

**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR BIDS  
("RFB")  
FOR  
OPERATION AND MAINTENANCE OF  
THE ELLINGTON LANDFILL  
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER  
STATION  
(RFB Number FY08-EN-004)**

**BID DUE DATE  
March 7, 2008**

**Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722**

**February 4, 2008**

**REQUEST FOR BIDS**  
**For**  
**OPERATION AND MAINTENANCE OF**  
**THE ELLINGTON LANDFILL**  
**GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION**  
**(RFB Number FY08-EN-004)**

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**REQUEST FOR BIDS  
FOR  
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STATION**

**SECTION 1**

**NOTICE TO CONTRACTORS  
INVITATION TO BID**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO CONTRACTORS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. One of CRRA’s facilities is the Ellington Landfill located at 217 Sadds Mill Road (State Route 140) in Ellington, Connecticut. The Ellington Landfill is closed.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas collection system and thermal oxidizer station at the Ellington Landfill for the five-year period from July 1, 2008 through June 30, 2013.

Request for Bid (“RFB”) package documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning **Monday, February 4, 2008**. The documents will also be available beginning on the same date on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page.

There will be a mandatory pre-bid conference and tour of the site for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Ellington Landfill at 1:00 p.m., Wednesday, February 13, 2008 (rain date – Thursday, February 14, 2008)**. Any prospective bidder intending to participate in the tour must contact Steven Yates, Air Compliance Manager, at (860) 757-7726 at least 24 hours in advance of the pre-bid conference and site tour.

**Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Friday, March 7, 2008.** Bids received after the time and date set forth above shall be rejected. All bids shall remain open for ninety (90) days after the bid due date.

Bids will be opened at CRRA’s convenience on or after the bid due date. Note that all information submitted by a firm responding to this RFB is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to Steven Yates, Air Compliance Manager, by e-mail ([syates@crra.org](mailto:syates@crra.org)), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than 3:00 p.m., Friday, February 22, 2008. Any firm considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Yates.

**REQUEST FOR BIDS  
FOR  
OPERATION AND MAINTENANCE OF  
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**SECTION 2  
INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## OPERATION AND MAINTENANCE OF THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION

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#### 1. Introduction

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. CRRA has developed, constructed and now operates an integrated system of four resources recovery facilities, two regional recycling centers, five landfills (three of which are closed) and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA.

One of CRRA's closed landfills is the Ellington Landfill located at 217 Sadds Mill Road (State Route 140) in Ellington, Connecticut. Even though the Ellington Landfill is closed, the landfill gas collection system and thermal oxidizer station at the Landfill continue to operate.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas col-

lection system and thermal oxidizer station at the Ellington Landfill for the five-year period from July 1, 2008 through June 30, 2013.

## 2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Monday, February 4, 2008
Pre-Bid Conference and Site Tour	Wednesday, February 13, 2008
Deadline for Written Questions	Friday, February 22, 2008
Response to Written Questions	No Later Than Tuesday, March 4, 2008
Bids Due at CRRA	Friday, March 7, 2008
Interviews with Selected Bidders	Week of March 17, 2008
Selection and Notice of Award Issued	Friday, April 25, 2008

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline and further reserves the right to reject any and all bids and republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

## 3. Definitions

As used in this Instructions To Bidders and in other Contract Documents (as defined herein), the following terms shall have the meanings as set forth below:

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
  - (1) Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station Agreement (the "Agreement");
  - (2) RFB Package Documents (defined below)
  - (3) Addenda;
  - (4) Contractor's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);

- (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
  - (6) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **Project:** The provision by the successful bidder of the services required for monitoring and maintaining the landfill gas collection system and thermal oxidizer station at the Ellington Landfill, in accordance with the Contract Documents.
- (f) **Property:** The certain parcel of real property located at 217 Sadds Mill Road (State Route 140), Ellington, Connecticut, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance services for the Ellington Landfill.
- (g) **RFB Package Documents:**
- (1) Notice To Contractors – Invitation To Bid;
  - (2) Instructions To Bidders;
  - (3) Bid Bond Form;
  - (4) Bid Form;
  - (5) Bid Price And Payment Rate Schedule Form;
  - (6) References Form;
  - (7) Background And Experience Form;
  - (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
  - (9) Affidavit Of Third Party Fees;
  - (10) Certification Concerning Nondiscrimination;
  - (11) Bidder's Background Questionnaire;
  - (12) Issues And Questions To Be Addressed;
  - (13) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
  - (14) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
  - (15) Operation And Maintenance Of The Ellington Landfill Gas Collection And Thermal Oxidizer Station Agreement, including:
    - A. Scope Of Services;



- B. Contract Price And Payment Rate Schedule;
- C. CRRA's Travel And Expense Policy;
- D. Performance Bond Form and Letter Of Credit Form; and
- E. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban.

- (h) **Site:** Those areas of the Property upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents.

Terms used, but not defined, in this Instructions To Bidders shall have the same respective meanings assigned to such terms in the Agreement.

#### **4. Communications With CRRA Staff and Board Members**

Except as otherwise authorized by this Instructions To Bidders, during the period while the RFB process is active (i.e., from the date CRRA issues the RFB until the date the successful bidder accepts the Notice Of Award), contractors contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Director members in an ex parte manner to discuss the RFB submission process. A contractor's RFB submission shall be rejected if any of the foregoing ex parte communications take place.

#### **5. Scope Of Services**

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto for the operation and maintenance of the landfill gas collection system and thermal oxidizer station at the Ellington Landfill for the five-year period from July 1, 2008 through June 30, 2013 (the "Services"). The Services will include, but will not be limited to, the following:

- (a) Mobilization and demobilization;
- (b) Operation and maintenance of all gas collection wells, headers, valves and appurtenances for the central and perimeter gas collection systems;
- (c) Operation and maintenance of the enclosed gas flare system and appurtenances;
- (d) Monitoring and adjustments to perimeter and central gas collection well fields;
- (e) Monitoring at on-site and off-site gas migration monitoring points;
- (f) All associated record keeping and reporting;
- (g) Supply and maintenance of spare parts inventory;
- (h) Coordination and scheduling of condensate removal and disposal; and

- (i) Operation and maintenance of the emergency generator system and appurtenances.

The Services to be conducted under the Agreement are more particularly described in **Exhibit A** to the Agreement. Specific instructions about how the Services are to be performed are included in the Agreement.

If additional work is required during the term of the Agreement at the Ellington Landfill, CRRA will issue Requests for Services to the successful bidder for the specific additional work to be performed.

## **6. Availability of RFB Package Documents**

Complete sets of the RFB Package Documents may be obtained Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning Monday, February 4, 2008.

All of the documents are also available in PDF format beginning on the same date on the World Wide Web at:

<http://www.crra.org> on the "Business Opportunities" page, under the "RFB: Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station" heading.

All of the forms included in the documents are available for downloading in Microsoft Word format at CRRA's web site. CRRA encourages bidders to make use of the downloaded Word forms.

## **7. Mandatory Pre-Bid Conference And Site Tour**

**A mandatory pre-bid conference and tour of the Site for all prospective bidders will be conducted by CRRA staff at 1:00 p.m. Eastern Time on Wednesday, February 13, 2008 (rain date – Thursday, February 14, 2008).** Bids submitted by a bidder who did not attend the mandatory pre-bid conference and site tour shall be rejected. Alternate times for visiting the Site will not be allowed.

Prospective bidders should contact Steven Yates at (860) 757-7726 at least 24 hours prior to the mandatory pre-bid conference and site tour to make arrangements for participating in the tour and for directions to the Site. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

## **8. Addenda And Interpretations**

CRRA may issue Addenda to this bid package that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from po-

tential bidders. Any request for interpretation or clarification of any documents included in this bid package must be **submitted in writing to Steven Yates, Air Compliance Manager, by e-mail (syates@ crra.org), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722).** To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Friday, February 22, 2008.

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the bid package documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB: Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station" heading).

Addenda issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crra.org> on the "Business Opportunities" page under the "RFB: Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

Failure of any bidder to receive any such Addenda shall not relieve such bidder from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. **All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

## **9. Bid Submittal Procedures**

**Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Friday, March 7, 2008** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Steven Yates. Bids received after the time and date set forth above shall be rejected.

Each bidder must submit one (1) original and three (3) copies of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and three copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station."

Bids shall remain open and subject to acceptance for ninety (90) days after the bid due date.

**The terms and conditions of the Agreement (Section 15 of this RFB), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid.**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the bid due date.

## **10. Bid Security**

Each bid shall be accompanied by a Bid Security. Any bid that does not contain a Bid Security or any bid that contains a Bid Security that does not comply with the following requirements shall be rejected as non-responsive.

### **10.1 Type of Security**

The following are the acceptable forms of Bid Security:

- (a) A cashier's check;
- (b) A certified check; or
- (c) A bid bond in the form included in Section 3 of the RFB.

The Bid Security shall be made payable to CRRA and shall be in an amount equal to ten percent (10%) of the amount of the bid.

Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in Section 3 of the RFB and such bid bond shall be executed and issued by a surety company acceptable to CRRA. Any bid that does not contain the above requisite Bid Security or any bid that contains Bid Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

### **10.2 Disposition of Bid Security**

The Bid Security of the successful bidder will be retained until such bidder has executed the Agreement, furnished the required contract security and satisfied all other conditions of the Notice of Award, including execution and submission of the Contractor Certification Concerning Gifts, whereupon such Bid Security will be returned.

If the successful bidder fails to execute and deliver the Agreement, furnish the required contract security, or satisfy all other conditions of the Notice Of Award within ten (10) days after the issuance of such Notice Of Award, CRRA may annul the Notice Of Award and the Bid Security of that bidder shall be forfeited.

The Bid Security of other bidders whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7<sup>th</sup>) day after the Effective Date of the Agreement or ninety (90) days after the bid due date, whereupon the Bid Security furnished by such bidders will be returned. Bid Security with bids that are not competitive will be returned within seven (7) days after the opening of such bids.

## 11. Bid Contents

Bids shall be submitted on forms provided by CRRRA as part of this bid package, all of which forms must be completed with the appropriate information required and all blanks on such forms filled in.

A bid must consist of the following and must be in the following order:

- (a) Title page;
- (b) Cover letter, which includes name of the bidder and the bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 13.2 of this Instructions To Bidders);
- (c) Table of Contents;
- (d) Bid Security (cashier's check, certified check or bid bond) (see Section 10 of this Instructions To Bidders);
- (e) The Bid Form (Section 4 of this RFB), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (f) The completed Bid Price Form And Payment Rate Schedule Form (Section 5 of this RFB);
- (g) The completed References Form (Section 6 of this RFB);
- (h) The completed Background And Experience Form (Section 7 of this RFB);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of this RFB), with the Bidder's most recent EEO-1 data attached if the Bidder wishes such data to be considered in the evaluation of its Bid;
- (j) The completed Affidavit Of Third Party Fees form (Section 9 of this RFB) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (k) The completed Certification Concerning Nondiscrimination (Section 10 of this RFB), with the bidder's nondiscrimination policies and procedures attached;
- (l) The completed Bidder's Background Questionnaire (Section 11 of this RFB);
- (m) Answers to the Issues And Questions To Be Addressed (Section 12 of this RFB), with the answer to each question beginning on a new page; and
- (n) A copy of the bidder's up-to-date certificate of insurance showing all current insurance coverage.

Bidders should not include in their bids other portions of the Bid Package Documents (e.g., this Instructions To Bidders or the Agreement).

A bidder may include additional information as an addendum/appendix to its bid if the bidder thinks that it will assist CRRA in evaluating the bidder's bid. A bidder should not include information that is not directly related to the subject matter of this solicitation.

## 12. Bid Opening

All bids will be opened at CRRA's convenience on or after the bid due date.

**CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this Project.**

## 13. Bid Evaluation

The award of the contract for the Work will be made, if at all, to the bidder(s) whose evaluation by CRRA results in CRRA determining that such award to such bidder(s) is in the best interests of CRRA. **However, the selection of a bidder(s) and the award of such contract, while anticipated, are not guaranteed.**

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

### 13.1 Evaluation Criteria

CRRA will base its evaluation of the bids on price, qualifications, demonstrated skill, ability and integrity of each bidder to perform the Work required by the Contract Documents and any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

### 13.2 Affirmative Action Evaluation Criteria

Bids will also be rated on the bidder's demonstrated commitment to affirmative action. Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies* require CRRA to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));

- (b) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));
- (c) The bidder's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of this RFB));
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 11(i) of this Instructions To Bidders); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 11(b) of this Instructions To Bidders).

#### **14. Contract Award**

If the contract is to be awarded, CRRA will issue to the successful bidder(s) a Notice Of Award within ninety (90) days after the bid due date.

CRRA reserves the right to correct inaccurate awards resulting from CRRA's clerical errors. This may include, in extreme circumstances, revoking a Notice Of Award already made to a bidder and subsequently awarding the Notice of Award to another bidder. Such action by CRRA shall not constitute a breach of this RFB by CRRA since the Notice Of Award to the initial bidder is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial bidder.

#### **15. Contractor's Certification Concerning Gifts**

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the bidder may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in this RFB (see Attachment A to Section 12 of the RFB).

**16. Bidder's Qualifications**

CRRA may make any investigation deemed necessary to determine the ability of any bidder to perform the Work required. Each bidder shall furnish CRRA with all such information as may be required for this purpose.

**17. Bid Preparation And Other Costs**

Each bidder shall be solely responsible for all costs and expenses associated with the preparation and/or submission of its bid, or incurred in connection with any interviews and negotiations with CRRA, and CRRA shall have no responsibility or liability whatsoever for any such costs and expenses.



