



**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR BIDS  
("RFB")**

**FOR**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS  
(RFB Number FY09-EN-003)**

**BID DUE DATE – MAY 21, 2009**

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

**April 22, 2009**

**REQUEST FOR BIDS**  
**For**  
**LANDSCAPE, MOWING AND SNOWPLOWING WORK**  
**FOR**  
**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**LANDFILLS**  
**(RFB Number FY09-EN-003)**

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

**TABLE OF CONTENTS**

1. Notice To Contractors – Request For Bids
2. Instructions To Bidders
3. Bid Form
4. Bid Price Form
5. References Form
6. Background And Experience Form
7. Subcontractor Identification Form
8. Equipment Form
9. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety
10. Certification Concerning Nondiscrimination
11. Background Questionnaire
12. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
13. Notice Of Award
  - A. Contractor's Certification Concerning Gifts [To be executed by successful bidder]
14. Agreement For Landscape, Mowing and Snowplowing Work For Connecticut Resources Recovery Authority Landfills
  - A. Scope Of Work
  - B. Site Plan
  - C. Compensation Schedule
  - D. Monthly Bill Format
  - E. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
  - F. Certification Concerning Nondiscrimination
  - G. Contractor's Certification Concerning Gifts
  - H. CRRA President's Certification Concerning Gifts

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 1**

**NOTICE TO CONTRACTORS  
REQUEST FOR BIDS**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO CONTRACTORS – REQUEST FOR BIDS

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency 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. CRRA is seeking bids from qualified contractors to furnish all materials, labor, equipment and incidentals to provide landscape, mowing and snowplowing work at CRRA’s landfills (the “Work”) for the three-year period from July 1, 2009 through June 30, 2012. The following are CRRA’s landfills (collectively, the “Landfills”):

- The Ellington Landfill, located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut 06029;
- The Hartford Landfill, located at 180 Leibert Road (in the North Meadows off of Exit 33 on I-91) in Hartford, Connecticut 06120;
- The Shelton Landfill, located at 866 River Road (Route 110) in Shelton, Connecticut 06484;
- The Wallingford Landfill, located on Pent Road (off of South Cherry Street) in Wallingford, Connecticut 06492; and
- The Waterbury Bulky Waste Landfill, located at the intersection of Highland Avenue and Highview Road in Waterbury, Connecticut 06708.

The Ellington, Shelton, Wallingford and Waterbury landfills have been closed. While the Hartford Landfill is no longer accepting shipments of waste, closure activities continue.

Bidders may submit bids to provide the Work at any or all of the Landfills. While one bid may cover multiple landfills, a separate Bid Price Form must be submitted for each landfill for which a bidder wishes to be considered.

Request For Bid (“RFB”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Wednesday, April 22, 2009**. The documents will also be available 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 on the same date. Anyone intending to pick up the documents at CRRA’s offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

There will be a **mandatory pre-bid conference** for prospective bidders at the Hartford Landfill at 9:00 a.m., Wednesday, April 29, 2009. There will also be mandatory tours of the Landfills at the following locations and times:

- Hartford Landfill – immediately following the pre-bid conference, Wednesday, April 29, 2009;
- Ellington Landfill – 11:00 a.m., Wednesday, April 29, 2009;

- Shelton Landfill – 9:00 am, Thursday, April 30, 2009;
- Wallingford Landfill – 10:30 am, Thursday, April 30, 2009; and
- Waterbury Landfill – 12:00 pm, Thursday, April 30, 2009.

All bidders must attend the mandatory pre-bid conference and the site tour for any of the Landfills for which they intend to submit a bid. Any prospective bidder intending to participate in the pre-bid conference and the site tours must contact Ronald Gingerich ([rgingerich@crra.org](mailto:rgingerich@crra.org)) or (860) 757-7703) by 10:00 a.m., Tuesday, April 28, 2009.

Sealed bids will 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., Eastern Time, on Thursday, May 21, 2009**. 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. CRRA reserves the right to waive any informality or informalities in any bid or the bidding process and to reject any or all of the bids, or any part(s) thereof. Note that all information submitted by bidder is subject to the Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to Ronald Gingerich by e-mail ([rgingerich@crra.org](mailto:rgingerich@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., Thursday, May 7, 2009. 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. Gingerich.

