



**City of Meriden, Connecticut**

**Purchasing Department**

**Request for Proposals**

**For**

**RFP024-47**

**Employee Benefits Consultant**

**Meriden, CT**

**Responses Due: May 2, 2024 @ 11:00 A.M.**

*Purchasing Department*

*142 East Main Street, Room 210*

*Meriden, CT 06450*

*(203) 630-4115*

**LEGAL NOTICE  
REQUEST FOR PROPOSALS**

**RFP024-47 EMPLOYEE BENEFITS CONSULTANT**

**THE CITY OF MERIDEN, HUMAN RESOURCES DEPARTMENT**

Request for Proposals shall be submitted in the manner specified to the Purchasing Department Room 210, 142 East Main Street, Meriden, and CT 06450-8022 until **11:00 A.M. on May 2, 2024.**

The City of Meriden is seeking to obtain the services for an experienced Employee Benefits Consultant.

The City will be accepting sealed Request for Proposals, which are to be submitted in five (5) complete sets, (1)original and (4) copies, **please submit one complete copy of your bid on a flash drive** with general information on the firms, the firm's brochure, along with a resume of key personnel who will be responsible for the daily activities in the various fields of expertise required to accomplish the project.

The documents comprising the Request for Proposals may be obtained at, <http://www.meridenct.gov/business/bids-rfps/> or <https://webprocure.proactiscloud.com>.

**Each proposer is responsible for checking the City's 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.**

The successful firm 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.

Minority owned firms are invited to submit their proposals independently or as a joint venture with other consultants for the entire assignment.

Additionally, all interested firms shall submit a detailed statement indicating the organizational structure under which the firm proposes to conduct business. Proposed subconsultants, subcontractors, joint ventures, etc., should be clearly identified. The relationship to any "parent" firm or subsidiary firms of the parties concerned must be clearly defined.

Request for proposals received after the date and time specified shall not be considered and shall be returned unopened.

The City of Meriden reserves the right to reject any or all Request for Proposals and to accept any or all Request Proposals, if it is deemed to be in the best interest of the City of Meriden.

Rawle Dummett  
Purchasing Officer  
City of Meriden  
Dated: April 1, 2024

## **INTRODUCTION**

### **Intent**

The City of Meriden and the BOE are soliciting proposals for qualified firms to provide Employee Benefits Consulting Services for health insurance and other ancillary insurance benefits including Life, long-term disability, voluntary life and voluntary long-term disability coverage for the City. Consulting services shall include, but not be limited to, day-to-day benefit consulting, review and analysis of renewal offers from service providers and/or carriers, budget recommendations, cost containment and other administrative and labor related services. The intent is to have a commission's based arrangement in the performance of their services on behalf of the City Of Meriden. Should the City enter into contract for Employee Benefit Consulting Services, the City anticipates awarding a three-year contract with the option for two additional years at the sole discretion of the City. The actual terms of any such contract are subject to negotiations. The purpose of this RFP is to determine what services you can provide to the City and the BOE and how you would adapt your specific services for the City's needs.

#### **Calendar for RFP:**

RFP Distributed:	Monday, April 1, 2024
Questions Due from Firms:	Friday, April 19, 2024 (no later than 4:00 p.m.)
RFP Due Date:	Thursday, May 2, 2024 (no later than 11:00 a.m.)
Interview of Selected Firms:	City Manager's Office
Contract Effective Date:	July 1, 2024

### **Background Information**

The employee population of the City Of Meriden and the BOE is approximately 1,600 benefit-eligible employees comprised of eight (8) union groups on the City side and nine (9) on the BOE.

The City is self-funded, to provide medical, prescription and dental benefits to approximately 1,358 employees and retirees. The current provider for the health and dental insurance benefits is Cigna with an annual July 1<sup>st</sup> renewal date. The 2023-2024 gross health insurance budget is approximately \$36.0 million which includes expected claims, administrative fees, network access fees, individual and aggregate stop-loss and Health Savings Account deductible contributions. The individual stop loss is at \$275,000.00 and the City maintains a reserve fund of 25% of expected claims for aggregate stop- loss exposure.

The City has seventeen (17) health plan options based upon union contract provisions. The City offers a payment in lieu of health insurance option for employees who may have coverage elsewhere. The foregoing is a summary of existing insurance plans. Full policy terms are available upon request.