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**SECTION 3**

**BID BOND FORM**

# BID/PROPOSAL BOND FORM

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

**BIDDER/PROPOSER** (Name and Address):

**SURETY** (Name and Address of Principal Place of Business):

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**OWNER** (Name and Address):

Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 <sup>th</sup> Floor Hartford, CT 06103-1722
--

**BID/PROPOSAL**

<b>DUE DATE:</b>	
<b>AMOUNT:</b>	
<b>PROJECT DESCRIPTION</b> <small>(Including Name and Location):</small>	Operation & Maintenance of the Ellington Landfill Gas Collection System & Thermal Oxidizer Station Ellington Landfill 217 Sadds Mill Road (Route 140) Ellington, Connecticut 06029

**BOND**

<b>BOND NUMBER:</b>	
<b>DATE</b> <small>(Not later than Bid/Proposal Due Date):</small>	
<b>PENAL SUM:</b>	DOLLARS (\$ _____ )

IN WITNESS WHEREOF, Surety and Bidder/Proposer, intending to be legally bound hereby, subject to the terms printed on Page 2 hereof, do each cause this Bid/Proposal Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER/PROPOSER**

**SURETY**

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

<b>SIGNATURE:</b>		<b>SIGNATURE:</b>	
<b>NAME AND TITLE:</b>		<b>NAME AND TITLE:</b>	

## TERMS AND CONDITIONS TO BID/PROPOSAL BOND

1. Bidder/Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder/Proposer any difference between the total amount of Bidder's/Proposer's bid/proposal and the total amount of the bid/proposal of the next lowest, responsible and responsive bidder/proposer as determined by Owner for the Work/Service required by the Contract Documents, provided that:
  - 1.1 If there is no such next lowest, responsible and responsive bidder/proposer, and Owner does not abandon the Project, then Bidder/Proposer and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's/Proposer's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder/Proposer shall occur upon the failure of Bidder/Proposer to deliver within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payment bonds required by the Bid/Proposal Documents and Contract Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's/Proposer's bid/proposal and bidder/proposer delivers within the time required by the Bid/Proposal Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement and related documents required by the Bid/Proposal Documents and any performance and payments bonds required by the Bid/Proposal Documents and Contract Documents, or
  - 3.2 All bids/proposals are rejected by Owner, or
  - 3.3 Owner fails to issue a notice of award to Bidder/Proposer within the time specified in the Bid/Proposal Documents (or any extension thereof agreed to in writing by Bidder/Proposer and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder/Proposer and within 30 calendar days after receipt by Bidder/Proposer and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder/Proposer, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid/Proposal Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder/Proposer and Surety and in no case later than one year after Bid/Proposal Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder/Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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**SECTION 4**

**BID FORM**



**BID FORM**

**PROJECT:** Mid-Connecticut

**RFB NUMBER:** FY08-EN-004

**CONTRACT FOR:** Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station

**BIDS SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

**1. DEFINITIONS**

Unless otherwise defined herein, all terms that are not defined and used in this Bid Form (a "Bid") shall have the same respective meanings assigned to such terms in the Contract Documents.

**2. TERMS AND CONDITIONS**

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for ninety (90) days after the bid due date.

If CRRA issues a Notice Of Award to Bidder, Bidder shall within ten (10) days after the date thereof:

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (d) Satisfy all other conditions of the Notice Of Award.

**3. BIDDER'S OBLIGATIONS**

Bidder proposes and agrees, if this Bid is accepted by CRRA and CRRA issues a Notice Of Award to Bidder, to the following:

- (a) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the Bid Price and within the Contract Time set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

**4. BIDDER'S REPRESENTATIONS CONCERNING NON-NEGOTIABILITY OF THE AGREEMENT**

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Work and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder's price for the Work submitted on its Bid Price Form.

**5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS**

In submitting this Bid, Bidder represents that:

- (a) Bidder has thoroughly examined and carefully studied the RFB package documents and the following Addenda, receipt of which is hereby acknowledged (list Addenda by Addendum number and date):

Addendum Number	Date Issued

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the

specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;

- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) Bidder is aware of the general nature of work to be performed by CRRA and others that relates to the Work for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work for which this Bid is submitted.

## **6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS**

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in this RFB package relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site(s);
- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

**7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE**

In submitting this Bid, Bidder acknowledges and agrees that Bidder shall not use any information made available to it or obtained in any examination made by it in connection with this RFB in any manner as a basis or grounds for a claim or demand of any nature against CRRA arising from or by reason of any variance which may exist between information offered or so obtained and the actual materials, conditions, or structures encountered during performance of any of the Work.

**8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES**

In submitting this Bid, Bidder acknowledges and agrees that CRRA is exempt from all State of Connecticut taxes and assessments, including sales and use taxes. Accordingly, Bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Bidder's performance of this Agreement, nor shall Bidder include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. Bidder represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any bid or other submittal to CRRA in connection with this RFB.

**9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION**

In submitting this Bid, Bidder:

- (a) Recognizes and agrees that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes* and, as such, any information contained in or submitted with or in connection with Bidder's Bid is subject to disclosure if required by law or otherwise; and
- (b) Expressly waives any claim(s) that Bidder or any of its successors and/or assigns has or may have against CRRA or any of its directors, officers, employees or authorized agents as a result of any such disclosure.

**10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION**

By submission of this Bid, the Bidder, together with any affiliates or related persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, to the best of its knowledge and belief:

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;



- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to “opening” to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other bidder for the Work or over CRRA.

#### **11. BIDDER’S REPRESENTATIONS CONCERNING RFB FORMS**

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

#### **12. BID SECURITY**

Bidder acknowledges and agrees that the amount of the Bid Security submitted with this Bid fairly and reasonably represents the amount of damages CRRA will suffer in the event that Bidder fails to fulfill any of its obligations set forth in the Contract Documents.

#### **13. BIDDER’S WAIVER OF DAMAGES**

Bidder and all its affiliates and subsidiaries understand that by submitting a Bid, Bidder is acting at its and their own risk and Bidder does for itself and all its affiliates, subsidiaries, successors and assigns hereby waive any rights any of them may have to receive any damages for any liability, claim, loss or injury resulting from:

- (a) Any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents concerning the evaluation, selection, non-selection and/or rejection of any or all bids by CRRA or any of its directors, officers, employees or authorized agents;
- (b) Any agreement entered into for the Work (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Work (or any part thereof) pursuant to the Contract Documents.

#### **14. BIDDER'S REPRESENTATION REGARDING THE CONNECTICUT CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 12 [SEEC Form 11] of the Contract Documents.

#### **15. ATTACHMENTS**

The following documents are attached hereto and made a part of this Bid:

- (a) The completed Bid Price Form;
- (b) The completed References Form;
- (c) The completed Background And Experience Form;
- (d) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (e) Affidavit Of Third Party Fees that has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (f) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- (g) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (h) Answers to the Issues And Questions To Be Addressed, with a written answer provided to each question and each answer beginning on a new page; and
- (i) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

#### **16. NOTICES**

Communications concerning this Bid should be addressed to Bidder at the address set forth below.

Bidder Name:	
Bidder Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

**17. ADDITIONAL REPRESENTATION**

Bidder hereby represents that the undersigned is duly authorized to submit this Bid on behalf of Bidder.

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 200\_\_

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Typed/Printed):	
Title (Typed/Printed):	

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**SECTION 5  
BID PRICE AND PAYMENT RATE SCHEDULE  
FORM**



# BID PRICE AND PAYMENT RATE SCHEDULE FORM

Bidder will provide the Services as specified in the Contract Documents for the operation and maintenance of the Ellington Landfill gas collection system and thermal oxidizer station as specified below.

## 1. O&M BID PRICE – ROUTINE OPERATIONS AND MAINTENANCE

In the following table, provide your lump sum bid price for routine operations and maintenance of the Ellington Landfill gas collection system and thermal oxidizer station for each of the years specified.

Period	Dollars	Cents
Year 1 (July 1, 2008 – June 30, 2009)		
Year 2 (July 1, 2009 – June 30, 2010)		
Year 3 (July 1, 2010 – June 30, 2011)		
Year 4 (July 1, 2011 – June 30, 2012)		
Year 5 (July 1, 2012 – June 30, 2013)		

Bidder affirms that the total bid price above represents the entire cost to complete the routine operations and maintenance Services in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting this Project, and that each and every such claim is hereby expressly waived by Bidder.

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Type/Print):	
Title:	
Date:	

**2. PAYMENT RATE SCHEDULE – NON-ROUTINE MAINTENANCE AND REPAIR SERVICES AND EMERGENCY SERVICES**

In the tables below, provide your rates (unit price) for non-routine landfill gas system maintenance and repair services and emergency services. (Use additional pages if necessary)

**2.1 Personnel Charges**

In the table below, provide the hourly rate for each of the staff levels listed. For each staff level, indicate whether or not the staff level is eligible for overtime pay by placing a check mark in the box for those staff levels that are eligible for overtime pay.

Staff Level	OT	Hourly Rate				
		Year 1 (7/1/08 – 6/30/09)	Year 2 (7/1/09 – 6/30/10)	Year 3 (7/1/10 – 6/30/11)	Year 4 (7/1/11 – 6/30/12)	Year 5 (7/1/12 – 6/30/13)
Senior Supervisory/Senior Managers	<input type="checkbox"/>					
Professional Engineer/Senior Level	<input type="checkbox"/>					
Staff Engineering	<input type="checkbox"/>					
Project Manager	<input type="checkbox"/>					
Site Supervisor/Foreman	<input type="checkbox"/>					
Field Technicians	<input type="checkbox"/>					
Laborer	<input type="checkbox"/>					
Drafting/AutoCAD Operators	<input type="checkbox"/>					
Administrative Personnel	<input type="checkbox"/>					
Word Processing	<input type="checkbox"/>					
Other (Specify):	<input type="checkbox"/>					

## 2.2 Equipment Charges

In the table below, specify each type of equipment/service that you would bill for separately and provide the hourly rate for each of the equipment/service.

Equipment	Hourly Rate				
	Year 1 (7/1/08 – 6/30/09)	Year 2 (7/1/09 – 6/30/10)	Year 3 (7/1/10 – 6/30/11)	Year 4 (7/1/11 – 6/30/12)	Year 5 (7/1/12 – 6/30/13)
<b>Service Trucks and Tools (List)</b>					
<b>Instrumentation and Monitoring Equipment (List)</b>					
<b>Standby, Replacement and Temporary/Backup Equipment (List)</b>					
<b>Subcontracted Services (List)</b>					

**3. MARK-UP RATES**

**3.1 Equipment and Materials**

The proposed mark-up for overhead expenses associated with the purchase of equipment and materials is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for equipment and materials purchased specifically for installation in association with the Project.

**3.2 Sub-Contractors**

The proposed mark-up for overhead expenses associated with sub-consultant work on the Project is

% (fill in the percentage markup)

The Consultant will provide to CRRA copies of all applicable invoices in order to receive payment for sub-consultant work performed on the Project.

**4. OVERTIME RATES**

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed on Page 2, the successful Bidder will be entitled to reimbursement for such employee overtime when such overtime is a result of more than 8 hours in one day and/or more than 40 hours in one week worked on this project by such an employee.

Below, specify the proposed rate for overtime (i.e., the percentage by which the hourly rates specified on the preceding page would be multiplied to arrive at the overtime rate).

% (fill in the percentage rate for overtime )



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**SECTION 6**

**REFERENCES FORM**



# REFERENCES FORM

In space below, provide the names of three (3) references who can attest to the quality of work performed/services provided by Bidder/Proposer. Include job title, affiliation, address, phone number and a brief description of the work performed/services provided for each reference.

## REFERENCE 1

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

## REFERENCE 2

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

**REFERENCE 3**

Name of Person:	
Title:	
Name of Firm:	
Address:	
Telephone Number:	
Description Of Work Performed:	

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**SECTION 7**

**BACKGROUND AND EXPERIENCE FORM**



CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY

## BACKGROUND AND EXPERIENCE FORM

### BACKGROUND AND EXPERIENCE FORM

In the space below, summarize work performed/services provided of a similar nature to that specified in the Contract Documents which has been performed by the bidder/proposer and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer.

[Attach Additional Pages If Necessary]

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**SECTION 8**

**QUESTIONNAIRE CONCERNING AFFIRMATIVE  
ACTION, SMALL BUSINESS CONTRACTORS  
AND OCCUPATIONAL HEALTH AND SAFETY**



**QUESTIONNAIRE CONCERNING AFFIRMATIVE  
ACTION, SMALL BUSINESS CONTRACTORS AND  
OCCUPATIONAL HEALTH AND SAFETY**

Because CRRA is a political subdivision of the State of Connecticut, it is required by various statutes and regulations to obtain background information on prospective contractors prior to entering into a contract. The questions below are designed to assist CRRA in procuring this information. Many of the questions are required to be asked by RCSA 46a-68j-31. For the purposes of this form, "Contractor" means Bidder or Proposer, as appropriate.

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DAS as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DAS as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A. If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

## LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
DAS	-	State of Connecticut Department of Administrative Services
MWDP	-	Minority/Women/Disabled Person

## FOOTNOTE

- <sup>1</sup> If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds \$50,000.00 in any fiscal year, and the Contractor has 50 or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

Contractor must meet all of the following criteria to qualify as a Small Contractor:

1. Has been doing business and has maintained its principal place of business in the State for a period of at least one year immediately preceding the issuance of the Request For Bids/Proposals/Qualifications;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

## SCHEDULE B CRITERIA FOR A MINORITY/WOMAN/DISABLED PERSON BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority/Woman/Disabled Person Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Contractor;
2. 51% or more of the business and/or its assets must be owned by a person or persons who are minorities as defined in Connecticut General Statutes Section 32-9n (please see below) or is an individual with a disability;
3. The Minority/Woman/Disabled Person must have the power to change policy and management of the business; and,
4. The Minority/Woman/Disabled Person must be active in the day-to-day affairs of the business.