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 2  
INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## LANDSCAPE, MOWING AND SNOWPLOWING WORK AT CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS (RFB Number FY09-EN-003)

### CONTENTS

1. Introduction .....	1
2. RFB Projected Timeline .....	2
3. Definitions .....	3
4. Communications With CRRA Staff and Board Members .....	5
5. Scope Of Work .....	5
6. Availability of RFB Package Documents .....	5
7. Mandatory Pre-Bid Conference And Site Tour .....	6
8. Addenda And Interpretations .....	6
9. Bid Submittal Procedures .....	7
10. Bid Contents .....	8
11. Bid Opening .....	9
12. Bid Evaluation .....	9
13. Contract Award .....	11
14. Contractor's Certification Concerning Gifts .....	11
15. Bidder's Qualifications .....	11
16. Bid Preparation And Other Costs .....	11

#### 1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public agency 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. CRRA is seeking bids from qualified contractors to furnish all materials, labor, equipment and incidentals to provide landscape, mowing and snowplowing work at CRRA’s landfills (the “Work”) for the three-year period from July 1, 2009 through June 30, 2012. The following are CRRA’s landfills (collectively, the “Landfills”):

- The Ellington Landfill, located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut 06029;
- The Hartford Landfill, located at 180 Leibert Road (in the North Meadows off of Exit 33 on I-91) in Hartford, Connecticut 06120;

- The Shelton Landfill, located at 866 River Road (Route 110) in Shelton, Connecticut 06484;
- The Wallingford Landfill, located on Pent Road (off of South Cherry Street) in Wallingford, Connecticut 06492; and
- The Waterbury Bulky Waste Landfill, located at the intersection of Highland Avenue and Highview Road in Waterbury, Connecticut 06708.

The Ellington, Shelton, Wallingford and Waterbury landfills have been closed. While the Hartford Landfill is no longer accepting shipments of waste, closure activities continue.

Bidders may submit bids to provide the Work at any or all of the Landfills. CRRA will consider all bids and may award all of the Work at the five Landfills to one bidder or may divide up the Work at the Landfills among two or more bidders.

The Work will be reimbursed on a fixed unit price basis. Based on the prices provided by the successful bidder(s) and CRRA's own judgment, CRRA will establish a "not-to-exceed" contract price.

## 2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Wednesday, April 22, 2009
Mandatory Pre-Bid Conference	9:00 a.m., Wednesday, April 29, 2009
Mandatory Site Tours	Wednesday and Thursday, April 29 and 30, 2009
Deadline for Written Questions	3:00 p.m., Thursday, May 7, 2009
Response to Written Questions	No Later Than Friday, May 15, 2008
Bids Due at CRRA	3:00 p.m., Thursday, May 21, 2009
Selection and Notice of Award Issued	Friday, June 19, 2009

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) Agreement For Landscape, Mowing And Snowplowing Work At Connecticut Resources Recovery Authority [NAME OF LANDFILL(S) FOR WHICH CONTRACTOR SELECTED] Landfill(s) (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) **Landfills:** Collectively, the Ellington Landfill, the Hartford Landfill, the Shelton Landfill, the Wallingford Landfill and the Waterbury Landfill.
- (d) **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.
- (e) **Notice Of Award:** Written notification from CRRA to an 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.
- (f) **Project:** The provision by the successful bidder(s) of landscape, mowing and snowplowing work at Connecticut Resources Recovery Authority Landfills during the three-year period from July 1, 2009 through June 30, 2012, in accordance with the Contract Documents.
- (g) **Properties:** Collectively, the certain parcel of real property owned by CRRA located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the Ellington Landfill (the "Ellington Landfill"); the certain parcel of real property leased by CRRA located at 180 Leibert Road in Hartford, Connecticut, upon which property CRRA formerly operated and is now in the process of closing a

certain sanitary landfill known as the Hartford Landfill (the “Hartford Landfill”); the certain parcel of real property owned by CRRA located at 866 River Road (Route 110) in Shelton Connecticut, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the Shelton Landfill (the “Shelton Landfill”); the certain parcel of real property leased by CRRA located on Pent Road in Wallingford, Connecticut upon which Property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the Wallingford Landfill (the “Wallingford Landfill”); and the certain parcel of real property owned by CRRA located at 109 Nichols Drive (the intersection of Highland Avenue and Highview Street) in Waterbury, Connecticut, upon which property CRRA formerly operated and now provides post-closure monitoring and maintenance series for operates a certain sanitary landfill known as the Waterbury Landfill (the “Waterbury Landfill”);