The City & Board of Education are also looking to provide group term life insurance coverage for all full time City & BOE employees, long-term disability, voluntary life and voluntary long-term disability coverage for select employees. Long-Term disability is provided at 60% of salary up to a monthly maximum of \$5,000. Disability benefits go into place after ninety (90) calendar days of disability or after exhausting available accrued leave.

This Employee Benefits Consultant contract is anticipated to become effective July 1, 2024. All employee health benefits have a renewal date of July 1 of each year. City Of Meriden has preliminary renewal information for July 1, 2024; however, it will be the responsibility of the consultant selected under this RFP to finalize this renewal information. In addition, the consultant would be part of a current and upcoming contract negotiations and potential mediation and arbitration as needed.

### **Scope of Services**

The purpose of this Request for Proposals (RFP) is to solicit proposals from firms qualified to represent the insurance interests of the City Of Meriden. The selected firm is expected to provide qualified and expert professional services, including but not limited to:

- Conduct renewal negotiations or Request for Proposal(s) with the providers/ vendors. Prepares a complete, accurate and detailed accounting and analysis of all claims cost, administrative fees, stop loss insurance, etc.
- Assist the City with budget planning for employee health care benefits by providing renewal estimates no later than mid-December and final renewal by mid- March. Recommendations to City Of Meriden City Manager, administrators, and Finance Director.
- Determine annual allocation rates for the various health plans.
- Monitor and coordinate services including claims performance, trend analysis, stop-loss threshold, large claims, demographic data, etc. on a regular basis. Analyze and report on utilization trends and costs.

- Ensure that self-funded arrangements with providers/vendors are appropriately managed. Intervene and resolve claims issues with providers/vendors.
- Provide consulting advice for all phases of union negotiations relative to health insurance and other ancillary benefits, including attendance at strategy and negotiation meetings, as well as mediation and arbitration if needed. Ensure accurate follow through on all negotiated contractual agreements.
- Assist the City in establishing a strategic plan for employee health care and other benefits. Provide ongoing analysis and planning of new approaches to employee health care benefits. Take initiative to provide recommendations for cost-containment related to health insurance and other ancillary benefits including plan designs, employee-cost share arrangements, and wellness initiatives. Advise the City on any current or emerging employee benefit programs.
- Assist and provide recommendations for compliance requirements of State and Federal regulations, statutes and mandates, e.g. COBRA, HIPAA, and Healthcare Reform.
- Inform the City of changing legislation and legal decisions affecting employee health benefits. Advise and discuss methods to comply with these changes
- Assure that all health and ancillary insurance documents are current and accurate including medical, prescription and dental plan designs and life insurance and long-term disability insurance policies.
- Assist the City with annual open enrollment process. Development of employee communications and educational programs as needed. Conduct employee information meetings on health benefits, especially as related to new employee benefit programs and/or plan designs.
- Provide an annual report including analysis of claims experience and loss exposures, loss control activities, observations on relevant changes in the health care insurance market, and recommendations for cost containment and employee benefit planning.
- Provide general problem solving related to employee benefits throughout the year. Prompt responses to questions and requests are an absolute requirement. It is expected that there will be one key representative within the firm to service the accounts; however, there should be other individual(s) within the firm capable of addressing possible concerns.

### **Proposal Submission and Information Requirements**

All proposals must be received no later than **11:00 a.m. on Thursday, May 2, 2024**. Any proposals submitted after that time will not be considered. **One original and four (4) copies plus and one (1) original on a flash drive** of the proposal in an envelope clearly marked "Employee Benefits Consultant" shall be submitted to:

Purchasing Department Office  
142 E Main Street ~ Room 210  
Meriden, CT 06450

Firms mailing proposals should allow normal delivery time to ensure timely receipt of their proposals. Proposals may be hand delivered in a sealed envelope. Proposals may not be sent via e-mail or facsimile.

All proposals must be signed by an official authorized to bind the firm to its provisions and must include a statement that the proposal remains valid for a period of at least ninety (90) days from the date of its submission.

At the time designated by the City, all proposals will be opened in Purchasing Department Office located at 142 E Main Street-Room 210 Meriden, CT 06450. All proposals shall be opened publicly and recorded as received. Proposers may be present at the opening; however, there will be no public reading of Proposals.

