineer shall procure and maintain for the life of the contract, State of Connecticut Statutory **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE**, designed to indemnify all the Engineer's employees in the event of occupational injury and/or disease.
 - \$500,000.00 each accident
 - \$500,000.00 disease policy limit
 - \$500,000.00 each employee disease

- d. The Engineer shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSION COVERAGE** protecting the Engineer against wrongful acts and liability arising from professional services. A \$2,000,000.00 single limit per claim

and a \$2,000,000.00 aggregate per policy period shall be afforded by this coverage. The coverage shall be written on an occurrence form or may be written on a claims made basis.

10. **Designation of Gender:**

All words used herein in the singular shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

11. **Termination:**

The City or the Engineer shall have the right, without cause, to terminate this Agreement within Thirty (30) days following written notification to the other party to that effect by Certified Mail or Personal delivery by agent, and upon the expiration of said thirty-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. If this Agreement is terminated, the Engineer shall be paid for the services performed to the termination notice date, including reimbursable expenses then due as mutually determined between the City and the Engineer.

12. **Standard of Care:**

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

13. **Applicable Laws:**

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

14. **Entire Agreement:**

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