(h) **RFB Package Documents:**

- (1) Notice To Contractors – Request For Bids;
- (2) Instructions To Bidders;
- (3) Bid Form;
- (4) Bid Price Forms (separate Form for each Landfill);
- (5) References Form;
- (6) Background And Experience Form;
- (7) Subcontractor Identification Form;
- (8) Equipment Form;
- (9) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (10) Certification Concerning Nondiscrimination;
- (11) Bidder’s Background Questionnaire;
- (12) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- (13) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
- (14) Agreement For Landscape, Mowing And Snowplowing Work At Connecticut Resources Recovery Authority [NAME OF LANDFILL(S) FOR WHICH CONTRACTOR SELECTED] Landfill(s), including:
  - A. Scope Of Work;
  - B. Site Plan;
  - C. Compensation Schedule;
  - D. Monthly Bill Format;
  - E. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
  - F. Certification Concerning Nondiscrimination;
  - G. Contractor’s Certification Concerning Gifts; and
  - H. President’s Certification Concerning Gifts.

- (i) **Sites:** Those areas of the Properties 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 Work**

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto to provide landscape, mowing and snowplowing work at CRRA's Landfills (the "Work") for the three-year period from July 1, 2009 through June 30, 2012.

Bidders may submit bids to provide the requested Work at any or all of the Landfills. CRRA may select a bidder to provide the requested Work at any or all of the Landfills for which bidder has requested consideration in its bid.

The Work for each of the Landfills is more particularly described in **Exhibit A** ("Scope Of Work") and **Exhibit B** ("Site Plan") of the Agreement attached hereto and made a part hereof. Only the portions of **Exhibit A** and **Exhibit B** pertaining to the Landfill(s) for which a bidder has been successful will be included in the Agreement between CRRA and a successful bidder. Specific instructions about how the Work is to be performed at each of the Landfills are included in the Agreement.

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

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Wednesday, April 22, 2009 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFB: Landscape, Mowing And Snowplowing Work For Connecticut Resources Recovery Authority Landfills" link.

The RFB Package Documents are in PDF format. All of the forms included in the documents are also available for downloading in Microsoft Word format at the same place on CRRA's web site where the PDF of the RFB is located. Prospective bidders can fill the forms out by typing the answers on their computer's keyboard. The forms can then be

printed and submitted with the bid. CRRA encourages firms to make use of the downloaded Word forms.

The RFB Package Documents are also available 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 on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance.

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

**There will be a mandatory pre-bid conference for all prospective bidders. The mandatory pre-bid conference will be held at the Hartford Landfill, 180 Leibert Road, Hartford, Connecticut 06120 at 9:00 a.m., Wednesday, April 29, 2009.**

**There will also be site tours at each of the Landfills as follows:**

- Hartford Landfill – immediately following the pre-bid conference, Wednesday, April 29, 2009;
- Ellington Landfill – 11:00 a.m., Wednesday, April 29, 2009;
- Shelton Landfill – 9:00 am, Thursday, April 30, 2009;
- Wallingford Landfill – 10:30 am, Thursday, April 30, 2009; and
- Waterbury Landfill – 12:00 pm, Thursday, April 30, 2009.

All bidders must attend the mandatory pre-bid conference and the site tour for any of the Landfills for which they intend to submit a bid.

Any prospective bidder intending to participate in the pre-bid conference and the site tour must contact Ronald Gingerich ([rgingerich@crra.org](mailto:rgingerich@crra.org) or (860) 757-7703) by 10:00 a.m., Tuesday, April 28, 2009. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

Bids submitted by a bidder who did not attend the mandatory pre-bid conference shall be rejected. Bids submitted by a bidder for a landfill who did not attend the mandatory site tour for that landfill shall be rejected. Alternate times for visiting the Landfills will not be allowed.