All proposal submissions and materials become property of the City and will not be returned. All information submitted as part of this proposal will be public and none of the proposal documents will be considered proprietary. The City will not be liable for any costs incurred by a firm in the preparation or submission of a proposal or by the public opening or consideration of a proposal.

The City reserves the right to reject any and all proposals received as a result of this RFP. Furthermore, the City has no obligation to enter into any consulting contract as a result of this RFP or the existence of any qualified proposal. No contract is implied by the submission, opening or consideration of a proposal.

## **Questions**

All questions relevant to the development of a proposal must be submitted in writing no later Friday April 19, 2024 at 4:00 p.m.

Rawle Dummett, Purchasing Officer  
City of Meriden  
142 East Main Street - Room 210  
Meriden, CT 06450  
E-Mail: [meridenpurchasing@meridenct.gov](mailto:meridenpurchasing@meridenct.gov)

Any questions determined to be of interest to all prospective firms will be answered in writing and provided to all firms by either mail or e-mail. All information given by the City shall be informational and shall not be binding upon the City nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the City.

No proposer may contact any other employee or elected official of the City of Meriden with respect to this RFP or the submission of a proposal.

## **Proposal Content**

Proposals should include the following:

- 1) Confirmation that proposer is a certified insurance consultant with a producers' license in Connecticut in full compliance with all federal and state statutes and regulations and not affiliated with any insurance company, third party administrator or provider network. Provide documentation.
- 2) Written statement as to the proposer's particular abilities and qualifications to perform the scope of services.
- 3) Written summary of the proposer's experience including providing similar services elsewhere. A listing of school districts and/or municipalities in Connecticut and other states for which the proposer has provided similar services in the last three (3) years including volume of annual health premiums. A minimum of three (3) references are required. Connecticut municipalities and public schools are preferred. Please include the name and contact information for these references.
- 4) Resumes of key personnel who would be assigned to the City.
- 5) Define the nature and scope of all services expected to be provided by the City.

- 6) Information concerning any suits filed, judgments entered or claims made against the proposer, including but not limited to any ethical claims or claims against the proposer's license, during the last five (5) years from clients or declarations of default or termination for cause against the firm. Please provide the name of the client, description of the circumstance and the outcome.
- 7) Fee schedule for Year 1 (July 1, 2024 - June 30, 2025) and optional Years 2 and 3 for proposed scope of services including any potential additional fees for services beyond the listed Scope of Services which might be associated with the Proposer receiving this award. The actual fees charged to the City Of Meriden are subject to negotiations.
- 8) Completed Appendix Forms
  - A: Non-Collusion
  - B: Insurance
- 9) Additional information or documentation that may be useful and applicable to this project.

### **Selection Criteria**

All proposals will be evaluated based upon the following:

- Qualifications, Experience and Expertise - **30 points**
- Clarity of the proposal - **20 points**
- Claims History, if any - **10 points**
- Recommendations Evidence of Prior Success - **20 points**
- Fees/Cost – **20 points**

Cost will not be the sole factor in evaluating proposals.

The City Of Meriden may elect to have the proposals evaluated by a committee. If deemed necessary by the committee, the City reserves the right to select from proposals received and schedule interviews and oral presentations.

If any award is made, the City shall select the proposal determined to be in the best interest of the City on the basis of the criteria and/or factors of evaluation listed. Selection as the preferred proposal does not provide any contract rights to the firm. Any such rights shall accrue only when the City executes a binding contract. The City reserves the right to negotiate with the successful firm in any manner necessary to best serve the interest of the City prior to any award of any contract pursuant to this Request for Proposal.



The City Of Meriden reserves the right to reject any and all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the request for proposal, to require a modification of the contract terms at any time, and to select a Proposer who in their opinion will meet the best interests of the City Of Meriden provided that nothing herein shall be deemed to waive any requirements of federal, state or local law. Non-selection of a proposal will mean the proposal was incomplete or did not meet the criteria set forth in this request for proposal, that another acceptable proposal was deemed to be more advantageous to the City.

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal(s) submitted by such person(s) of said misrepresentation or collusion. In the event that the City Of Meriden enters into a contract with any proposer and, after the execution of said contract, the City Of Meriden's reasonable investigation indicates the proposer has engaged in misrepresentation or collusion, the City Of Meriden may cancel said contract without incurring liability, penalty or damages.