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

Sec. 32-9n. Office of Small Business Affairs. (a) There is established within the Department of Economic and Community Development an Office of Small Business Affairs. Such office shall aid and encourage small business enterprises, particularly those owned and operated by minorities and other socially or economically disadvantaged individuals in Connecticut. As used in this section, minority means: (1) Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin; (2) Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race; (3) all persons having origins in the Iberian Peninsula, including Portugal, regardless of race; (4) women; (5) Asian Pacific Americans and Pacific islanders; or (6) American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.



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**SECTION 9**

**AFFIDAVIT OF THIRD PARTY FEES**



# AFFIDAVIT OF THIRD PARTY FEES (Form A2)

All Bidders/Proposers must complete and properly execute this Affidavit of Third Party Fees. The purpose of this Affidavit is to ascertain if the Bidder/Proposer has made or promised any payment to a third party attributable to this Agreement. If no such payment has been made or promised, Bidder/Proposer should write "None" in the first box in the table and execute this Affidavit. For purposes of the Affidavit, Bidder's/Proposer's subcontractors, if any, are not considered third parties.

I, \_\_\_\_\_, a duly authorized officer and/or representative of \_\_\_\_\_ (firm name), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. \_\_\_\_\_ (firm name) seeks to enter into the Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

Name Of Payee	Dollar Amount Paid Or Value Of Non-Cash Compensation <u>AND</u> Date	Fee Arrangement	Specific Services Performed Or To Be Performed By Payee <sup>1</sup>

*(Attach additional copies of this page as necessary.)*

**NOTE:** For each third party fee arrangement described above (if any), complete the attached Form A2a.

4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief under penalty of perjury.

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

<sup>1</sup> Please attach documents evidencing the terms of the fee arrangement and services.



**ADDENDUM TO  
AFFIDAVIT OF THIRD PARTY FEES  
(Form A2a)**

For each third party fee arrangement disclosed in the attached Affidavit, please explain whether and how each such payment falls within one or more of the following categories of compensation:

- (1) Compensation earned for the rendering of legal services when provided by an attorney while engaged in the ongoing practice of law;
- (2) Compensation earned for the rendering of investment services, other than legal services, when provided by an investment professional while engaged in the ongoing business of providing investment services;
- (3) Compensation for placement agent, due diligence or comparable tangible marketing services when paid to a person who is an investment professional (i) engaged in the ongoing business of representing providers of investment services, or (ii) in connection with the issuance of bonds, notes or other evidence of indebtedness by a public agency;
- (4) Compensation earned by a licensed real estate broker or real estate salesperson while engaging in the real estate business on an ongoing basis; or
- (5) Payments for client solicitation activities meeting the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940.

***Attach additional pages as necessary.***

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**SECTION 10  
CERTIFICATION CONCERNING  
NONDISCRIMINATION**



**CERTIFICATION CONCERNING  
NONDISCRIMINATION**

(This certification must be executed by an individual or business entity submitting a bid/proposal to the Connecticut Resources Recovery Authority regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, \_\_\_\_\_, a duly authorized officer and/or representative  
of \_\_\_\_\_ (firm name),  
(the "Consultant"), hereby certify that:

1. Consultant seeks to enter into the Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station Agreement (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Consultant will abide by the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and Sections 9(a)(1) and 10(a)(1) of Public Act 07-142; and
3. Attached are the policies and procedures concerning nondiscrimination, which have not been modified or rescinded, adopted by the appropriate governing body or management of Consultant; and
4. The information set forth herein is true, complete and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, the undersigned has executed this certificate this

\_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

**REQUEST FOR BIDS  
FOR  
OPERATION AND MAINTENANCE OF  
THE ELLINGTON LANDFILL  
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER  
STATION**

**SECTION 11  
BACKGROUND QUESTIONNAIRE**



**BIDDER'S/PROPOSER'S BACKGROUND  
QUESTIONNAIRE**

*Please answer the following questions by placing an "X" in the appropriate box.*

	Yes	No
<p>1. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been the subject of a <b>criminal</b> investigation?</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been the subject of a <b>civil</b> investigation?</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a <b>criminal</b> investigation?</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Bidder/Proposer has an ownership interest in excess of 50% in such entity ever been the subject of a <b>civil</b> investigation?</p> <p><i>If you answered "Yes" to Question 4, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No
5. Has the Bidder/Proposer or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Bidder/Proposer ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?  <i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>

Signature: \_\_\_\_\_  
 Name (print/type): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 State Of: \_\_\_\_\_  
 County Of: \_\_\_\_\_

\_\_\_\_\_, being fully sworn, deposes and says that  
 he/she is the \_\_\_\_\_ (Title) of  
 \_\_\_\_\_ (Firm Name),  
 the Bidder/Proposer herein, that he/she has provided answers to the foregoing questions on the Bidder's/  
 Proposer's background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

\_\_\_\_\_  
 Notary Public/Commissioner of the Superior Court



**REQUEST FOR BIDS  
FOR  
OPERATION AND MAINTENANCE OF  
THE ELLINGTON LANDFILL  
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER  
STATION**

**SECTION 12  
ISSUES AND QUESTIONS TO BE ADDRESSED**

## ISSUES AND QUESTIONS TO BE ADDRESSED

**INSTRUCTIONS:** Complete, written answers must be provided to each of these questions and each answer must begin on a new page. For firms proposing the use of sub-consultants to complete required Services (including, but not limited to, analytical laboratories), Issues And Questions Numbers 1 through 4 inclusive must also be addressed for each sub-consultant.

1. Describe how the Services will be implemented. Describe in detail the Bidder's operation and maintenance approach and the plan for the landfill gas collection system and thermal oxidizer station.
2. Describe staffing and management plans. Identify the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA. Indicate their probable areas of responsibility. Identify the persons who would be the key contacts at your firm(s) for field services. Of the total amount of time your firm will spend on the project, indicate the percentage that would be spent by each of the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA
3. Provide brief resumes (no more than two pages per person) of each of the senior managers, engineers, project managers and site supervisors who would be assigned to work with CRRA.
4. Describe the types and numbers of vehicles, equipment and supplies to be provided by the Bidder.
5. For firms proposing the use of sub-consultants to complete required Services, provide a short description of the division of services between consultants.

**REQUEST FOR BIDS  
FOR  
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GAS COLLECTION SYSTEM AND THERMAL OXIDIZER  
STATION**

**SECTION 13**

**SEEC FORM 11  
NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION  
AND SOLICITATION BAN**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

**Campaign Contribution and Solicitation Ban**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates.

"State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**REQUEST FOR BIDS  
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THE ELLINGTON LANDFILL  
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER  
STATION**

**SECTION 14  
NOTICE OF AWARD**



## NOTICE OF AWARD

**TO:** [NAME OF SUCCESSFUL BIDDER]  
[ADDRESS OF SUCCESSFUL BIDDER]

**PROJECT:** Mid-Connecticut

**RFB NO.:** FY08-EN-004

**CONTRACT:** Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE] in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station Agreement (the "Work").

You are hereby notified that your firm has been selected to perform the Services for the period July 1, 2008 through June 30, 2013 at the Ellington Landfill. The amount of the award for the Services for the five-year period is as specified in Exhibit C of the Agreement.

Within ten (10) days from the date of this Notice of Award you are required to:

- (a) Execute the required number of the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA;
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA all other Contract Documents attached to the Notice Of Award;  
and
- (e) Satisfy all other conditions set forth herein.

**As you have agreed, the terms and conditions of the Agreement, as attached, are non-negotiable.**

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

You are required to acknowledge your receipt of this Notice Of Award by signing below and returning the same to CRRA.

Dated this [DAY] day of [MONTH], [YEAR].

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
[NAME OF CRRA OFFICIAL]  
Title: [TITLE OF CRRA OFFICIAL]

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By:

Signature: \_\_\_\_\_

Name (print/type): \_\_\_\_\_

Title: \_\_\_\_\_



**ATTACHMENT A**

**To**

**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**



**CONTRACTOR'S CERTIFICATION  
CONCERNING GIFTS**

**OPERATION AND MAINTENANCE OF THE ELLINGTON LANDFILL GAS  
COLLECTION SYSTEM AND THERMAL OXIDIZER STATION**

(This CERTIFICATION is to be signed by an authorized officer of the Contractor  
or the Contractor's managing general partner.)

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

I, \_\_\_\_\_, a duly authorized officer and/or representative  
of \_\_\_\_\_ (firm name)  
(the "Contractor"), being duly sworn, hereby depose and say that:

1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
2. The Contractor has submitted a bid/proposal for the Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station Agreement (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between October 1, 2007 and the date of execution of the Agreement, by
  - (a) The Contractor,
  - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement, or
  - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and
4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and

5. The Contractor made the bid/proposal for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

**TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement**

Steven Yates, Air Compliance Manager
David Bodendorf, Senior Environmental Engineer
Peter Egan, Director of Environmental Affairs and Development

**TABLE 3: Public Officials and State Employees of State Agencies Who Have Supervisory or Appointing Authority over CRRA**

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative James A. Amann, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

\_\_\_\_\_, being fully sworn, deposes and says that he/she is the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall **not** include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

**REQUEST FOR BIDS  
FOR  
OPERATION AND MAINTENANCE OF  
THE ELLINGTON LANDFILL  
GAS COLLECTION SYSTEM AND THERMAL OXIDIZER  
STATION**

**SECTION 15**

**OPERATION AND MAINTENANCE OF THE  
ELLINGTON LANDFILL GAS COLLECTION  
SYSTEM AND THERMAL OXIDIZER STATION  
AGREEMENT**

# OPERATION AND MAINTENANCE OF THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AGREEMENT

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**THIS OPERATION AND MAINTENANCE OF THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND THERMAL OXIDIZER STATION AGREEMENT** (“Agreement”) is made and entered into as of this First day of July, 2008 (“Effective Date”) by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (hereinafter “CRRA” or “Owner”) and [NAME OF CONTRACTOR], having its principal offices at [ADDRESS OF CONTRACTOR] (hereinafter “Contractor”).

## **PRELIMINARY STATEMENT**

**WHEREAS** CRRA owns a certain parcel of real property known at the Ellington Landfill and which is located at 217 Sadds Mill Road (State Route 140), in Ellington, Connecticut (the “Property”), upon which property CRRA operates a landfill (the “Landfill”);

**WHEREAS** CRRA and/or its agents have constructed and installed a landfill gas control system, including but no limited to, a gas collection and piping system and an enclosed flare station (the “Facility”) at and within the Landfill (collectively, the “System”);

**WHEREAS** CRRA now desires to enter into this Agreement with Contractor in order for Contractor to provide operation and maintenance services for the System in accordance with this Agreement (the “Project”).

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

## **1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION**

### **1.1 Definitions**

As used in this Agreement and in other Contract Documents (as defined herein) the following terms shall have the meanings as set forth below:

- (a) **“Addenda”** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **“Contract Documents”** means this Agreement (including all exhibits attached hereto), RFP Package Documents, Addenda, Contractor’s bid (including all documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award), Notice Of Award, the Bonds (as defined herein), any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.8 and/or 8.6 hereof.



- (c) **“Effective Date”** means the date set forth above in this Agreement.
- (d) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **“Notice Of Award”** means written notification from CRRA to the apparent successful bidder which states that CRRA has accepted such bidder’s bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (f) **“Site”** means those areas of the Property upon which the Services are to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

## 1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;
- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Sub-section;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,

- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

## **2. SCOPE OF SERVICES**

### **2.1 Contractor's Responsibilities**

Contractor shall be responsible for furnishing all labor, materials, supplies, tools, equipment, parts, facilities and any other property in order to perform operation and maintenance services for the landfill gas collection system and thermal oxidizer station at the Landfill, including, but not limited to, the services set forth in **Exhibit A** attached hereto and made a part hereof (hereinafter collectively referred to as the "Services").

### **2.2 Performance of Services**

Contractor warrants that any equipment and materials provided for the operation and maintenance of, and any improvements made to, the System will be free from defect, and the work performed by the Contractor shall be done in a workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) Sound practices for operating and maintaining a landfill gas collection system and thermal oxidizer station;
- (d) The highest industry standards applicable to Contractor and its performance of the Services hereunder; and
- (e) All Laws and Regulations.

Items (a) through (e) above are hereinafter collectively referred to as the "Standards."

Contractor shall obtain any locally required building or other permits required for the Services, and Contractor shall also assist and fully cooperate with CRRA in obtaining any other applicable permits necessary to begin and complete the Services.

### **2.3 CRRA's Responsibilities**

CRRA shall be responsible for administering this Agreement, accepting the Services that are performed and completed by Contractor in accordance with the Contract Documents, and receiving and paying invoices for such Services.

## **2.4 Direction Of Services**

CRRA may, where necessary or desirable by CRRA, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Services hereunder, and Contractor shall strictly and promptly comply with such instructions, guidance and directions.

## **2.5 CRRA's Inspection Rights**

Contractor's performance of the Services hereunder, as well as Contractor's work products resulting from such performance, are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA, with or without notice to Contractor. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If, after any such inspection, CRRA is unsatisfied with Contractor's performance of the Services hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of CRRA, promptly render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any time schedules for the remaining Services.

## **2.6 Access**

CRRA hereby grants to Contractor access to only those areas of the Property necessary for Contractor to perform the Services hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted on the Property by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with CRRA on such access and Contractor's storage of any equipment or materials on the Property; and
- (c) Contractor is in compliance with all of the terms and conditions of this Agreement.

CRRA reserves the right to revoke the access granted to Contractor herein if Contractor fails to comply with any of the foregoing conditions of access.

## **2.7 Restoration**

Unless otherwise directed in writing by CRRA, Contractor shall restore any part of the Property disturbed or damaged by Contractor or any of its directors, officers, employees, agents, sub-contractors or materialmen to the same condition existing immediately prior to such disturbance or damage.

