



**City of Meriden, Connecticut**

**Purchasing Department**

**Request For Proposal**

**City of Meriden**

**Website Design & Development**

**RFP024-42**

**Proposals Due: February 28, 2024 @ 11:00 AM**

*Purchasing Department  
142 East Main St. Room 210  
Meriden, CT 06450  
(203) 630-4115*

## LEGAL NOTICE

The City of Meriden is accepting sealed proposals for:

### **RFP024-42 Website Design & Development**

The City of Meriden is seeking to update its website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to its community, while meeting high standards for design quality and visual appeal. The new website must have a priority of striving to be ADA compliant.

Submissions, including sealed fee proposals, shall be submitted in **five (5) complete** sets and **one (1) flash drive**, 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/](http://www.meridenct.gov/business/bids-rfps/)), and on the State of Connecticut Department of Administrative Services website (<https://webprocure.proactiscloud.com>). Proposals 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 February 28, 2024**. Any proposal received after the time and date specified shall not be considered.

The right is reserved to reject any or all proposals, in whole or in part, to award any item, group of items, or total proposal, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No proposer may withdraw their submission within one hundred twenty (120) days of the date of the opening.

The successful firm(s) shall ensure that any appropriate licenses or certifications required by the State of Connecticut are maintained for the duration of the project. The firm must meet all municipal, state and federal affirmative action and equal employment opportunity practices

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: January 29, 2024

**RFP024-42**  
**City of Meriden, CT**  
**Website Design & Development**

**1. INTRODUCTION**

The City of Meriden is seeking to update its website to enhance the user experience, simplify content management, and provide improved citizen-centric information and customer service to its community, while meeting high standards for design quality and visual appeal. The City would like to decentralize content management by empowering our staff to easily create and manage website content in each department under the oversight of a central administrator. The new website must have a priority of striving to be ADA compliant.

The City seeks the assistance of an experienced company that can accomplish the goals of the City with all the functionality identified in this RFP. The City also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future. The City would like a vendor to provide hosting services for the website in a secure data center. The experienced company should have a team of experts who understand local government, to help us achieve our vision – all while providing 24/7/365 support.

**2. BACKGROUND**

Meriden is located at the Crossroads of Connecticut, and is situated midway between the cities of New Haven and Hartford. With roughly 60,000 residents, Meriden is also home to a major retail center with its newly-rehabilitated downtown and mall that recently expanded to over one-million square feet featuring major retailers – BestBuy, Boscov's, Dick's Sporting Goods and over 150 specialty shops and restaurants. Numerous efforts are underway to redevelop our central business district and bring “Silver City” pride back to downtown Meriden.

**3. PROJECT**

**1. Required Features**

The information below represents required functional capabilities in the selected CMS. It is not all inclusive, other functionality may be recommended or added. The City's new website vendor must be able to provide at a minimum, the components shown.

- **Activities** - Create classes, display class schedules, limit the number of persons that can sign up per class, and email those who have registered for specific classes
- **Agenda Management** - Upload existing, create new, categorize, approve and manage agendas
- **Alerts & Notifications** - Display alerts prominently on website with notifications sent via email and text messaging to subscribers
- **Archive Center** - Store agendas, minutes, newsletters and other documents

- **Browser Based Administration** - Update, delete and create content from any device with internet access
- **Calendar** - Update/publish calendars for departments/categories with a main calendar to display all events
- **Content Scheduling** - Set dates for content to automatically publish and expire
- **Departmental Home Pages** - Ability for departments to have dedicated pages within the site with that follow the same design as the other interior pages
- **Directories for Staff** - Ability to allow citizens to search for staff department information
- **Document Center** - Upload/download capability for files up to 1GB, back-end ability to search within published and unpublished documents
- **E-Notifications** - Electronic subscription, scheduled notifications for email and SMS
- **Facility Management** - Listings with maps, filtered search, and reservation capability
- **Frequently Asked Questions** - Ability to categorize FAQs by department or page
- **Intranet/Extranet** - Restrict pages by login
- **Levels of Rights/Permissions** - Allow system administrators to establish levels of rights for staff to update/manage/access content based upon roles
- **Live Edit** - Add, edit and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code
- **Multilingual Support** - Using Google Translate or similar
- **News & Announcements** - Post news releases or updates dynamically to relevant pages based on category
- **Online Forms** - Create unlimited customizable forms, track and export results
- **Online Job Postings and Application** - Applicants can also create an online profile, fill out application and attach additional documents
- **Online Payments** - Ability to accept secure online transactions
- **Image Center** - Store images in a central location on website
- **Printable Pages** - Print-friendly function
- **Responsive Web Design** - Fully mobile responsive design - site adjusts to the screen size of all devices its being view on, includes forms, calendars, etc.
- **Request Tracking** - Citizens can submit requests with automated workflow to correct individual/department with exportable statistics and reports
- **RFP/RFQ/Bid Posting** - Allow for easy posting of bids to the site
- **Rotating Photos/Banners** - Slideshow capabilities
- **Vendor Registration**- Access and download solicitations
- **RSS Feeds out** - Registration by Department or Category
- **Sharing Capability** - Links to share content via email and social media on every page
- **Single Sign-On Integration** - Authentication through Windows Active Directory or similar
- **Site Search** - Internal site search engine and log of search terms