## APPENDIX B

An Insurance Certificate shall be required to be filed with the Director of Finance certifying coverage as described in this section.

The proposer shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the proposer and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to the City Of Meriden. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the proposer. Full disclosure of any nonstandard exclusions is required for all required coverages. The City Of Meriden is required to be added as additional insured.

- A. Broad form commercial general liability coverage naming the City Of Meriden and Board of Education of as additional insured, written on a "per occurrence" basis and with an aggregate cap no less than three (3) times the required limit: \$1,000,000 Combined Single Limit (C.S.L.).
- B. Automobile Liability coverage, including coverage for owned, hired or borrowed autos: \$1,000,000 C.S.L.
- C. Workers' Compensation Coverage (per Connecticut law) and Employer's Liability Coverage: coverage A at statutory limits and coverage B at limits of 100,000/500,000/100,000.

OR

"Certificate of Solvency" issued by Connecticut Workers' Compensation Commission for self-insurers.

- D. Professional errors and omissions coverage: \$1,000,000 C.S.L.

If proposer is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this contract/agreement and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any. The proposer shall maintain coverage for the duration of the contract and for two years following the termination of the contract for any reason.

It is further agreed that the proposer shall provide the City Of Meriden thirty (30) day notice of cancellation, in advance of the retroactive date, and/or non-renewal. A contract shall not be issued until the Director of Finance has received the required Insurance Certificate.

I have read and understand the above listed insurance requirements and will provide the appropriate insurance certification if awarded this contract.

Legal Name of Proposer	
Name and Title of Authorized Agent	
Signature	
Date	



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**RFP024-47 Employee Benefits Consultant**

This Agreement, made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 engineering services, and;

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

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

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

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

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

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

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

5. **Fee and Payment:**

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

6. **Change Order:**

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

7. **Indemnification:**

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

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

8. **License:**

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

9. **Insurance:**

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

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

The Engineer shall be responsible for maintaining the stated insurance coverage in force for the life of the contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Engineer agrees that the coverage or the acceptance by the City of certificates of insurance indicating the type and limits of insurance shall in no way limit the liability of the Engineer to any such type and limits of insurance coverage.

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

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

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

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

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

- \* Name of Insurance Carrier writing policy
- \* Name of Insured

- \* Address of Named Insured
- \* Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- \* Policy Periods (effective and expiration dates)
- \* Limits of Liability
- \* Brief description of operations performed and the property covered
- \* Name and address of certificate holder
- \* Authorized agents name and address
- \* Date and signature of the issuing agent (original only)
- \* All General Liability additional names insured endorsements

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

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew or any other cause, the City shall order the cessation of all engineering activities until such time as the insurance requirements are complied with.

**Insurance Requirements:**

- a. The Engineer shall procure and maintain for the life of the contract \$1,000,000.00 occurrence/\$2,000,000.00 aggregate limit **COMMERCIAL GENERAL LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
  - I. Premises/Operations
  - II. Products - Completed operations
  - III. Underground, explosion, and collapse hazard
  - IV. Contractual liability
  - V. Independent contractors
  
- b. The Engineer shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single limit **BUSINESS AUTOMOBILE LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
  - I. Non-owned automobile
  - II. Liability and Physical damage
  - III. All owned (private passenger and other than private passenger)
  - IV. Any automobile
  - V. All scheduled automobiles
  
- c. The Engineer shall procure and maintain for the life of the contract, State of Connecticut Statutory **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE**, designed to indemnify all the Engineer's employees in the event of occupational injury and/or disease.
  - \$500,000.00 each accident
  - \$500,000.00 disease policy limit
  - \$500,000.00 each employee disease
  
- d. The Engineer shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSION COVERAGE** protecting the Engineer against wrongful acts and liability arising from professional services. A \$2,000,000.00 single limit per claim



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

10. **Designation of Gender:**

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

11. **Termination:**

The City or the Engineer shall have the right, without cause, to terminate this Agreement within Thirty (30) days following written notification to the other party to that effect by Certified Mail or Personal delivery by agent, and upon the expiration of said thirty-day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination. If this Agreement is terminated, the Engineer shall be paid for the services performed to the termination notice date, including reimbursable expenses then due as mutually determined between the City and the Engineer.

12. **Standard of Care:**

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

13. **Applicable Laws:**

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

14. **Entire Agreement:**

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