



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

**ADAM B TULIN, MPA  
PURCHASING OFFICER**

**PHONE 203-630-4115**

**ADDENDUM #001**

**TO THE PROPOSAL FOR: RFP023-28 – Streetlight Maintenance Services**

**FOR: City of Meriden**

**BID DUE DATE: December 29, 2022 @ 1:00 PM**

The purpose of this Addendum is to respond to questions received to date, provide the pre-bid sign-in sheet, and update the anticipated form of contract. Please disregard the sample contract and conditions included in the original RFP package.

Q1: Are bidders to assume they will replace any materials utilized from the city provided inventory? Under material management, the contractor will purchase and maintain a fixture inventory.

**A1: Yes, the contractor will purchase and maintain a material inventory once the initial City provided inventory is depleted.**

Q2: Page 5, Section 20 – Permits: Please clarify which kind of permits will be required for this project and the estimated costs of such permits.

**A2: No permits are anticipated. The possible exception may be for working with a State ROW.**

Q3: Page 9, end of first paragraph states: “Contractors must maintain a physical place of business within 75 miles of Meriden, CT.” For a team bid, can this be achieved by the subcontractor responsible for all in-field services and not necessarily by the prime (if the prime is not directly providing in-field services)?

**A3: Yes, as long as the team responsibilities are defined and the team member responsible for maintenance is located within 75 miles.**

Q4: Page 9, third paragraph – will the non-mandatory pre-bid meeting be available by video conferencing access? If so, please provide the login information.

**A4: No. The pre bid meeting was in person only.**

Q5: Page 11, City-Provided Equipment section – after the existing inventory of materials is utilized, will the City continue to furnish Contractor with all materials and supplies or will the Contractor need to procure the materials and supplies? This appears to be the case because of Page 15, Materials Management section.

**A5: Refer to answer to question 1 above.**

Q6: Page 14 – Contractor Liaison section – Can the designated representative be an employee of the subcontractor responsible for all in-field services?

**A6: The contract liaison needs to be an employee of the company submitting the RFP.**

Q7: The Standard Form of Agreement that was included in the RFP distinguishes hefty Liquidated Damages (section 3.2) in reference to the contract completion date outlined in section 3.1. Further, section 5.6.1 mentions a retainage of 5 percent. This appears to be more of a standard contract for construction projects and not necessarily ongoing maintenance projects. Can the City please clarify how these three sections will apply (if at all) to this particular project?

**A7: Please see updated sample contract attached. Disregard the construction contract, and related EJCDC General and Supplemental Conditions that were included in the original RFP document.**

Q8: Please confirm whether Prevailing Wages are required for this project.

**A8: No prevailing wages as this is an annual service contract, not a public works project.**

Q9: Can the City please provide its insurance requirements for this project?

**A9: Insurance requirements are included in the updated sample contract that is included in this Addendum.**

Q10: Can the City reconsider the requirement for initial and periodic (every 6 months) inspections for outages? The concern is that this adds unnecessary cost given that the City's system is comprised of LED fixtures that have significantly less failure rates than HID fixtures.

**A10: For bid comparison purposes we are not changing this requirement. However the City will consider any add alternates with the successful bidder.**

Q11: Unit Price Proposal form - Please confirm that this only is asking for the price per service request for the initial emergency response dispatch. Also, would this be a not-to-exceed number? Because each emergency response could be vastly different in nature (e.g. a fixture falls down vs. a pole knockdown).

**A11: The price is for the Emergency Repair Service is the per event price (not to exceed) to make the emergency area safe.**

Q12: Who is responsible for coordination with Eversource?

**A12: The vendor is responsible for coordination with the power company.**

Q13: Is there any flexibility to the 3 day maximum response time for maintenance issues?

**A13: for consistency of bidding a 3 day maximum response time should be maintained in the price of the bid. There will be exceptions for severe weather events, holidays, etc.**

Q14: Please clarify the policy on police protection on projects.

**A14: Police protection is required on State owned and maintained roadways. For work that impacts intersections, collector and arterial roadways Police protection should be utilized on a case by case basis where the safety of the general public or the maintenance operator warrants it.**

Q15: What is the warranty on the existing led light fixtures.

**A15: The warranty was for material and installation was one year. Refer to manufacturer's warranty for bulbs.**

Please acknowledge receipt of all addenda in your Bid Submission.

**Bid Delivery** - Proposals may be dropped off prior to December 29, 2022 either in person or by courier service. At this time the City does not have the infrastructure to accept electronic proposals and therefore proposals will only be accepted as directed in the RFP documents.

Please check the City of Meriden and State of Connecticut Department of Administrative Services Website often for updates. Due to the COVID19 virus, the schedule may need to be changed again because of the uncertainty of the current situation.

Adam B Tulin, MPA  
Purchasing Officer  
Dated: December 15, 2022



AGREEMENT FOR PROFESSIONAL SERVICES  
RFP023-28 – Streetlight Maintenance Services

This Agreement, made on this \_\_\_\_\_ day of December 2022, by and between the City of Meriden, hereinafter referred to as the “City” and \_\_\_\_\_ hereinafter referred to as the “Consultant”.

**WITNESSETH:**

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

WHEREAS, the Consultant represents that he/she has the requisite experience to perform said services.

NOW, THEREFORE, the City and the Consultant, 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 Attachments 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. **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.

4. **Miscellaneous Requirements:**

- 4.1 The Consultant shall be responsible for the work and presentation to the City and others.
- 4.2 The Consultant 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 Consultant shall consult with the City’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 Consultant covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of her profession.
- 4.5 Should the Consultant require the services of a sub-consultant at any time during the term of this contract, their names and qualifications shall be submitted to the City for approval. This approval, in no way, obligates the City to be responsible for payment.
- 4.6 Should the Consultant 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 Consultant 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 it is in the best interest of the City and the City then approves such request, 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 Consultant shall at all times defend, 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, except with respect to personal liability claims, to the extent caused by the negligent acts, errors or omissions of the Consultant, 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 Consultant, 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. Insurance:**

The Consultant shall provide and maintain a Certificate 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 Consultant 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's provided under the Consultant's policies.

The Consultant 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 Consultant 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 Consultant to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Consultant 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 Consultant shall provide coverage's 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 Consultant 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.

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 and certificate of insurance (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement wording including the City of Meriden as an Additional Insured. All policies should be primary and noncontributory and include a waiver of subrogation. All coverage shall be with insurance companies approved by the State of Connecticut and with an AM Best Rating of no less than "-A". The Consultant 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 Consultation activities until such time as the insurance requirements are complied with.

## **INSURANCE REQUIREMENTS \***

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

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

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

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

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

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

Each Certificate of Insurance shall include the following pertinent information:

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

Each insurance policy (with the exception of OCP shall contain an endorsement naming the City as an Additional Insured, evidence of a Cross Liability endorsement so that each insureds interests are considered



and treated separately in the case of claims between the insureds. The Contractor shall provide 60 Day advance Notification\*\* to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.\*\* \*\*Amended 01/13/14

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

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

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the City shall order the cessation of all activities\*\* until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the City, or other parties to the contract. \*\*Amended 01/13/14

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

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

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

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

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all

reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities.

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

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

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

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

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

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

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

**9 Termination:**

The City or the Consultant 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 Consultant 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 Consultant.

**10 Standard of Care:**

The Consultant 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 Consultant 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 Consultant 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 Consultant.

**11 Applicable Laws:**

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

**12 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 Consultant.

**CITY OF MERIDEN**

**CONSULTANT**

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

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

\_\_\_\_\_  
DATE

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DATE