## **2.8 Change in Scope of Services**

CRRA reserves the right to determine during the term of this Agreement whether any revisions, modifications or changes to the scope of Services (i.e. non-routine and emergency services), as set forth in Section 2.1 above, are necessary. In such event, and pursuant to CRRA's request, Contractor shall promptly commence and perform the work required to accommodate such revisions, modifications or changes, which work shall be performed by Contractor in accordance with the Standards unless otherwise agreed to in writing by CRRA and Contractor. If any adjustment(s) to the O&M Contract Price (as hereinafter defined in Section 3.1(a)) or the schedule of fees set forth in **Exhibit B** is required, or if increased or decreased compensation to the Contractor is warranted as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s) or increased or decreased compensation provided that the values for the existing Services, to the extent applicable, shall be used to determine the appropriate increase or decrease for such adjustments or the amount of such modified compensation. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s) or modified compensation.

## **2.9 Contractor Cooperation**

Contractor shall perform all Services in cooperation with all other contractors who may be responsible for the operation of the Landfill and Ellington transfer station on the Property, and any other activity or function. Such cooperation shall include, at a minimum, routine reporting, communications with CRRA and other parties, attendance at coordination meetings, and similar activities. Such cooperation shall also involve scheduling of staff and Services hereunder, without limitation. Under no circumstances shall Contractor speak to or otherwise communicate with the press. Contractor shall direct all inquiries from the press to CRRA.

## **2.10 Landfill and Subsurface Conditions**

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Landfill are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor acknowledges and agrees that CRRA does not assume any responsibility for such information and data and that Contractor is solely responsible for investigating and satisfying itself as to all actual and existing Landfill conditions, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Landfill and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Services to be

employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Services can be performed, furnished and completed in accordance with the Scope Of Services, the O&M Contract Price and the other terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Landfill differs from conditions encountered by Contractor during performance of the Services, there shall be no increase in the O&M Contract Price as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees in writing to such increase and/or extension.

### **2.11 Methane Gases**

Contractor acknowledges the presence of methane gases at the Property. Contractor covenants and agrees that it and its employees, agents, sub-Contractors and materialmen shall take all necessary precautions with respect to the presence of methane gases at all times at the Property, including, but not limited to, prohibiting the presence of any open flames, sparks, smoking or any other activity which might ignite any of the methane gases present at the Property.

### **2.12 Proprietary Information**

Contractor shall not use, publish, distribute, sell or divulge any information obtained from CRRA by virtue of this Agreement for Contractor's own purposes or for the benefit of any person, firm, corporation or other entity (other than CRRA) without the prior written consent of CRRA. Any report or other work product prepared by Contractor in connection with the performance of the Services hereunder shall be owned solely and exclusively by CRRA and cannot be used by Contractor for any purpose beyond the scope of this Agreement without the prior written consent of CRRA.

### **2.13 Books and Records**

Contractor shall maintain proper books and records containing complete and correct information on all Services performed by Contractor pursuant to this Agreement in accordance with generally accepted accounting principles and practices. CRRA has the right to inspect and review all such books and records during Contractor's business hours.

### **2.14 Status of Contractor**

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Services for CRRA hereunder and that Contractor shall perform such Services in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and an independent

contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

## **2.15 Subcontractors**

Contractor shall consult with CRRA before hiring any subcontractors to perform any Services hereunder. Contractor shall require all of its subcontractors to abide by the terms and conditions of this Agreement. Moreover, Contractor's subcontracts with such subcontractors shall specifically provide that, in the event of a default by Contractor thereunder or under this Agreement, CRRA may directly enforce such subcontracts and make payments thereunder. Contractor shall provide CRRA with all contracts, amendments, books, records, accounts, correspondence and other materials necessary to enforce such subcontracts. Also Contractor's subcontracts with its subcontractors shall specifically include CRRA as a third party beneficiary and shall provide that such subcontractors shall not be excused from any of their obligations under such subcontracts by reason of any claims, setoffs, or other rights whatsoever that they may have with or against Contractor other than through such subcontracts.

## **2.16 Contractor's Employees**

All persons employed by Contractor shall be subject and responsible solely to the direction of Contractor and shall not be deemed to be employees of CRRA.

## **2.17 Mechanic's Liens**

Contractor shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the Site or any part thereof. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any Services hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Services hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

### 3. COMPENSATION AND PAYMENT

#### 3.1 Compensation

Contractor shall be paid by CRRA for the services rendered and expenses incurred under this Agreement on the basis set forth on **Exhibit B** attached hereto and made a part hereof.

The total amount of compensation to be paid to Contractor by CRRA for all the Services to be provided pursuant to this Agreement shall be in accordance with **Exhibit B**.

The O&M Contract Price for routine operations and maintenance as set forth in **Exhibit B** shall be payable as set forth in Section 3.2 below. Contractor acknowledges and agrees that the O&M Contract Price constitutes the full compensation to Contractor for the routine operations and maintenance Services to be performed and completed by Contractor pursuant to this Agreement and includes all expenses and costs, including but not limited to any and all costs for labor, vehicles, equipment, materials and the operation and maintenance of all vehicles and equipment, to be incurred by Contractor in performing and completing such Services.

The Payment Rate Schedule for non-routine maintenance and repair services and emergency services as set forth in **Exhibit B** shall be payable as set forth in Section 3.2 below.

Except for the compensation set forth above in this Section 3.1, Contractor shall not be entitled to and CRRA shall not pay to Contractor any other compensation whatsoever for performing and completing the Services hereunder.

For employees who are eligible for and are paid a higher hourly rate for overtime than the hourly rate listed in the "Payment Rate Schedule" of **Exhibit B**, Contractor will be entitled to reimbursement for such employee overtime when such overtime is a result of more than eight (8) hours in one day and/or more than forty (40) hours in one week worked by such an employee on this Project. Such overtime will be reimbursed as provided in **Exhibit B**.

Out-of-pocket expenses shall be reimbursed at cost provided they are consistent with CRRA's Travel and Expense Policy attached hereto and made a part hereof as **Exhibit C**, except that Contractor will be deemed to have met CRRA's "Receipt" requirements of such document if Contractor provides to CRRA with each billing the following:

- (a) Receipts for all items greater than or equal to \$25; and
- (b) Copies of Contractor's expense forms itemizing expenses incurred in providing Services to CRRA.

Invoices shall be accompanied by an itemization of disbursements and costs (long-distance calls, photocopying, transcripts, expert witnesses, court costs, etc.) and travel expenses shall be itemized separately to indicate travel, lodging, business meeting, meals, taxis and limousines and other expenses (specially detailed). Disbursements will be reimbursed at the firm's cost.

Contractor shall not be compensated for any time spent preparing any billing documentation, or any information requested by CRRA's in house accountants/auditors or outside auditors, State of Connecticut auditors, or CRRA in house accounting department, or related materials.

### **3.2 Payment Procedure**

Contractor shall submit all requests for payment for Services in writing to CRRA at monthly intervals, in accordance with this Agreement.

If CRRA determines, in its sole discretion, that

- (a) The Services for which Contractor is requesting payment have been properly performed and completed in conformance with the Standards,
- (b) Contractor is not in default hereunder,
- (c) CRRA does not dispute the amount of the payment requested, and
- (d) The bill contains all of the information required hereunder,

then CRRA shall pay the amount requested within thirty (30) calendar days after its receipt of such bill.

If, however, CRRA determines that

- (a) Any of the Services for which Contractor has requested payment is not in conformance with the Standards,
- (b) Such bill does not contain all the requisite information, or
- (c) Contractor is in default hereunder,

then CRRA may, in its sole and absolute discretion, withhold all or a portion of the payment requested by Contractor and Contractor shall, if requested by CRRA, immediately take, at Contractor's sole cost and expense, all action necessary to render such Services and/or bill in conformance with the Standards, or to cure such default.

CRRA shall have no obligation under this Agreement to pay for any Services that CRRA determines have not been performed and/or completed in conformance with the Standards, and CRRA shall have no obligation to pay Contractor any amount due Contractor under this Agreement if Contractor is in default hereunder. If CRRA disputes the amount in any written request for payment submitted by Contractor, CRRA shall have the right to withhold the disputed amount until the dispute is settled. CRRA shall notify Contractor of any disputed amount and the reason(s) for disputing such amount.



### **3.3 Accounting Obligations**

Contractor shall maintain books and accounts of the costs incurred by Contractor in performing the Services pursuant to this Agreement by contract number and in accordance with generally accepted accounting principles and practices. CRRA, during normal business hours, for the duration of this Agreement, shall have access to such books and accounts to the extent required to verify such costs incurred.

### **3.4 Withholding Taxes And Other Payments**

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No workers' compensation insurance has been or will be obtained by CRRA on account of the Services to be performed hereunder by Contractor, or any of Contractor's employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.4 and Contractor hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

### **3.5 State of Connecticut Taxes**

Contractor agrees that, pursuant to *Connecticut General Statutes* § 22a-270 (as the same may be amended or superceded from time to time) CRRA is exempt from all State of Connecticut taxes and assessments. Without limiting the generality of the preceding sentence, Contractor also agrees that, pursuant to *Connecticut General Statutes* § 12-412(92) (as the same may be amended or superceded from time to time), "[t]he sales and use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any project of [CRRA] . . . whether such purchases are made directly by [CRRA] or are reimbursed by [CRRA] to the lessee or operator of such project" is not subject to Connecticut Sales and Use Taxes. Accordingly, Contractor shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Contractor's performance of this Agreement, nor shall Contractor include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. The obligations of Contractor contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Contractor of any State of Connecticut taxes or assessments in connection with its performance of this Agreement. Contractor represents and warrants that no State of Connecticut taxes or assessments were included in any rates, costs, prices or other charges presented to CRRA in any RFB or other submittal or proposal to CRRA in connection with this Agreement.

### **3.6 Audit**

CRRA reserves the right to review the reasonableness of all bills and expenses as they are billed to CRRA by Contractor. Upon reasonable notice from CRRA, Contractor agrees to allow CRRA to audit Contractor's files pertaining to CRRA's cases assigned to Contractor. Any such audit will be conducted on Contractor's premises and Contractor will be expected to produce any pertinent file information requested including Contractor's time and expense records.

## **4. TERM OF AGREEMENT**

### **4.1 Term**

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on June 30, 2013.

Contractor shall retain and maintain accurate records and documents relating to the performance of Services under this Agreement for a minimum of three (3) years after final payment by CRRA for the Services hereunder and shall make them available for inspection and audit by CRRA. Contractor's obligations under this paragraph shall survive the termination or expiration of this Agreement.

### **4.2 Time is of the Essence**

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor's performance of the Services hereunder. Accordingly, Contractor shall perform and complete any Services hereunder during the term of this Agreement in accordance with any time schedule set forth in this Agreement or mutually agreed upon by CRRA and Contractor for such Services.

### **4.3 Termination**

CRRA may terminate this Agreement at any time by providing Contractor with ten (10) days' prior written notice of such termination. Upon receipt of such written notice from CRRA, Contractor shall immediately cease performance of all Services, unless otherwise directed in writing by CRRA. Prior to any termination of this Agreement, Contractor shall remove all of its personnel and equipment from the Property, restore any part of the Property, any of the improvements located or to be located thereon, including but not limited to any access roads, or any of the Services that requires restoration pursuant to the terms and conditions of Section 4.4 hereof. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Contractor for all Services performed and completed by Contractor prior to the termination date, provided:

- (1) Such Services has been performed and completed by Contractor in conformance with the Standards;
- (2) Payment for such Services has not been previously made or is not disputed by CRRA;
- (3) Contractor is not in default hereunder; and,
- (4) Contractor has performed and completed all its obligations under this Section 4.3 and Section 4.4 hereof to CRRA's satisfaction, and

(b) CRRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Contractor in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement.

## **5. INDEMNIFICATION**

### **5.1 Contractor's Indemnity**

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

### **5.2 Material Warranty**

Contractor warrants that any equipment and materials provided for the operation and maintenance of, and any improvements made to, the System will be free from defect, and the work performed by the Contractor shall be done in a workmanlike manner consistent and in accordance with the Standards.

Contractor's warranty under this Section 5.2 shall remain in force for a period of one year following installation and use of such equipment or materials in the ordinary operation of the System (hereinafter referred to as "Warranty Period"). The Warranty Period shall not termi-

nate upon the expiration or termination of this Agreement. If at any time during the Warranty Period CRRA determines that any equipment or material provided by Contractor is defective, or any work performed by the contractor was not done in a workmanlike manner, Contractor shall promptly at its own cost and expense repair such defect or perform such work in a workmanlike manner. Any repairs to, or replacement of, such equipment or materials, and any work perform to satisfy the Contractor's warranties under this Section 5.2 shall be subject to prior approval by CRRA, and shall be performed according to Standards. Contractor shall obtain any guarantees or warranties for equipment or materials provided pursuant to this Section 5.2, and have the same assigned to CRRA, if assignable. Rendering the equipment, material or any work performed compliant with the warranties herein provided is not CRRA's exclusive remedy for the breach of the warranties by Contractor, and does not limit CRRA's rights to seek other legal or equitable remedies including but not limited to direct and consequential damages to the CRRA resulting from the provision of defective equipment, material or work.

## **6. INSURANCE**

### **6.1 Required Insurance**

Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than Five Million Dollars (\$5,000,000) each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than One Million Dollars (\$1,000,000) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) for each employee for bodily injury by disease.
- (d) Contractor's Pollution Legal Liability insurance in the amount of Five Million Dollars (\$5,000,000.00);

- (e) Contractor's property and equipment insurance covering all property and equipment owned by Contractor and used in performing any of the Services in an amount equal to one hundred percent (100%) of actual cash value.

## **6.2 Certificates**

Within five (5) days after CRRA issues the Notice Of Award, and prior to commencement of activities on site, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

## **6.3 Specific Requirements**

All policies for each insurance required hereunder shall:

- (a) Name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance/employers' liability insurance or contractor's property and equipment insurance);
- (b) Include a standard severability of interest clause;
- (c) Provide for not less than thirty (30) days' prior written notice to CRRA by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage;
- (d) Contain a waiver of subrogation holding CRRA free and harmless from all subrogation rights of the insurer; and
- (e) Provide that such required insurance hereunder is the primary insurance and that any other similar insurance that CRRA may have shall be deemed in excess of such primary insurance.