- **Site Statistics** - Analytics and site audit reports
- **Sitemap & Breadcrumbs** - Automatically generated and updated sitemap and breadcrumbs
- **Social Media Interface** - Display social media feeds
- **Unique Department Home Page** - Ability for departments, associated organizations to have a unique separate design and URL
- **Website Visitor Profile** - Visitors can pick and choose the information that automatically becomes fed to their profile upon site login.

## 2. Optional Features

The features below are not required by the City at this time, however, please include information and availability of integration in the future.

- **E-Communication platform** - Create unlimited subscriber lists, and communicate over multiple channels – e-mail, text and social media from a single point of access
- **Custom Mobile App** - Citizen-facing mobile app
- **Video Center** - Live streaming video capabilities

Any and all costs of the project must be included in the total amount of the proposal. In addition, each yearly service fee after the first year must be included.

If your company has a long term extension payment options, please included as well.

## 4. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals should be submitted in a sealed envelope marked “**RFP024-42 Website Design & Development**” to the Purchasing Office at the Meriden City Hall, 142 East Main Street, Meriden, CT 06450, no later than **11:00 A.M. February 28, 2024**.

Please submit five (5) copies of the proposal forms. One (1) shall be an original and four (4) can be copies. Please submit one (1) version of the complete proposal on a flash drive. All proposals must be received in the Purchasing Office by the date and time noted above. The City will reject proposals received after the date and time noted above. The City will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery.

Proposals are considered valid, and may not be withdrawn, cancelled or modified, for one hundred twenty (120) days after the opening date, to give the City sufficient time to review the proposals, investigate the proposers’ qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

### 4.1 Proposal Requirements

Interested vendors must respond with a written description of the software and its capabilities in the following format:

A. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain effective for 120 days after the due date.

B. A concise and complete description of the work to be performed, including:

1. An explanation of your firm's understanding of the need, its approach to work, key issues to resolve and potential resolution(s).
2. A detailed work program and time schedule for the product, including milestones for periodic review of the work (if applicable).
3. A description of similar projects which your firm has been involved in, including references. The proposing firm must demonstrate that, on or before the time of such submission, it has successfully completed successful deployment of a minimum of three (3) similar systems in the past five (5) years.
4. Technical information. Bidder will furnish at no additional charge, upon request, technical information, diagrams, instruction guides, samples, or other documentation as requested to show the system offered fully complies with these specifications. It is assumed that a narrative of the system overview will be provided as part of any submitted proposal.
5. A summary of your firm as outlined in Section 4.2 of this document.
6. System costs, inclusive of all software costs, onsite training, warranty support from date of system acceptance, and four subsequent annual years of software license maintenance.
7. Other costs necessary for operation of system (e.g. third party licensing).

## **4.2 Vendor Information**

A. Vendor Overview

Please provide the following:

- The name and location of your company, including the office location that will be serving the City.
- A brief general description of your business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- The primary line of business of your firm.

B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Client name and location.

- Starting date of service and completion date.
- Contact name, title and telephone number.

The references must be relevant to service in the last forty-eight (48) months, and shall include specific details on how the project represents a project of similar scope. Information on your firm's specific role must be included.

#### **4.3 Evaluation Criteria**

Selection of firm(s) will be responsibility of a committee consisting of City designated representatives. The evaluation will be based upon the written submissions and selected interviews/scope reviews. The factors which will be evaluated (not necessarily listed in order or priority), include the following:

1. The firm's demonstrated capabilities and qualifications.
2. Financial soundness and stability of the firm.
3. The firm's understanding of the approach to the project.
4. The proposed system and its ability to meet requirements.
5. The firm's schedule, including milestones.
6. Clarity, organization, and effective presentation of submittal.
7. Review of references listed.
8. Proposed cost.
9. Value added services offered.

The City will short list responding firms to come on site and demo their product. Based upon its review of the written submissions and demonstrations, the City may then chose to invite finalists for an interview/scope review.