## **8. Addenda And Interpretations**

CRRA may issue Addenda to the RFB Package Documents 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 re-

ceived from potential bidders. Any request for interpretation or clarification of any documents included in the RFB Package Documents must be **submitted in writing to Ronald Gingerich, by e-mail (rgingerich@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., Thursday, May 7, 2009.

Addenda, if any, issued prior to the mandatory pre-bid conference and site tours will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the RFB 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.crca.org> on the "Business Opportunities" page under the "RFB: Landscape, Mowing And Snowplowing Work At Connecticut Resources Recovery Authority Landfills" heading).

Addenda issued after the mandatory pre-bid conference and site tours will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tours and will be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Landscape, Mowing And Snowplowing Work At Connecticut Resources Recovery Authority Landfills" 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, Thursday, May 21, 2009** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. Bids received after the time and date set forth above shall be rejected.

Each bidder must submit one (1) original and two (2) copies of its bid. The original bid shall be stamped or otherwise marked as such.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Landscape, Mowing And Snowplowing Work At CRRA Landfills – [INSERT THE NAME(S) OF THE LANDFILL(S) FOR WHICH THE BID IS SUBMITTED]."

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 14 of the RFB Package Documents), 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 a letter requesting modification or withdrawal that is signed by the person who signed the cover letter for the bid or other person authorized to commit the bidder to contractual arrangements with CRRA. The letter must be delivered to the Ronald Gingerich, Connecticut Resources Recovery Authority, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 at any time prior to the bid due date.

## **10. Bid Contents**

Bids shall be submitted on forms provided by CRRA as part of the RFB Package Documents, 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) A title page for the bidder's bid, including the title of the project, the name of the bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with CRRA, which includes the following:
  - (1) The name of the bidder;
  - (2) The legal structure of the bidder (e.g., corporation, joint venture, etc.) and the state in which the bidder is organized;
  - (3) A clear statement indicating that the attached bid constitutes a firm and binding offer by the bidder to CRRA considering the terms and conditions outlined in the RFB Package Documents and noting any technical exceptions taken thereto; and
  - (4) The bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 122.2 of this Instructions To Bidders);
- (c) Table of Contents for the bidder's bid;
- (d) The Bid Form (Section 3 of the RFB Package Documents), with the landfill(s) for which the bid is submitted checked in the appropriate place (Page 1), Addenda, if any, listed in the appropriate place (Page 3), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (e) The completed Bid Price Form (Section 4 of the RFB Package Documents) for each Landfill for which the bidder wishes to be considered;
- (f) The completed References Form (Section 5 of the RFB Package Documents);

- (g) The completed Background And Experience Form (Section 6 of the RFB Package Documents);
- (h) The completed Subcontractor Identification Form (Section 7 of the RFB Package Documents);
- (i) The completed Equipment Form (Section 8 of the RFB Package Documents);
- (j) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 9 of the RFB Package Documents), 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;
- (k) The completed Certification Concerning Nondiscrimination (Section 10 of the RFB Package Documents), with the bidder's nondiscrimination policies and procedures attached;
- (l) The completed Bidder's Background Questionnaire (Section 11 of the RFB Package Documents); and
- (m) 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 RFB 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.

## 11. 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.**

## 12. 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.

### **12.1 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.

### **12.2 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 9 of the RFB Package Documents));
- (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 9 of the RFB Package Documents));
- (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 9 of the RFB Package Documents));
- (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 10(j) 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 10(b)(4) of this Instructions To Bidders).



### **13. 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 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.

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

Pursuant to *Connecticut General Statutes* Section 4-252, an apparently successful bidder 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 an apparently successful bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which a 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 the RFB Package Documents (see Attachment A to Section 13 of the RFB Package Documents).

### **15. 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.

### **16. 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.

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 3**

**BID FORM**



**BID FORM**

**PROJECT:** Various

**RFB NUMBER:** FY09-EN-003

**CONTRACT FOR:** Landscape, Mowing and Snowplowing Work For Connecticut Resources Recovery Authority Landfills

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

**1. LANDFILL(S) FOR WHICH BID IS SUBMITTED**

In the table below, place a check mark in the box for the landfill(s) for which the bidder wishes to be considered.