## **6.4 Issuing Companies**

All policies for each insurance required hereunder shall be issued by insurance companies that are either licensed by the State of Connecticut and have a Best's Key Rating Guide of A-VII or better, or otherwise deemed acceptable by CRRA in its sole discretion.

## **6.5 Contractor's Subcontractors**

Contractor shall either have its subcontractors covered under the insurance required hereunder, or require such subcontractors to procure and maintain the insurance that Contractor is required to procure and maintain under this Agreement.

## **6.6 No Limitation on Liability**

No provision of this Article 6 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

## **6.7 Other Conditions**

CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for:

- (a) The existence, non-existence, form or legal sufficiency of the insurance described on such certificate,
- (b) The solvency of any insurer, or
- (c) The payment of losses.

# **7. SECURITY FOR FAITHFUL PERFORMANCE**

## **7.1 Required Security**

Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of this Agreement and any extension thereof, performance bond or letter of credit (the "Performance Bond" or the "Letter Of Credit") in the full amount of the Contract Price and such Performance Bond or Letter Of Credit shall be in and drawn on the forms set forth in **Exhibit D** attached hereto and made a part hereof.

## **7.2 Submission Of Security**

Within ten (10) days after CRRA issues the Notice of Award, Contractor shall furnish CRRA with the Performance Bond or the Letter Of Credit.

## **7.3 Specific Requirements – Performance Bond**

If the surety on the Performance Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the surety elects not to renew the Performance Bond due to no fault of Contractor, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Article 7.

## **7.4 Specific Requirements – Letter Of Credit**

The Letter Of Credit required hereunder shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Letter Of Credit, Contractor notifies CRRA by registered mail that the issuer of the Letter Of Credit elects not to renew such Letter Of Credit. If the issuer of the Letter Of Credit fur-

nished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the issuer elects not to renew the Letter Of Credit due to no fault of Contractor, Contractor shall immediately substitute another letter of credit (or bond) and surety, subject to the requirements set forth in this Section 7.

### **7.5 Failure To Maintain The Security**

Failure to maintain or renew the Performance Bond or the Letter Of Credit under the aforesaid terms shall constitute a default by Contractor of this Agreement.

### **7.6 Exercise Of Rights And Remedies**

In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder or otherwise, to exercise any or all of CRRA's rights and remedies under the Performance Bond or the Letter Of Credit.

### **7.7 Issuing Companies**

The Performance Bond shall be issued and executed by a surety company or companies acceptable to CRRA. The Letter Of Credit shall be issued and executed by a Connecticut Bank or by a national banking association acceptable to CRRA.

## **8. MISCELLANEOUS**

### **8.1 Non-Discrimination**

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Services for CRRA 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, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure 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, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;

- (a) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The “Commission”);
- (b) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers’ representative and vendor of Contractor’s commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (c) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (d) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*. If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

## **8.2 Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties hereto and concerning the subject matter hereof, and supersedes any previous agreements, written or oral, between the parties hereto and concerning the subject matter hereof.

## **8.3 Governing Law**

This Agreement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Connecticut as such laws are applied to contracts between Connecticut residents entered into and to be performed entirely in Connecticut.

## **8.4 Assignment**

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party or such assignment shall be void.



## 8.5 No Waiver

Failure to enforce any provision of this Agreement or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this Agreement or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this Agreement shall affect the right of CRRA or Contractor thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this Agreement during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

## 8.6 Modification

This Agreement may not be amended, modified or supplemented except by a writing signed by the parties hereto that specifically refers to this Agreement. Any oral representations or letters by the parties or accommodations shall not create a pattern or practice or course of dealing contrary to the written terms of this Agreement unless this Agreement is formally amended, modified or supplemented.

## 8.7 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 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit E [SEEC Form 11].

## 8.8 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed via certified first class mail return receipt requested postage prepaid or overnight express mail service to the pertinent address below.

(a) If to CRRA:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: Steven Yates

With a copy to:

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103  
Attention: President

(e) If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**8.9 Benefit and Burden**

This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

**8.10 Severability**

CRRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid, illegal or in conflict with any applicable law.

**8.11 Counterparts**

This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the day and year first written above.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: \_\_\_\_\_  
Thomas D. Kirk  
Its President  
Duly Authorized

CONTRACTOR

By: \_\_\_\_\_

Its  
Duly Authorized

**EXHIBIT A**

**To**

**OPERATION AND MAINTENANCE OF  
THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND  
THERMAL OXIDIZER STATION AGREEMENT**

**SCOPE OF SERVICES**

**EXHIBIT A**

**SCOPE OF SERVICES**

**OPERATION AND MAINTENANCE OF A  
LANDFILL GAS COLLECTION SYSTEM AND  
THERMAL OXIDIZER STATION -  
ELLINGTON LANDFILL**

**INTRODUCTION**

The CRRA Ellington Landfill is located on Route 140 (Sadds Mill Road) in Ellington, Connecticut. The Landfill no longer accepts refuse or other wastes for disposal and is now closed. The CRRA operates a landfill gas collection system and thermal oxidizer station at the Landfill to withdraw gas from the Landfill in order to control odor emissions and to prevent gas migration from the Landfill to adjacent properties.

The landfill gas collection system currently consists of a perimeter gas collection system and a central gas collection system, each connected via separate header systems to separate inlets to a thermal oxidizer station located at the northeastern corner of the Landfill property. The location of the various system components is depicted on the site plan included in **Attachment 1**.

The perimeter system consists of a series of 46 gas extraction wells. 41 wells are spaced at approximately 30-foot intervals, outside the defined Landfill footprint, on the west and north sides of the Landfill. Five wells are spaced at approximately 25-foot intervals west of the transfer station. These wells are connected, via a series of header systems, to the thermal oxidizer. The perimeter system is designed to create a continuous vacuum barrier against gas migration beyond the limits of the perimeter well system and beyond the limits of the Landfill property. Recent flow rates from the perimeter system have been near 200 scfm. Gas yields are of low quality for thermal oxidizer operation, yielding gas with methane contents on the order of 2% or less. CRRA does not make any expressed or implied guarantees or warranties as to the rates of gas extraction from the perimeter gas collection system required to achieve effective control of gas migration. Operation of the perimeter system at higher rates of flow or vacuum may be required at times to insure that gas does not migrate beyond the property boundary. Operation of the perimeter system at lower rates of flow or vacuum may be required to optimize operation of the system. Contractor shall, at all times, maintain levels of methane present in the soil beyond the property line, or in any on-site or off-site structures below all applicable regulatory limits.

The central system currently includes 10 extraction wells installed within the landfilled waste mass and connected by a series of headers to the thermal oxidizer. Gas yields in the central system are of low quality, averaging 26% methane (CH<sub>4</sub>) at a flow rate of approximately 100 scfm. However, CRRA does not make any expressed or implied guarantees or warranties as to the performance of either the perimeter or central gas collection systems, the rates of gas

extraction required from the perimeter or central well systems required to control gas migration, or the methane content of any of the landfill gas collected from either system.

The perimeter and central gas collection systems are connected, via separate headers and blowers, to a thermal oxidizer station. The thermal oxidizer station consists of a thermal oxidizer unit manufactured by Callidus, Inc. Detailed specifications and the operations and maintenance plan for the thermal oxidizer station is available for review at CRRA's offices on request. Contractor shall, at all times, operate the thermal oxidizer in accordance with all manufacturer's operational and maintenance recommendations and in accordance with all applicable permits, regulations and requirements as may pertain to the operation of the oxidizer. Contractor shall perform the operation and maintenance services for the landfill gas collection system(s) and thermal oxidizer at the Ellington Landfill as detailed below.

### **CONTRACTOR'S GENERAL RESPONSIBILITIES**

1. Contractor shall be familiar with all applicable regulations, statutes, orders, permits and any other requirements to which the facility is subject and shall have responsibility for maintaining continuous compliance with all applicable environmental and operational requirements. This includes preparation and submission, as directed by CRRA, of all communication with regulatory agencies and all other activities required to maintain compliance. Contractor shall be familiar with all pertinent documents including, but not limited to **Ellington Landfill Gas Control System Operation and Maintenance Manual Volumes I and II** by Energy Tactics, the **Permit To Operate the Flare (No. 058-0027-002-01)** by CTDEP Bureau of Air Management, the **Ellington Landfill Gas Monitoring Plan** by Malcolm Pirnie, and the **Baldor Generator Operation and Maintenance Manual**.
2. Contractor shall assign and keep for the System at all times during the term of this Agreement a competent on-call Project Manager, who shall not be replaced without prior written notice to CRRA. The Project Manager shall be Contractor's representative at the Landfill and shall have authority to act on behalf of Contractor. All communications given to the Project Manager by CRRA or its agents shall be as binding as if given to Contractor.
3. Contractor shall provide, suitably qualified personnel to perform the Services as required by this Agreement. Contractor shall at all times maintain good discipline and order at the site.
4. Except in connection with the safety or protection of persons, the System or property at the site or adjacent thereto, all Services performed at the site shall be performed during the Landfill's regular business hours, and Contractor shall not permit overtime work or the performance of Services on Saturday, Sunday or any legal holiday without CRRA's prior written consent.
5. During the term of this Agreement, Contractor shall keep the Property free from accumulations of waste materials, rubbish and other debris resulting from

Contractor's performance of the Services.

6. Contractor shall update as necessary all forms used for the collection and compilation of data.

## **CONTRACTOR'S SPECIFIC RESPONSIBILITIES**

Tasks 1 through 7 describe the Contractor's specific responsibilities under this contract. The exclusion of any applicable environmental or operational requirements from these Tasks does not relieve the Contractor of its responsibility to comply with such requirements.

### **Task 1 Landfill Gas Collection System Operations and Maintenance – Routine Services**

Contractor shall, not less than twice monthly, unless otherwise indicated provide routine operations, monitoring, and maintenance services to the perimeter and central gas collection well fields and header systems as outlined herein and in the **Ellington Landfill Gas Control System Operation and Maintenance Manual, Volumes I and II, dated November 1993 by Energy Tactics, Inc.** The routine monitoring will focus on obtaining operational data to include: landfill gas flow, temperature, static pressure, gas composition (CH<sub>4</sub>, CO<sub>2</sub>, O<sub>2</sub>, and balance of gas as N<sub>2</sub>) and wellhead gas control valve position. Contractor shall inspect the components and operation of the well fields and header systems and perform preventative maintenance tasks as needed. Contractor shall determine any needed repairs, replacements and modifications necessary to the proper operation and performance of the well field and header systems and promptly report these items, in writing, to CRRA as part of the required progress reports. CRRA will direct Contractor to perform such work at CRRA's discretion. This task includes the following activities:

#### **Task 1.1 Routine Well Field Inspections and Adjustments**

Contractor shall, not less than twice monthly, monitor each of the operating gas extraction wells on the perimeter and central gas collection systems to determine and adjust gas extraction rates, vacuum, methane concentration and other parameters to assure optimum performance of the well fields. At each wellhead, Contractor shall record:

- Valve position adjustment, if any
- Gas quality (methane, carbon dioxide, oxygen, balance gas)
- Wellhead static pressure
- Velocity pressure and/or gas flowrate
- Gas temperature
- System pressure

The goal is to balance the rates of flow from the perimeter and central well fields to optimize gas quality to the oxidizer and prevent off-site gas migration and to control odor emissions from the landfill, in accordance with all applicable regulatory standards and permits. The Contractor shall be the party solely responsible for

assuring that gas migration from the landfill does not extend beyond the property limits in concentrations in excess of 100% of the LEL and assuring that landfill gas does not accumulate in on-site buildings and structures at concentrations exceeding 25% LEL. Contractor shall also be responsible for assuring that gas emissions from the landfill are controlled such that landfill gas odors do not create a nuisance to adjacent property owners.

Contractor shall, not less than twice monthly, inspect all LFG system components of the central and perimeter well systems. Contractor shall observe the condition of all aboveground piping, including header lines, laterals, wellheads and flexible connections and perform any needed repairs. Wellhead components should be checked, including monitoring ports, valves, dust caps and thermometers. Contractor shall inspect the area surrounding all wellheads noting settlement, ponding of water, and surface conditions such as distressed vegetation.

The following tasks should be performed not less than twice monthly and in the order given since adjustments to the collection system may warrant adjustments of the thermal oxidizer. Contractor shall document all well adjustments and data collected on the forms included in **Attachments 2 and 3**.

- a. Verify that the thermal oxidizer is operating correctly; if not, refer to Section 3.2.2 of the O&M manual.
- b. Read and record, at each **perimeter** well, vacuum, % CH<sub>4</sub>, %O<sub>2</sub>, % Balance Gas, and an approximate measurement of the valve setting (it is useful to have a copy of the previous well readings with which to compare the latest readings).
- c. The target value for CH<sub>4</sub> in the perimeter wells is 0%. Most wells will show much greater methane content during a 'cold' start. Adjust the wells as follows to reach the desired objective.
  - If the % CH<sub>4</sub> at a well is greater than 10%, increase the vacuum at that well by 10%. If the previous CH<sub>4</sub> reading was also greater than 10%, and an adjustment was made at that time, increase the vacuum by 20%.
  - If the % CH<sub>4</sub> is between 2 and 10%, leave the valve setting as is.
  - If the % CH<sub>4</sub> is lower than 2%, decrease the vacuum at the well by 10%. If the previous CH<sub>4</sub> reading was also lower than 2%, and an adjustment was made at that time, decrease the vacuum by 20%.
  - Make a note of any adjustments made and the valve setting as left. Adjustments at any given well normally involve compensating adjustments to others in order to maintain flow



and keep the methane concentration at the thermal oxidizer within limits.