#### **4.4 Questions and Amendments**

No interpretation of the meaning of the Request for Proposal will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to [meridenpurchasing@meridenct.gov](mailto:meridenpurchasing@meridenct.gov), and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City of Meriden website under Bids, RFPs and Legal Notices, not later than three (3) days prior to the date fixed for the opening of proposals, failure of any proposer to receive such addenda or interpretation shall not relieve any proposer from any obligations under their proposals as submitted.

**Each proposer is responsible for checking the website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

## 4.5 Additional Information

Please note that as with any Request For Proposals, the general concept is that the City presents a broad scope with a number of desired specifications, expectations and/or goals; vendors then submit a proposal that meets as many or all of those criteria as possible. The evaluation criteria and selection process specified in Section 4.3 of the RFP is then utilized to select the proposal that best meets the needs and interests of the City. With that stated, a large number of highly specific, line-item-like, questions were submitted. It should be noted that by and large the below responses are not to be considered formal “technical” responses, or all-encompassing in detail, but rather represent the City’s good faith effort to offer further guidance, where possible, as to the expectations it has of the eventual successful platform, contract and contract-holder. Final scope of work, terms, and conditions will be negotiated with the successful vendor following the evaluation process.

**Departmental Home Pages;** refer to specific department-centric pages that have capabilities as the main page for that department. Staff administrator will have rights to edit this page so it can be dynamically updated by staff and reflected in the website.

**Intranet/Extranet Exceptions;** The City desires to have pages, such as for internal use, with restricted login access that will have less capabilities/access for those lacking a login.

**Multilingual Support;** shall reflect the demographics of the City of Meriden. Top priorities include but are not limited to Spanish and Polish; it should be accessible to all.

**Internal site search engine and log of search terms;** Search terms should be able to find documents or posts that match the search terms.

**Single Sign-On Integration;** The preferred method of authentication is LDAP.

**Payment mode/gateway;** The City contracts with widely utilized third-party payment processing vendors for a variety of online payments, including tax bills, sewer bills, parks and recreation registrations, and others. As such, the proposer should be capable of externally linking with several third-party payment portals.

**Printable pages;** The expectation would be that all pages on the website be printable.

**Request Tracking module;** the City desires a public ticketing system.

**Site search expectations;** The City desires a system in which search terms are able to find documents or posts that match the search terms.

**Analytics or Reports;** The City is interested in a system that can provide Google analytics or similar.

**Sitemap & Breadcrumbs;** This refers to Website Navigation and should be automatically generated and updated.

**Unique Department Home Page expectations;** The City desires a system in which separate department pages can create pages that are similar to the City home page but are centric to departments, i.e. Meriden Police Department, Meriden Public Library, etc.

**Website Visitor Profile feature;** The City will largely defer to the selected vendor for industry and security best practices regarding the management, access and information requirements.

**E-Communication Platform;** The City expects a Proposer who presents an optional feature, to outline how their system handles these questions and present an option that is advantageous to the City and User.

**Custom Mobile App;** The proposer will highlight their public interaction modules through their proposal.

**Video Center Streaming;** The City typically hosts City Council/Board/Commission meetings. This can be self-hosted or third party.

**Online Forms” Requirement;** The ability to fill out a form or request for information on the website, and have a designated staff receive the requests.

**ADA compliance/WCAG 2.1 A or AA;** Combination of both ADA compliance and internal control. The City expects the proposer to present industry standard and/or industry best practices with regards to level of accessibility.

**Activities feature;** The City anticipates using this feature to notify the public of various classes and opportunities at a variety of price points. It is expected that the selected vendor will offer a product that offers or integrates various payment options.



**Agenda Management” feature;**The City desires a platform that will effectively manage, and make available, agendas for public meetings and events, ensuring at minimum compliance with Freedom of Information Act requirements.

**E-Notifications/Alerts Notification;** The City anticipates using e-notifications for announcement placed on the website. Alert notifications would generally encompass emergency news, must-know information, and other time sensitive items.

**Facility/Building Management;** The City looks forward to seeing what options are available and viable.

**Project Timelines;** The City desires a kickoff as close to the start of the new fiscal year as possible. Project timelines should be submitted in the RFP for consideration.

**Open source versus a proprietary content management system;** The City has no preference beyond the expectation that the system meets the needs of the City as defined in this RFP.

**Requirements post launch;** The City is interested in considering proposals that present any and all industry-standard and industry best-practice recommendations with regard to maintenance plans and SLA. A minimum of one recommended SLA is required; other options can be proposed.

**Web Meetings;** The City would prefer a proposal that offers on-site training options in addition to remote support. There are no specific requirements or exceptions related to the physical location of team members, so long as the proposal meets the needs and expectations of the City.