<input type="checkbox"/>	Ellington Landfill
<input type="checkbox"/>	Hartford Landfill
<input type="checkbox"/>	Shelton Landfill
<input type="checkbox"/>	Wallingford Landfill
<input type="checkbox"/>	Waterbury Landfill

**2. 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.

**3. 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) Deliver to CRRA the requisite certificates of insurance;
- (d) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award, if any, along with any other documents required by the Contract Documents; and
- (e) Satisfy all other conditions of the Notice Of Award.

#### **4. 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 prices specified in Bid Price Form set forth in this Bid, 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*.

#### **5. 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 Package Documents, 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 prices for the Work submitted on its Bid Price Form.

**6. 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.

**7. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS**

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in the RFB Package Documents relating to the surface, subsurface and other conditions of the Sites 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 Sites;
- (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 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.

**8. 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.

**9. 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.

**10. 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.

#### **11. 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.

#### **12. 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 Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

#### **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 for each Landfill for which the bidder wishes to be considered;
- (b) The completed References Form;
- (c) The completed Background And Experience Form;
- (d) The completed Subcontractor Identification Form;
- (e) The completed Equipment Form;
- (f) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (g) Certification Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached;
- (h) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; 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 1:	
Address 2:	
City, State, Zip Code	
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** \_\_\_\_\_, 2009

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

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 4**

**BID PRICE FORM**



**BID PRICE FORM  
ELLINGTON LANDFILL**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK  
AT  
CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS  
(RFB Number 09-EN-003)**

**ELLINGTON LANDFILL**

Bidder affirms that the bid prices below represent the entire cost to complete the Work 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 the lawn care industry or 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:	

Task	# Per Year	Year 1 (07/01/09 – 06/30/10)		Year 2 (07/01/10 – 06/30/11)		Year 3 (07/01/11 – 06/30/12)		TOTAL FOR 3 YEARS
		Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	
Bi-Weekly Mowing	11	\$	\$	\$	\$	\$	\$	\$
Landfill Mowing	1	\$	\$	\$	\$	\$	\$	\$
Gas System Vegetative Control	5	\$	\$	\$	\$	\$	\$	\$
Drainage System Vegetative Control	1	\$	\$	\$	\$	\$	\$	\$
Snowplowing – 3" to 6" snow fall	5	\$	\$	\$	\$	\$	\$	\$
Snowplowing – 6" to 12" snow fall	3	\$	\$	\$	\$	\$	\$	\$
Snowplowing – 12" to 18" snow fall	2	\$	\$	\$	\$	\$	\$	\$
Snowplowing – Greater than 18" snow fall	1	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>		\$	\$	\$	\$	\$	\$	\$

<sup>1</sup> Total Price equals the "Price For Each" multiplied by the "# Per Year."

## NOTES:

### **Bi-Weekly Mowing** (Section 1 of the Scope Of Work) consists of the following:

- (a) Mowing all lawn and landscaped areas, including the Landfill side of Route 140 (Sadds Mill Road), both sides of the road between the transfer station and the thermal oxidizer station and around the thermal oxidizer station enclosure; and
- (b) Trimming around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures described in (a) and all areas described in (a) that are not accessible with push or ride-on mowing equipment.

### **Landfill Mowing** (Section 2 of the Scope Of Work) consist of the following:

- (a) Mowing all slopes and flat areas on the Landfill (except areas of large trees and shrubbery) and the sides of all interior gravel access roads;
- (b) Mowing, using a power trimmer or similar equipment, all areas that are not accessible with mowing equipment; and
- (c) Trimming all vegetation from around all above-ground piping, gas wells, utilities and structures on the Landfill.

### **Gas System Vegetative Control** (Section 3 of the Scope Of Work) consists of the following:

- (a) Clearing and maintaining walking paths to all gas extraction wells;
- (b) Clearing and maintaining vegetation around all gas extraction wells; and
- (c) Clearing overhead vegetation within 15 feet of the oxidizer station fence line.