- d. Read and record, at each **central** well, vacuum, % CH<sub>4</sub>, %O<sub>2</sub>, % Balance Gas, Temperature, and an approximate measurement of the valve setting (as with the perimeter wells, it is useful to have a copy of the previous well readings with which to compare the latest readings).
- e. The target value for CH<sub>4</sub> in the central wells is 50%. Make adjustments to the central well valve settings according to the following criteria:
  - If the % CH<sub>4</sub> at a well is greater than 55%, increase the vacuum at that well by 10%. If the previous CH<sub>4</sub> reading was also greater than 55%, and an adjustment was made at that time, increase the vacuum by 20%.
  - If the % CH<sub>4</sub> is between 45 and 55%, leave the value setting as is,
  - If the % CH<sub>4</sub> is lower than 45%, decrease the vacuum at the well by 10%. If the previous CH<sub>4</sub> reading was also lower than 45%, and an adjustment was made at that time, decrease the vacuum by 20%.
  - - Make a note of any adjustments made and the valve setting as left.

### **Task 1.2 Routine Header System Inspections and Adjustments**

Contractor shall monitor, not less than twice monthly, the condition and performance of all header systems, operating valves, etc. and make all adjustments, together with appropriate well field adjustments, in order to optimize gas quality to the oxidizer and prevent off-site gas migration.

### **Task 1.3 Routine Maintenance**

Contractor shall complete any routine maintenance to the system as needed to assure optimum system performance at all times.

## **Task 2 Thermal Oxidizer Station Operations and Maintenance – Routine Services**

The thermal oxidizer station includes the equipment needed to provide vacuum to the collection systems to convey LFG from the wellfield to the thermal oxidizer for destruction. This equipment must be monitored and maintained in proper operating condition.

Contractor shall operate and maintain the thermal oxidizer station to assure complete combustion of all landfill gas per all applicable operating and environmental requirements, including, but not limited to regulations, permits, orders, statutes, etc. as well as per accepted best combustion practices and as described in the Operations and Maintenance Manual. The Operations and Maintenance Manual for the thermal oxidizer and all related components (including, thermal oxidizer, blowers, valves and actuators, electrical components and controls, filter systems, etc.) shall be provided to Contractor. At no time during the operation of the thermal oxidizer station shall Contractor allow the oxidizer to be non-operational for a period of more than 4 hours without notification of CRRA.

The control system for the thermal oxidizer requires careful attention in order for the system to operate as intended. The thermal oxidizer can operate with a broad range of central and perimeter gas flows, but may require adjustments as those flows vary over time. It is therefore vitally important that a routine is followed whereby the collection system and thermal oxidizer are monitored and adjusted to meet the operational requirements specified in the O&M Manual and compensate for variations in ambient conditions, particularly changes in season.

Contractor shall monitor the thermal oxidizer station twice per month. Contractor shall inspect all piping and station components, perform any required repairs or maintenance, and record the time, length and reason for any system downtime. Contractor shall perform and document all maintenance activities on the thermal oxidizer station at the frequency set forth in **Attachment 4**. These routine operational and maintenance activities shall include the following:

- a. Check pens and paper supply in chart recorders; replace if the Paper will run out before the next planned visit;
- b. Clean system components as needed;
- c. Lubricate system components as needed;
- d. Inspect, tighten, repair or replace fittings, gauges, pipe connectors and tubing connectors as needed;
- e. Record the level of condensate in the tanks (record on **Attachment 3**), remove condensate as needed;
- f. Examine all piping, tubing, flexible well connector tubing and ductwork for signs of leaks, warping or heat damage, repair or replace as needed;
- g. Examine gas and combustion air blowers for leakage, excessive vibration, bearing noise, etc., repair as needed;
- h. Check operation of knockout tank heaters and drain pipe heat tracing, monthly, from October through March. Repair as needed;
- i. Verify operation of the shed heater, repair as needed;
- j. Check that pressure/vacuum lines to the magnehelics and flow pressure transducers are clear;
- k. Check combustion air inlet filters for contamination; clean or replace when

pressure drop exceeds 1.0 inch W.C.;

- l. Check supply of propane, order as needed and record;
- m. Check stack guy wire tension; tighten as necessary;
- n. Remove and clean or replace flame arrestors when differential pressure exceeds 2" W.C.;
- o. Check drive belts on connection air blower and air compressor, replace as indicated;
- p. Change oil in the air compressor every 2 months;
- q. Grease electric motor bearings (3 blowers and Ronk rotary phase converter) every month;
- r. Clean flame scanner and sight ports every month; and
- s. Verify operation of autodialer system every six months and update system contact list as necessary.

The following parameters will be observed and recorded on **Attachment 5** as appropriate. The information will be gathered at the individual components and at the station control panel.

#### General

- Date and Time
- Weather Conditions and barometric pressure
- Monitoring personnel

#### Header Inlet (Central and Perimeter Systems)

- Inlet vacuum
- Gas Quality (methane, carbon dioxide, oxygen and balance gas)
- Gas Flow rates
- Valve Settings
- Demister/filter pressure differential

#### Blowers (Central and Perimeter Systems)

- Blower status and amperage
- Discharge valve settings
- Blower Inlet Pressure
- Blower Outlet Pressure
- Blower Bearing Temperature
- Inlet and outlet gas temperatures

#### Thermal Oxidizer Station

- Central gas manual valve settings
- Combustion air actuating manual valve setting
- Combustion temperature
- Stack oxygen percentage
- Flame arrestor DP (central and perimeter systems)

Condensate removal and disposal, waste oil removal and disposal, and pilot fuel procurement shall be the responsibility of the Contractor. The cost of these three items shall not be included in the Contractor's bid. Instead, the cost of these three items will be paid by the Contractor and passed through to CRRA without any markup. CRRA reserves the right to negotiate with any suitable third party to perform these services for the Contractor.

### **Task 3 On-Site and Off-Site Landfill Gas Migration Monitoring**

Contractor shall perform on and off-site perimeter and structure landfill gas migration monitoring as outlined herein and further detailed in the Ellington Landfill Gas Monitoring Plan by Malcolm Pirnie, April 2000.

#### **Task 3.1 Perimeter Gas Probe Monitoring**

Contractor shall perform routine on-site landfill gas migration monitoring at 18 locations. These locations consist of a series of permanently installed gas monitoring probes constructed along the perimeter of the landfill.

Contractor will monitor and inspect the perimeter gas monitoring probes twice-monthly and visually inspect each gas probe and note any damage. Damage must be reported to CRRA and repaired as soon as possible. Contractor will test each monitoring probe for methane (%LEL) using a suitable, properly calibrated instrument. Results of twice-monthly inspections and testing will be recorded on the form included in **Attachment 6**. In the event that landfill gas is detected in any of these gas probes above 100%LEL, Contractor shall immediately notify CRRA and perform off-site monitoring as outlined below.

#### **Task 3.2 On-Site Structure Monitoring**

Contractor shall perform routine on site structure monitoring at all on-site structures twice per month. Contractor shall inspect to ensure proper operation of all continuous structure monitors (currently in scale house and office) during each monitoring event. Contractor shall test each structure for methane (%LEL) using a suitable, properly calibrated instrument. Results of twice-monthly inspections and testing will be recorded on the form included in **Attachment 6**. **In the event that landfill gas is detected in any structure above 25%LEL, Contractor shall immediately notify CRRA and implement the Contingency Plan detailed in Section 5.2 of the Ellington Landfill Gas Monitoring Plan by Malcolm Pirnie, April 2000 and perform off-site monitoring as outlined below.**

Contractor shall be responsible for all costs associated with the proper maintenance and calibration of all on-site continuous methane monitors according to the manufacturer's specifications.

### **Task 3.3 Off-Site Gas Monitoring (if required)**

**In the event that landfill gas is detected in any of these gas probes above 100%LEL, or in any on-site structure above 25%LEL, Contractor shall immediately notify CRRA and implement the Contingency Plan detailed in Section 5.2 of the Ellington Landfill Gas Monitoring Plan by Malcolm Pirnie, April 2000. Contractor shall perform off-site monitoring as detailed below and document the monitoring on the form included in Attachment 7.**

Using a bar punch or similar tool, the technician will install temporary probes a minimum of every 100 feet or as needed to identify the area affected by the migrating landfill gas. The bar punch will be driven to a depth of at least 36 inches. Soil gas will be tested in each probe using a suitable, properly calibrated and maintained instrument. In addition to soil gas probes, Contractor shall test all potential receiving structures in the vicinity of the migration incident including but not limited to, houses, drainage pipes and catch basins, utility conduits, underground structures, etc. Each soil gas probe and structure will be tested for a minimum of two minutes, or until the gas reading stabilizes.

Contractor shall notify CRRA immediately if any methane is detected in any bar punch probe or structure. Additional bar punch probes will be installed and tested as needed to determine the extent of the LFG migration. The four perimeter collection wells nearest the indicating bar punch probe(s) or structure(s) will be adjusted to increase the vacuum and rate of gas extraction at each well to intercept the migrating gas, and the Contractor will notify CRRA immediately. The indicating bar punch probes and structures, and perimeter collection wells will be monitored daily until the LFG migration is controlled.

### **Task 4 Non-Routine and Emergency Operation and Maintenance Services**

From time to time, Contractor may be required to perform non-routine operation and maintenance services or respond to emergency call-out by the system autodialer(s) or CRRA. All non-routine services (those services that are in addition to those outlined in the Scope of Work and Operations Plan) shall be performed when directed to do so by CRRA. Contractor shall not perform any non-routine operation or maintenance services (except emergency services) without prior written approval from CRRA. Contractor shall immediately respond to any call out for emergency services when required to do so in response to a call out by the autodialer(s) or as directed by CRRA. Invoicing for non-routine and emergency services shall be per the unit rates and fees as outlined in the Contract Documents.

#### **Task 4.1 Scheduled Maintenance**

Non-routine activities include unique work tasks that are aimed at improving the System's performance and increasing the quantity and quality of the landfill gas delivered to the catalytic thermal oxidizer. These work tasks will be developed from the recommendations of the monthly status reports as required above and discussions

between CRRA and the Contractor's Project Manager. This work will be reviewed and prioritized jointly by both parties. Contractor will undertake the work efforts as required, but only after receiving written authorization from CRRA to proceed.

The Non-routine work will include, but is not limited to; removal, shipping, and reinstallation of system components that require off-site servicing; and repair and/or replacement of any damaged components of the System that Contractor is not otherwise obligated to repair and replace pursuant to the Routine Services.

These services are essential for proper System operation; however, such services can be scheduled to allow for procurement of materials, equipment, scheduling of personnel, etc.

#### **Task 4.2    Unscheduled Emergency Services**

Contractor will respond to emergency situations, as determined by on-site personnel, seven (7) days a week within eight (8) hours from the time of notification of the situation by Ellington on-site personnel or call-out device. Contractor will work with CRRA to develop site-specific call out and personnel contact procedures required to implement these emergency services.

Emergency services include events that require immediate response, including, but not limited to the following:

- power outage
- emergency call-out by CRRA;
- repair of main header line break. (resulting in disrupted gas flow to the Blower Station)
- significantly reduced flow rate, and
- surging vacuum
- flameouts

#### **Task 4.3    Emergency Generator Operation and Maintenance**

Contractor shall operate and maintain the emergency generator on site as follows:

1. Upon award of the contract, prior to the beginning of the term of the contract, the Contractor shall arrange, with the CRRA Field Services Coordinator, to be trained in the operation and maintenance of the emergency generator.
2. The Contractor shall have the ability, the equipment, all licenses and insurance required to transport the emergency generator from the Shelton Landfill to the Ellington Landfill.
3. The Contractor shall operate the generator in the event of an electrical interruption. The Contractor shall report such operation to the CRRA Field Services Coordinator as soon as possible.

## **Task 5 Materials and Spare Parts Inventory**

1. Contractor shall be responsible for procuring all materials and equipment necessary for the execution, performance and completion of the Services hereunder.
2. All materials and equipment shall be of good quality and new. If required by CRRA, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
3. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor.
4. Contractor shall confine the storage of materials and equipment and the operations of workmen to areas designated by CRRA.
5. Contractor shall, at all times, maintain the spare parts inventory(s) including, but not limited to the following:

### **Wellfield Components**

- Header piping, fittings, and repair couplings
- Lateral piping, fittings and repair couplings
- Replacement wellheads
- Replacement wellhead components such as valves, thermometers, monitoring ports, pitot tubes or orifice plates and flexible connectors

### **Thermal Oxidizer Station Components**

- Flame Scanner and related parts
- Thermocouple assemblies
- Spark plug/igniter insulators, as applicable
- Panel lights
- Pressure and vacuum gauges
- Regulator
- Solenoid valve
- Damper actuator
- Blower grease and other lubricants, as needed
- Blower bearing kits, as applicable
- Filters and flame arrestors
- Tubing, flexible connectors and clamps

All spare parts purchased by Contractor shall be invoiced to CRRA in accordance with the Contract Documents. In addition to an on-site spare parts inventory, Contractor shall also establish a plan, per the requirements as outlined in the Operations Plan, whereby Contractor shall establish, and identify in his bid, a ready source of standby equipment, power source(s), etc. to assure operation of the system(s) in the event of unforeseen system outages, power failures and the like.

**This plan will be prepared for CRRA review and approval and shall be part of the Contractor's bid submittal.**

#### **Task 6 Reporting Requirements**

Contractor will provide any and all operating and monitoring data to CRRA upon request. The Contractor will notify CRRA if any monitoring results exceed any applicable limit, or as otherwise required herein, or if there are any control system upsets or downtime, within one hour of Contractor's detection of a reportable event.

A central logbook will be maintained on-site in the storage building at the thermal oxidizer station. All monitoring data and maintenance records will be inserted into the logbook on an on-going basis. The logbook will be available for review by CRRA and regulatory agency personnel at all times.

The Contractor will also maintain a computerized database of all monitoring and maintenance records. The database will facilitate recordkeeping, documentation of maintenance and tracking of long-term trends in performance. Copies of the database in an electronic format will be provided to CRRA upon request.