**Copy-writing or editing services;** The City has outlined its project goals and desired expectations/services in the RFP package. Value-added features may be proposed and considered in the best interests of the City

**User accounts to be migrated;** The city has more than 500 users with access, and less than ten (10) administrators. It is not expected that any accounts will require migration.

**(PDF/Word/etc) need to be migrated;** There is no exact number. The awarded vendor will provide best practice recommendations with migration planning. Files would include but not be limited to: PDF, Word, JPEG, PNG, Excel, Powerpoint.

**Design Theme;** The City prefers consistent branding throughout the site. Minor customization on individual department pages should be available so long as templates/branding are uniform throughout.

**Editing/creating content during the redesign;** It is of the greatest importance that the City remain capable of sharing information and updating content for the public during any eventual redesign transition. The City assumes the selected vendor will offer best practice guidance on this matter.

**Security requirements or audits;** The City expects the selected vendor to be aware of, and in compliance with Freedom of Information requirements in addition to any necessary security and audit requirements.

**Proposers are prohibited from contacting any other City employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.**

## **5. GENERAL CONDITIONS**

### **5.1 Insurance Requirements**

The awarded vendor will be given insurance requirements, if deemed necessary, for this project.

### **5.2 Additional Information**

The City/MPS reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the City in its sole discretion deems desirable.

### **5.3 Costs for Preparing Proposal**

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the City shall have no liability for such costs.

### **5.4 Ownership of Proposals**

All proposals submitted become the City's property and will not be returned to proposers.

### **5.5 Freedom of Information Act**

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information. Proposers are encouraged **not** to include in their proposals any information which is proprietary a trade secret or otherwise confidential. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

### **5.6 Presumption of Proposer's Full Knowledge**

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the City. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the City's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the City's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

### **5.7 Tax Exemptions**

The City and Meriden Public Schools is exempt from the payment of federal excise taxes and Connecticut sales tax and use taxes. Such taxes must not be included in prices.

### **5.8 Award Criteria and Selection**

The City reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error, etc. If any error exists in an extension of prices, the unit price shall prevail.

The City reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The City also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The City will accept the proposal that, all things considered, the City determines is in the best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the City's interests, including compliance with the procedural requirements stated in this RFP.

The City will not award the proposal to any business that or person who is in arrears or in default to the City with regard to any tax, debt, contract, security or any other obligation.

### **5.9 Form of Contract**

The City anticipates use of a standard form of agreement between the City and a software licensor, for the purposes of engaging a firm to provide the requested system. Contract considerations that cannot be modified include, but are not limited to, adherence to conditions cited within this RFP, with specific attention to language for indemnification, governing law, and insurance and liability.

## CITY OF MERIDEN, CONNECTICUT

### RFP024-42 Website Design & Development

#### INFORMATION TO PROPOSERS

##### 1. PROPOSAL PROCEDURES

Submissions 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 February 28, 2024.

##### 2. PROPOSALS

Please submit five (5) copies of your proposal forms. One (1) shall be an original and four (4) can be copies. Please submit one additional complete copy of your submission on a flash

3. drive.

- a. Proposals must be made out and signed in the corporate, or other, name of Proposer, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the Proposer's name and address in the upper left hand corner and the words "PROPOSAL DOCUMENT – RFP024-42 to be opened at 11:00 A.M." in the lower left hand corner.
- c. Proposals received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of proposals received later than the date and time set forth in the proposal opening will not be considered.

4. N/A

##### 5. EXAMINATION OF PROPOSAL DOCUMENTS

Proposers are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the proposer 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 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 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](http://www.meridenct.gov)) unless it is to change the date fixed for the opening of proposals, not later than three (3) days prior to the date fixed for the opening of proposals. Proposers are encouraged to check the website regularly for addenda. Failure of any proposer to receive any such addenda shall not relieve any proposer from any obligations under its proposal as submitted.

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

5. PROPOSALS TO REMAIN OPEN

No proposer may withdraw its proposal within one hundred twenty (120) days of the date of the proposal 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 proposer.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the proposal which, by the Purchasing Officer's judgment and recommendation from the Strategic Communications Specialist following proposal 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 proposals, in whole or in part, to award any item, group of items, or total proposal, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. N/A

8. N/A

9. N/A

10. 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.

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 proposer.

12. 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.

13. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The City anticipates use of a standard form of agreement between the City and a software licensor, for the purposes of engaging a firm to provide the requested system. Contract considerations that cannot be modified include, but are not limited to, adherence to conditions cited within this RFP, with specific attention to language for indemnification, governing law, and insurance and liability.

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.