### **Drainage System Vegetative Control** (Section 4 of the Scope Of Work) consists of clearing brush and excessive vegetation from all drainage channels, ditches, berms, rock-lined downchutes and other drainage features.

### **Snowplowing** (Section 5 of the Scope Of Work) consists of plowing the following areas whenever 3 or more inches of frozen precipitation falls:

- (a) The paved road from the transfer station exit road to the thermal oxidizer station, including the turnaround at the station;
- (b) The paved access road encircling a portion of the perimeter of the Landfill from just inside the Landfill entrance; and
- (c) The paved access road to the top of the Landfill that begins from the transfer station access road.

Snowplowing Services shall be paid based on the depth of snow plowed. Provide prices for the various depths specified on the Bid Price Form



**BID PRICE FORM  
HARTFORD LANDFILL**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK  
AT  
CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS  
(RFB Number 09-EN-003)**

**HARTFORD LANDFILL**

Bidder affirms that the bid prices below represent the entire cost to complete the Work 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 the lawn care industry or 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:	

Task	# Per Year	Year 1 (07/01/09 – 06/30/10)		Year 2 (07/01/10 – 06/30/11)		Year 3 (07/01/11 – 06/30/12)		TOTAL FOR 3 YEARS
		Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	
Bi-Weekly Mowing	11	\$	\$	\$	\$	\$	\$	\$
Landfill Mowing "Flat" <sup>2</sup>	1	\$	\$	\$	\$	\$	\$	\$
Landfill Mowing "Steep" <sup>2</sup>	1	\$	\$	\$	\$	\$	\$	\$
Trimming and Pruning	1	\$	\$	\$	\$	\$	\$	\$
Weeding and Mulching	1	\$	\$	\$	\$	\$	\$	\$
Gas and Groundwater Well System Vegetative Control	1	\$	\$	\$	\$	\$	\$	\$
Drainage System Vegetative Control	1	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>		\$	\$	\$	\$	\$	\$	\$

<sup>1</sup> Total Price equals the "Price For Each" multiplied by the "# Per Year."

<sup>2</sup> In the "Price for Each" column, indicate the price per acre; in the "Total Price" column, indicate the cost to mow the entire +/-42 acre "Flat" area and the entire +/-54 acre "Steep" area one time per year using the per acre price indicated in the previous column.

**NOTES:**

**Bi-Weekly Mowing** (Section 1 of the Scope Of Work) consists of the following:

- (a) Mowing all lawn and landscaped areas including the sides of Leibert Road to the Landfill entrance (including the cul-de-sac), the Landfill Entrance (including all paved parking areas and side roads), both sides of the main entrance road from the main gate to the leachate storage tank and around all building and structures; and
- (b) Trimming around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures described in (a) and all areas described in (a) that are not accessible with push or ride-on mowing equipment.

**Landfill Mowing** (Section 2 of the Scope Of Work) consist of the following:

- (a) Mowing the Bulky Waste/Interim Ash Area and the Phase 1 Ash Area;
- (b) Mowing, using a power trimmer or similar equipment, all areas that are not accessible with mowing equipment; and
- (c) Trimming all vegetation from around all above-ground piping, gas wells, utilities and structures on the Landfill disposal area.

Due to ongoing filling and closure operations at the Landfill, vegetation is often being removed and replanted in various areas of the Landfill. For this reason, bidders are asked to give a price for landfill mowing on a per acre basis. The actual price paid by CRRRA will be calculated based on the actual number of acres mowed (as measured in the field and agreed upon by CRRRA and Contractor) multiplied by the per acre price.

**Trimming And Pruning** (Section 3 of the Scope Of Work) consist of trimming and pruning all landscape plantings including evergreens, shrubbery, bushes and ornamental trees in areas covered by the Bi-Weekly Mowing Services.

**Weeding And Mulching Services** (Section 4 of the Scope Of Work) consist of the following:

- (a) Weeding landscape beds and removing unwanted vegetation from around the planting areas; and
- (b) Providing a 3 inch depth of bark mulch (not wood mulch) around all plantings in the landscape beds.