A Monthly status report will be prepared and sent to CRRA that recaps the data collected, action taken and/or repairs made. The monthly report will present well data including, but not limited to methane and oxygen concentrations in percent, static pressure and flow rates. The report will also summarize all inspections and maintenance items performed and a summary of system downtime and operational problems. Data collected will be analyzed monthly to determine methane and flow trends. Recommendations for changes to the system's operations and monitoring program will be included in the monthly status reports. The monthly report shall be compiled and submitted to CRRA within 10 days of the end of the month. Immediately upon Award of Contract, Contractor shall prepare and submit to CRRA, for review and approval, a draft outline of the monthly summary report. Contractor shall maintain copies of all monthly reports on-site.

#### **Task 7 Emergency Contingency Plans and Notification**

The Contractor will provide and maintain qualified operating personnel within reasonable proximity to the Landfill to provide 24-hour availability and timely response to system failures, shutdowns, emergencies, alarms, or other problems.

In the event of a system malfunction, the Contractor will immediately notify CRRA.

The thermal oxidizer station is equipped with an emergency alarm and an automatic dialer system. An alarm condition will occur at any time that the thermal oxidizer, blowers, or other equipment experiences an outage and ceases to operate for any reason. Upon notification of an alarm condition at the thermal oxidizer station, the Contractor will respond by dispatching qualified operating personnel to the landfill within **eight hours**. Contractor shall notify CRRA immediately when an outage occurs and in the event that Contractor personnel cannot be immediately dispatched to the site for any reason whatsoever. The Contractor will immediately make repairs to the thermal oxidizer station



and/or gas collection system. If the needed repairs necessitate the thermal oxidizer station to be non-operational for an extended period of time (more than eight hours), the Contractor will immediately notify CRRA.

# **ATTACHMENT 1**

## **SITE PLAN**



## ATTACHMENT 2 ELLINGTON LANDFILL PERIMETER WELLFIELD MONITORING FORM

Technician: \_\_\_\_\_ Date: \_\_\_\_\_

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

### Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

### Monitoring Equipment

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

### Well Head Data

Well	%CH4	%CO2	%O2	Balance	Static Pressure	Differential Pressure	Temperature	Flow (scfm)	Valve Position
TS-1									
TS-2									
TS-3									
TS-4									
TS-5									
P-41									
P-40									
P-39									
P-38									
P-37									
P-36									
P-35									
P-34									
P-33									
P-32									
P-31									
P-30									
P-29									
P-28									
P-27									
P-26									
P-25									
P-24									
P-23									
P-22									
P-21									

## ATTACHMENT 2, CONTINUED

### Well Head Data, Continued

Well	%CH4	%CO2	%O2	Balance	Static Pressure	Differential Pressure	Temperature	Flow (scfm)	Valve Position
P-20									
P-19									
P-18									
P-17									
P-16									
P-15									
P-14									
P-13									
P-12									
P-11									
P-10									
P-9									
P-8									
P-7									
P-6									
P-5									
P-4									
P-3									
P-2									
P-1									

# ATTACHMENT 3 ELLINGTON LANDFILL CENTRAL WELLFIELD MONITORING AND CONDENSATE STORAGE TANK MONITORING

Technician: \_\_\_\_\_ Date: \_\_\_\_\_

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

### Weather Conditions

Weather:	Temperature:	Pressure:
----------	--------------	-----------

### Monitoring Equipment

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

### Well Head Data

Well	%CH4	%CO2	%O2	Balance	Static Pressure	Differential Pressure	Temperature	Flow (scfm)	Valve Position
EW-1R									
EW-4R									
EW-5R									
EW-6R									
EW-7R									
EW-8R									
EW-9R									
FW-02									
FW-01									
TW-2R									

### Condensate Tank Data

Tank	Size (Gal)	Depth of Liquid	Gallons	Last Pumped
Flare Sta.	3,000			
Remote 1	1,000			
Remote 2	600			

# ATTACHMENT 4

## ELLINGTON LANDFILL THERMAL OXIDIZER STATION

### ROUTINE MAINTENANCE SCHEDULE/LOG

Technician: \_\_\_\_\_ Date of Service: \_\_\_\_\_

Type of Service (circle all that apply): Semi Monthly, Monthly, Semi Annually, Annually

Component	Frequency of Service (highlighted boxes indicate required frequency of service; check box to confirm service completed)				
	Semi Monthly (Twice Per Month)	Monthly (Each Month)	Semi-Annually (Twice Per Year, Jul. and Jan.)	Annually (Each Year, July)	As Needed
<b>Condensate Knockout</b>					
Check Liquid Level	<input checked="" type="checkbox"/>				
Drain Liquid					<input checked="" type="checkbox"/>
Inspect Internal Coating and Gasket		<input checked="" type="checkbox"/>			
Check Filters/Differential Pressures	<input checked="" type="checkbox"/>				
Replace Central Filter					<input checked="" type="checkbox"/>
Replace Perimeter Filter					<input checked="" type="checkbox"/>
Tighten Cover Bolts				<input checked="" type="checkbox"/>	
Check Drain Piping			<input checked="" type="checkbox"/>		
Check Heat Tracing (October - March)		<input checked="" type="checkbox"/>			
<b>Automatic Valves</b>					
Inspect Quench Air Intake Valve		<input checked="" type="checkbox"/>			
Operate Perimeter Vent Valve		<input checked="" type="checkbox"/>			
Operate Perimeter Header Valve		<input checked="" type="checkbox"/>			
Operate Central Header Valve		<input checked="" type="checkbox"/>			
<b>Landfill Gas Blowers</b>					
Inspect Foundation and Mounting				<input checked="" type="checkbox"/>	
Check Blower Amperage			<input checked="" type="checkbox"/>		
Check Blower Housing	<input checked="" type="checkbox"/>				
Check Motor Operation	<input checked="" type="checkbox"/>				
Check Piping and Fittings	<input checked="" type="checkbox"/>				
Check Bearing Temperature	<input checked="" type="checkbox"/>				
Check Bearing Noise	<input checked="" type="checkbox"/>				
Check Vibration Level	<input checked="" type="checkbox"/>				
Check for Leaks	<input checked="" type="checkbox"/>				
Inspect Couplings	<input checked="" type="checkbox"/>				
Check Motor Ventilation Openings			<input checked="" type="checkbox"/>		
Check Wire Connections				<input checked="" type="checkbox"/>	
Drain Liquid From Blower Housing					<input checked="" type="checkbox"/>
Lubricate Blowers		<input checked="" type="checkbox"/>			

## ROUTINE MAINTENANCE SCHEDULE/LOG CONTINUED

Technician: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Component	Frequency of Service				
	(highlighted boxes indicate required frequency of service; check box to confirm service completed)				
	Semi Monthly (Twice Per Month)	Monthly (Each Month)	Semi- Annually (Twice Per Year, Jul. and Jan.)	Annually (Each Year, July)	As Needed
<b>Piping</b>					
Check Valves for Proper Operation					
Tighten Flange Bolts					
Check Flange Gaskets for Leaks					
Inspect Condition of Expansion Joints					
Check For Leaks, Warping					
<b>Phase Converter</b>					
Check Bearing Noise					
Lubricate Bearings					
<b>Flame Arrestor</b>					
Clean Arrestor Element Per Manufact.					
Check Pressure Drop Across Element					
<b>Propane System</b>					
Check Propane Supply					
Order Propane					
Check Propane Supply Pressure					
Check Solenoid Manual Override					
Clean Solenoid Valve					
Clean Pressure Regulator Vent					
Check Connections For Leaks					
<b>Flare Control Panel</b>					
Clean & Maintain Instruments Per Man.					
Replace Circular Chart Paper					
Replace Circular Chart Pen Tips					
Check Enclosure For Moisture					
Check Wire Connections					
Test Panel Lights/Alarms					



# ROUTINE MAINTENANCE SCHEDULE/LOG CONTINUED

Technician: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Component	Frequency of Service (highlighted boxes indicate required frequency of service; check box to confirm service completed)				
	Semi Monthly (Twice Per Month)	Monthly (Each Month)	Semi-Annually (Twice Per Year, Jul. and Jan.)	Annually (Each Year, July)	As Needed
<b>Flare Control Panel (Continued)</b>					
Verify Emergency Shutdown		<input type="checkbox"/>			
Verify Auto Restart		<input type="checkbox"/>			
Inspect And Clean Magnahelics		<input type="checkbox"/>			
Clean Flow Pressure Transducers				<input type="checkbox"/>	
Check and Clean Thermocouples				<input type="checkbox"/>	
Replace Inlet Thermocouple					<input type="checkbox"/>
Replace Outlet Chart Thermocouple					<input type="checkbox"/>
Replace Second Outlet Thermocouple					<input type="checkbox"/>
<b>Quench Air System</b>					
Inspect and Clean Air Intake Filter			<input type="checkbox"/>		
Replace Air Intake Filter					<input type="checkbox"/>
Check Belts		<input type="checkbox"/>			
Replace Belts					<input type="checkbox"/>
Calibrate Inlet Control Valve Positioner				<input type="checkbox"/>	
<b>Thermal Oxidizer</b>					
Inspect Site Glass	<input type="checkbox"/>				
Clean Site Glass	<input type="checkbox"/>				<input type="checkbox"/>
Verify Temp. Within Permitted Range	<input type="checkbox"/>				
Inspect Refractory Lining				<input type="checkbox"/>	
Clean Flame Scanner(s)		<input type="checkbox"/>			
Check/Adjust Stack Guy Wire Tension				<input type="checkbox"/>	
<b>Air Compressor</b>					
Check Oil	<input type="checkbox"/>				
Change Oil					<input type="checkbox"/>
Schedule Waste Oil Pickup					<input type="checkbox"/>
<b>Condensate Tanks</b>					
Record Liquid Level In Each Tank	<input type="checkbox"/>				
Schedule Condensate Removal					<input type="checkbox"/>
<b>Autodialer</b>					
Verify Operation/Test System			<input type="checkbox"/>		
Update/Re-Program Contact List					<input type="checkbox"/>

**ATTACHMENT 5  
 ELLINGTON LANDFILL GAS CONTROL SYSTEM  
 THERMAL OXIDIZER STATION FIELD DATA FORM**

Technician: \_\_\_\_\_ Date: \_\_\_\_\_

Start Time: \_\_\_\_\_ Finish Time: \_\_\_\_\_

**Weather Conditions**

Weather:	Temperature:	Pressure:
----------	--------------	-----------

**Monitoring Equipment**

Gas Meter:	Serial Number:
Date Last Calibrated:	Calibration Gas Used:

**Thermal Oxidizer Data**

Inlet Temperature:	Combustion Outlet Temperature:
Temperature Set Point:	Combustion Oxygen Concentration:
Combustion Air Manual Valve Setting:	

**Gas Flow Data**

Parameter	Central Header	Perimeter Header
Methane %		
Carbon Dioxide %		
Oxygen %		
Balance Gas %		
Gas Temperature (degrees F)		
Flow Rate (SCFM)		
Header Pressure (inches H <sub>2</sub> O)		
Filter Differential Pressure (inches H <sub>2</sub> O)		
Blower Inlet Pressure (inches H <sub>2</sub> O)		
Blower Outlet Pressure (inches H <sub>2</sub> O)		
Discharge Valve Position (% open)		
Flame Arrestor Differential Pressure (inches H <sub>2</sub> O)		
Perimeter Blower in Vent Position (yes or no)		

**Comments**


**ATTACHMENT 6**  
**ELLINGTON LANDFILL ON-SITE STRUCTURE AND**  
**PERIMETER GAS PROBE MONITORING FORM**

Technician: \_\_\_\_\_

Date: \_\_\_\_\_

Start Time: \_\_\_\_\_

Finish Time: \_\_\_\_\_

**Weather Conditions**

Weather: \_\_\_\_\_

Temperature: \_\_\_\_\_

Pressure: \_\_\_\_\_

**Hand-Held Monitoring Equipment**

Gas Meter: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Date Last Calibrated: \_\_\_\_\_

Calibration Gas Used: \_\_\_\_\_

**ON SITE STRUCTURES**

Structure	Monitoring Location (Floor, Ceiling, etc)	Time of Reading	Reading on Hand-Held %LEL/%CH <sub>4</sub>	Reading on Continuous Monitor %LEL/%CH <sub>4</sub>	Date Continuous Monitor Last Calibrated
Scale House					
Scale Pit					NA
Transfer Sta. Office					
Tipping Floor					NA
Trailer Loadout Area					NA
Shed At Flare					NA
Former Res. Dropoff					NA

**PERIMETER MONITORING PROBES**

Probe	Reading on Hand-Held %LEL/%CH <sub>4</sub>	Time of Reading	Comments, Odors, Stressed Vegetation, etc.
GP-1			
GP-2			
GP-3			
GP-4			
GP-5			
GP-6			
GP-7			
GP-7			
GP-9			
GP-10			
GP-11			
GP-12			
GP-13			
GP-14			
GP-15			
GP-16			
GP-17			
GP-18			



**EXHIBIT B**

**EXHIBIT B**

To

**OPERATION AND MAINTENANCE OF  
THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND  
THERMAL OXIDIZER STATION AGREEMENT**

**O&M CONTRACT PRICE AND PAYMENT RATE  
SCHEDULE**

## **CONTRACT PRICE AND PAYMENT RATE SCHEDULE**

[The Contract Price And Payment Rate Schedule will be added by CRRA based on the successful Bidder's Bid Price And Payment Rate Schedule Form, as such Form may be modified as a result of negotiations between CRRA and the successful Bidder.]