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

PROPOSERS SHOULD NOTE THAT PROPOSALS, 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 proposer submitting a proposal to the City of Meriden for any portion of the work contemplated by the documents on which proposing is based shall execute and attach thereto the sworn Non-Collusive Proposal Statement, to the effect that the proposer has not colluded with any other person, firm, or corporation in the submission of the proposal.

17. 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.

18. AWARD IN CASE OF A TIE – N/A

19. ASSIGNMENT OF CONTRACT

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

20. 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.

21. PROPOSAL 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 proposal documents or Contract, will make payment to the Contractor not less than thirty (30) days following completion of services.

#### 24. 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.

#### 25. 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.

#### 26. 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.





## Special Requirements

### (A) Compliance with Nondiscrimination and Affirmative Action in accordance with Section 4a-60 of the Connecticut General Statutes.

(1) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, nation origin, ancestry, sex, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, or physical disability, including, not limited to, blindness, unless it is shown by contractor that such disability prevents performance of the work involved; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understand and each vendor with which such contractor has a contract or understand, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the contractor agrees to comply with each provision of this section and Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (e) the contractor agrees to provide the commission on human rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Section 46a-56.

(2) If the contract is a public works contract, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(3) "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of

which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the management and policies of the enterprise and (c) who are members of a minority, as such term is defined in Section 32-9n (a) of the Connecticut General Statutes; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(4) Determination of the contractor’s good faith efforts shall include but shall not be limited to the following factors: the contractor’s employment and subcontracting policies, patterns, and practices; affirmative advertising, recruitment, and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works project.

(5) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(6) The contractor shall include the provision of subsection (A)(1) and A(2) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of this Agreement with the State and such provisions shall be binding on a subcontractor, vendor, or a manufacturer unless exempted by regulations or order of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a mean of enforcing such provisions including sanctions or noncompliance in accordance with Section 46a-56 of the Connecticut General Statues; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interest of the State and the State may so enter

(B) Further Agreements re Compliance with Nondiscrimination.

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contract agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor

with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to the employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(2) The contractor shall include the provision of subsection (B)(1) in every subcontract or purchase order entered into in order to fulfill any obligation of contract with the State such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provision including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contract may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interest of the State and the State may so enter.

(3) For the purposes of sections (A) and (B) of this section 2.10, "contract" means the Agreement and includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorce, and "mental disability" means one or more mental disorders as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more disorders. Further, "contract" does not include a contract where each contractor is: (i) a political subdivision of the state, including, but not limited to, a municipality; (ii) a quasi-public agency, as defined in Section 1-120 of the Connecticut General Statutes; (iii) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Section 1-267 of the Connecticut General Statutes; (iv) the federal government; (v) a foreign government; or (vi) an agency of subdivision, agency, state or government described in the immediately preceding enumerated items (i), (ii), (iii), (iv), or (v).

(C) Executive Order No. Three. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Applicant agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

(D) Executive Order No. Sixteen. This Agreement is subject to, and Applicant hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

(E) Executive Order No. Seventeen. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, as, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment opening with the Connecticut Employment Service.

(F) Environmental Laws. The Applicant hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste on or in any of the Site or any lien or claim under Section 22a-452a of the Connecticut General Statutes, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters, which indemnity shall survive the termination and/or release of the Project Documents.

(G) Campaign Contribution and Solicitation Prohibitions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000.00 or more or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the Applicant expressly acknowledges receipt of State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will cause the Applicant to inform its principals of the contents of the notice. This notice SEEC II is attached hereto as Exhibit C and made a part thereof.

6.1. Insurance and Contractor Bonding. All contractors engaged by the Applicants in connection with the Project shall maintain such insurance as the State deems appropriate. All such policies of insurance shall name the state as an additional insured or loss payee, as applicable. Contractors engaged by the Applicant for the Project shall also satisfy such bonding requirements as may be imposed by the Commissioner in his/her discretion.



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 \_\_\_\_\_

## 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
Errors & Omissions	Each Occurrence	\$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.

# CITY OF MERIDEN, CONNECTICUT

## B024-39 – ARPA- Meriden Girls Inc. Renovations

### AGREEMENT

This AGREEMENT, made as of this \_\_\_\_\_, 2024 by and between the City of Meriden, 142 East Main Street, Meriden CT 06450 (hereinafter the “City”) and \_\_\_\_\_ (hereinafter the “Contractor”).

WHEREAS, the City has issued a certain Invitation to Bid regarding Window Replacement; 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 sidewalk 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 sidewalks 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 sidewalks or any portion of them, 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: \_\_\_\_\_

Emily E Holland, City Manager  
Duly Authorized