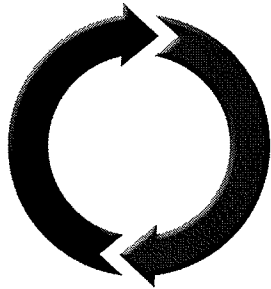
**EXHIBIT C**

**To**

**OPERATION AND MAINTENANCE OF  
THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND  
THERMAL OXIDIZER STATION AGREEMENT**

**CRRA TRAVEL AND EXPENSE POLICY**





**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

# **TRAVEL POLICY AND EXPENSE REPORTING**

**BOARD OF DIRECTORS POLICY AND PROCEDURE  
NUMBER 032**

**APPROVED BY CRRA BOARD OF DIRECTORS  
SEPTEMBER 29, 2005**

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# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## TRAVEL POLICY AND EXPENSE REPORTING

### 1. GENERAL STATEMENT

This Travel Policy and Expense Reporting guide presents the policies that all CRRA employees (hereafter “employee(s)”) must adhere to in the planning and conducting of their business travel and their reimbursement requests. CRRA requires that all travel expenditures and their accountings meet the Internal Revenue Service requirements of “ordinary, necessary and reasonable” and should be conservative and consistent with the nature of the business assignment. These policies safeguard CRRA and protect the employee from being assessed additional taxable income. All employees are expected to fully comply with the policies and instructions in this guide. Reimbursements for actual and necessary expenses made to Directors of CRRA shall be made consistent with the provisions of this Travel Policy And Expense Reporting guide; however, as stated in the Connecticut General Statutes, Directors shall not be required to obtain pre-approval from the President for any expenses.

### 2. APPROVALS

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all overnight trips out of state, except in an emergency. It is the obligation of the employee to obtain this prior approval and no reimbursement will be made without this approval.

Prior written approval by the President or the employee’s Division Head at least one (1) week in advance is required for all employee trips that are for educational seminars, professional conferences, vendor-initiated field trips, and industry organization events.

To obtain written approval, the employee must complete the overnight travel form, and, if a cash advance is requested, complete a cash advance form that estimates the out-of-pocket expenses, and submit the completed form(s) to the appropriate Division Head or President in as far in advance as possible of departure date.

### 3. TRANSPORTATION

Transportation expenses should be kept to a minimum. The most direct and practical route should be selected.

## **3.1 Rental Automobile**

Rental car expenses will be paid by CRRA and whenever possible should be billed directly to CRRA to take advantage of CRRA's tax-exempt status and any other discounts available to CRRA.

### **3.1.1 Insurance**

#### **3.1.1.1 Business Use Of A Rental Automobile**

Employees on business do not need to purchase additional insurance coverage (collision damage waiver or excess liability) from the rental company. The Corporate Insurance Program covers these risks. Please note that all vehicles must be rented in CRRA's name to have CRRA's policy cover the employee.

#### **3.1.1.2 Personal Use Of A Rental Automobile**

Employees are prohibited from using a CRRA rental automobile for personal use. Personal use that is incidental to CRRA business use will be covered by the CRRA insurance policy as long as the vehicle was rented in CRRA's name. Incidental usage is defined as usage of the vehicle that is directly related to business usage (e.g. mileage to get meals on a business trip).

## **3.2 Business Use Of Employee's Car**

### **3.2.1 Reimbursement Rate**

The reimbursement rate for an employee's use of their personal automobile for CRRA business is the IRS approved rate, as adjusted from time to time by the IRS, for employee use of their personal car on business. The above mileage reimbursement allowance for business use of an employee's vehicle is calculated in a manner that takes into account all auto-related expenses, including the cost of carrying insurance (without a deductible). Therefore, CRRA will not reimburse an employee for vehicle damage or personal liability that occurs while a personal automobile is being used on CRRA business if the employee drives their personal vehicle 2,500 miles per year or more. This includes any deductible that may apply. However, if an employee's vehicle is driven on company business 2,500 miles or less annually, and is involved in a motor vehicle accident, CRRA will reimburse the employee through the normal expense reimbursement process for their physical damage deductible up to a maximum of \$500.00 per accident. Evidence of the payment of the deductible by the employee must be provided to CRRA in order to receive reimbursement. (Traveling on business does not include any travel involved in commuting to or from work, lunch time errands or anything other than authorized business use). Before an employee seeks the foregoing reimbursement for the use of his personal automobile, the

employee shall provide CRRA with written evidence of his personal automobile insurance with limits as required by the Connecticut General Statutes. The foregoing written proof shall be kept on file in the CRRA Finance Division.

### **3.2.2 Mileage Calculation**

In all travel away from the CRRA office, the employee will be reimbursed using the shortest distance between points. For travel from Hartford to a CRRA facility, the President shall cause the shortest distance to be determined and the President shall cause such determination to be made available to employees. Unless approved by an employee's Division Head, employees shall use the distances determined by the President in all requests for reimbursement for travel from Hartford to a CRRA facility. An employee may request and the employee's Division Head may approve distances other than those determined by the President in extraordinary circumstances when, for reasons beyond the control of the employee, the route of the shortest distance was not reasonably available for use.

In calculating mileage, the normal commute mileage to and from the employee's home to the employee's assigned place of work must be deducted from the total trip mileage. For example, if the total trip mileage equals 100 miles, and normal commute mileage equals 20 miles, CRRA will reimburse the employee for 80 miles. This is in accordance with Internal Revenue Service and State of Connecticut policy.

### **3.2.3 Tolls/Parking**

No receipts are necessary for tolls or parking unless they exceed five (\$5.00) dollars.

## **3.3 Air Travel**

All air travel requires prior approval from the CRRA President. For approved travel, CRRA will reimburse employees only for coach accommodations. Employees are encouraged to inquire about discount packages and to take advantage of the least costly route whenever possible. When an employee plans a trip, the reservations should be made as far in advance as practical to obtain the lowest rate. All approved air travel for the previous month shall be reported to the CRRA Board of Directors at its next Board Meeting.

## **3.4 Taxis**

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible. Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

### **3.5 CRRA Owned Automobiles**

Please refer to the CRRA Vehicle Usage Policy adopted by the CRRA Board of Directors at its November 21, 2003, Board of Directors Meeting.

#### **4. MEALS**

Permissible expenditures for meals and tips depend on location and circumstances. Only reasonable and customary charges will be allowed and reimbursed by CRRA. An exception may be granted by the President in unusual circumstances. In-state breakfast, lunch, and dinner will not be reimbursed unless they involve a business meeting.

#### **5. LODGING**

Lodging accommodations in reasonable and economically priced single occupancy rooms, including customary tips, are reimbursable if the employee has to stay away from home overnight because of unfinished business or an early morning business meeting.

Employees should request government rates at the time of making reservations.

#### **6. INCIDENTALS**

The incidentals allowance encompasses such things as gratuities and one telephone call a day of reasonable duration to the employee's home. It is anticipated that the cost of such calls generally will appear on the employee's hotel bill.

#### **7. PERSONAL EXPENSES**

Some travel expenses are considered personal and CRRA will not reimburse them. The following, while not all inclusive, lists examples of such personal expenses that are not reimbursable expenses: amusements, athletic events, barbers, books for personal reading, athletic court or gym costs, damage to luggage, fines, hair stylists, magazines, newspapers, movies, and saunas.

#### **8. OTHER BUSINESS EXPENSES**

With prior approval of the President, CRRA will reimburse an employee for the incidental costs necessary to further an important CRRA business purpose. Any foregoing expense must be reported to the Board at the Board's next Board of Directors meeting. Any such expense must be documented by showing the following:

- The name(s) of the person or persons and the location and nature of the expense.
- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

## **9. EXPENSE REPORTING**

All expense reporting must be submitted to CRRA using the CRRA expense reimbursement form(s) within twenty working days after the day the employee returns from his/her trip.

## **10. RECEIPTS**

Employees shall obtain receipts for all travel expenses, exclusive of mileage reimbursement. This includes receipts for all meals, airfare, bus fare, taxi, toll or parking charges in excess of \$5.00 dollars, limousine, hotel, and registration fees. Travel expenses in excess of the stated guidelines herein will be reimbursed only if all receipts accompany expense vouchers. Expenses submitted without a receipt, except for gratuity and certain transfer charges, may not be reimbursed.

Original receipts are required for all entertainment.

## **11. EXCEPTIONS**

Exceptions to these travel and expense guidelines will be authorized only upon the prior authorization of President when the circumstances warrant. Any such exception to these travel and expense guidelines should be documented and the President should notify the CRRA Board of Directors of such exception at the Board's next Board Meeting.

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### **ORIGINAL**

Approved by: Board of Directors  
Effective Date: 05/20/04

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### **REVISION 1**

Prepared by: Jim Bolduc, Chief Financial Officer  
Approved by: Board of Directors  
Effective Date: 09/29/05

**EXHIBIT D**

**To**

**OPERATION AND MAINTENANCE OF  
THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND  
THERMAL OXIDIZER STATION AGREEMENT**

**PERFORMANCE BOND FORM**

**AND**

**LETTER OF CREDIT FORM**



# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. The below addresses are to be used for giving required notice.

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

--	--

**OWNER** (Name and Address):

Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 <sup>th</sup> Floor Hartford, CT 06103-1722
--

**AGREEMENT**

<b>DATE:</b>	
<b>AMOUNT:</b>	
<b>PROJECT DESCRIPTION</b> <small>(Including Name and Location):</small>	Operation & Maintenance of the Ellington Landfill Gas Collection System & Thermal Oxidizer Station Ellington Landfill 217 Sadds Mill Road (Route 140) Ellington, Connecticut 06029

**BOND**

<b>BOND NUMBER:</b>	
<b>DATE:</b> (Not earlier than Agreement Date)	
<b>AMOUNT:</b>	DOLLARS (\$ _____ )

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on Pages 2 and 3 hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

<b>SIGNATURE:</b>		<b>SIGNATURE:</b>	
<b>NAME AND TITLE:</b>		<b>NAME AND TITLE:</b>	

## TERMS AND CONDITIONS TO PERFORMANCE BOND

1. The Contractor and the Surety jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the foregoing Agreement, the terms of which are incorporated herein by reference. Any singular reference to the Contractor, the Surety, the Owner or any other party herein shall be considered plural where applicable.
2. If the Contractor performs the Agreement, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default (as hereinafter defined), the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default (as hereinafter defined) and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after the receipt of such notice to discuss methods of performing the Agreement. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default (as hereinafter defined) and formally terminated the Contractor's right to complete the Agreement. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.
  - 3.3 The Owner has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Agreement in accordance with the terms of the agreement with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Agreement; or
  - 4.2 Undertake to perform and complete the Agreement itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Agreement, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Agreement, and pay to the Owner the amount of damages described in Paragraph 6; or
  - 4.4 Waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness under the circumstances:
    - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Agreement, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Agreement;
  - 6.2 Additional legal and delay costs resulting from the Contractor's Default and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its successors and assigns.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions

of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.

12.1 Balance of the Agreement Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.

12.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

# LETTER OF CREDIT

To Be Issued By a Connecticut Bank Or By a National Banking Association

Irrevocable Standby Letter Of Credit No.	[LETTER OF CREDIT #]		
Issuance Date:	[DATE]	Expiration Date:	[DATE]
Beneficiary:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103		

Gentlemen:

We hereby establish our Irrevocable Standby Letter Of Credit No. **[Letter Of Credit #]** in favor of the "Beneficiary," Connecticut Resources Recovery Authority ("CRRA"), at the request and for the account of **[Name of Contractor]**, for the sum or sums up to the aggregate amount of **[amount of Letter Of Credit]** available for payment against your draft(s) at sight on us.

Drafts must be drawn and presented to us at this office not later than our close of business on **[Date]** or any duly extended expiration date, and each draft must bear the following clause: "Drawn Under Letter Of Credit No. **[Letter Of Credit #]**."

Drafts must be accompanied by a certified statement from the Beneficiary that **[name of Contractor]** has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Operation And Maintenance Of The Ellington Landfill Gas Collection System And Thermal Oxidizer Station Agreement between **[name of Contractor]** and CRRA, dated as of **[Date]**.

Partial drawings hereunder are permitted.

We hereby agree with you that drafts drawn under and in compliance with the above terms of this Letter Of Credit shall be duly and promptly honored on due presentation and delivery to us on or before the above-referenced expiration date or any duly extended expiration date.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Except as expressly stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of **[name of the issuing Connecticut Bank or National Banking Association]** under this Letter of Credit is the individual obligation of **[name of the issuing Connecticut Bank or National Banking Association]** and is in no way contingent upon reimbursement with respect thereto.

It is a condition of this Letter Of Credit that it is deemed to be automatically extended without amendment for one (1) year from the expiration date stated above, or any future expiration date, unless not later than ninety (90) days prior to the expiration date stated above or the then current expiration date we notify you by registered mail that we elect not to renew this Letter Of Credit for any such additional period.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter Of Credit shall be duly honored by us at your first demand, notwithstanding any contestation or dispute between you and **[name of Contractor]**, if presented to us in accordance with the provisions hereof.

This Letter of Credit is subject to and governed by the laws of the State of Connecticut, the decisions of the courts of that state, and the Uniform Customs and Practice for Documentary Credits (1993 Revision) International Chamber of Commerce Publication No. 500 and in the event of any conflict, the laws of the State of Connecticut and the decisions of the courts of that state will control. If this Letter Of Credit expires during an interruption of business of this bank as described in Article 17 of said Publication 500, **[name of issuing Connecticut Bank or National Banking Association]** hereby specifically agrees to effect payment if this Letter of Credit is drawn against within thirty (30) days after the resumption of business from such interruption.

Very truly yours,

---

Authorized Signature for  
**[name of issuing Connecticut Bank or National Banking Association]**

**EXHIBIT E**

**To**

**OPERATION AND MAINTENANCE OF  
THE ELLINGTON LANDFILL GAS COLLECTION SYSTEM AND  
THERMAL OXIDIZER STATION AGREEMENT**

**SEEC FORM 11**

**NOTICE TO EXECUTIVE BRANCH STATE  
CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION  
AND SOLICITATION BAN**

## SEEC FORM 11

### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the following page):

#### **Campaign Contribution and Solicitation Ban**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

#### **Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.