**Gas and Groundwater Well Access** (Section 5 of the Scope Of Work) consists of the following:

- (a) Clearing and maintaining walking paths free of brush and vegetation to all above-ground piping and gas extraction wells within the Bulky Waste/Interim Ash Area and the four groundwater flow control wells;
- (b) Clearing and maintaining vegetation around all gas extraction wells and the four groundwater flow control wells.

**Drainage System Vegetative Control** (Section 6 of the Scope Of Work) consists of clearing brush and excessive vegetation from all drainage channels, ditches, berms, rock-lined downchutes and other drainage features.





**BID PRICE FORM  
SHELTON LANDFILL**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK  
AT  
CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS  
(RFB Number 09-EN-003)**

**SHELTON LANDFILL**

Bidder affirms that the bid prices below represent the entire cost to complete the Work 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 the lawn care industry or 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:	

Task	# Per Year	Year 1 (07/01/09 – 06/30/10)		Year 2 (07/01/10 – 06/30/11)		Year 3 (07/01/11 – 06/30/12)		TOTAL FOR 3 YEARS
		Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	
Bi-Weekly Mowing	11	\$	\$	\$	\$	\$	\$	\$
Landfill Mowing	1	\$	\$	\$	\$	\$	\$	\$
Trimming and Pruning	1	\$	\$	\$	\$	\$	\$	\$
Gas System Vegetative Control	5	\$	\$	\$	\$	\$	\$	\$
Drainage System Vegetative Control	1	\$	\$	\$	\$	\$	\$	\$
Monthly Metal Hydroxide Cell Mowing	5	\$	\$	\$	\$	\$	\$	\$
Snowplowing – 3" to 6" snow fall	5	\$	\$	\$	\$	\$	\$	\$
Snowplowing – 6" to 12" snow fall	3	\$	\$	\$	\$	\$	\$	\$
Snowplowing – 12" to 18" snow fall	2	\$	\$	\$	\$	\$	\$	\$
Snowplowing – Greater than 18" snow fall	1	\$	\$	\$	\$	\$	\$	\$
Sanding	1	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>		\$	\$	\$	\$	\$	\$	\$

<sup>1</sup> Total Price equals the "Price For Each" multiplied by the "# Per Year."

**NOTES:**

**Bi-Weekly Mowing** (Section 1 of the Scope Of Work) consists of the following:

- (a) Mowing all lawn and landscaped areas, including the Landfill side of Route 110 (River Road), the Landfill entrance, paved parking areas and side roads, the main entrance roadway and around all buildings and structures; and
- (b) Trimming around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures described in (a) and all areas described in (a) that are not accessible with push or ride-on mowing equipment.

**Landfill Mowing** (Section 2 of the Scope Of Work) consist of the following:

- (a) Mowing all areas within the Landfill disposal area (primary landfill and the Northeast and Southeast Ash areas);
- (b) Mowing, using a power trimmer or similar equipment, all areas that are not accessible with mowing equipment; and
- (c) Trimming all vegetation from around all above-ground piping, gas wells, utilities and structures on the Landfill disposal area.

**Trimming And Pruning** (Section 3 of the Scope Of Work) consist of trimming and pruning all landscape plantings including evergreens, shrubbery, bushes and ornamental trees in areas covered by the Bi-Weekly Mowing Services.

**Gas System Vegetative Control** (Section 4 of the Scope Of Work) consists of the following:

- (a) Clearing and maintaining of continuous walking paths for access to all gas extraction and monitoring wells. All vegetation shall be cleared to a maximum ground height of 6 inches and a minimum width of 5 feet and all overhead vegetation within 8 feet of the ground shall be cleared;
- (b) Clearing and maintaining of vegetation around all gas extraction wells. All vegetation shall be cleared to a maximum ground height of 6 inches and a minimum radius of 5 feet and all overhead vegetation within 8 feet of the ground shall be cleared;
- (c) Clearing and maintaining of overhead vegetation outside the thermal oxidizer station enclosure and the generator enclosure. All overhead vegetation within 15 feet of the fence line shall be cleared;
- (d) Removal of all vegetation inside the thermal oxidizer enclosure and mowing of all vegetation inside the generator enclosure, without damaging any of the conduits, electrical wires, or other components of the facility; and
- (e) Removal of all vegetation around the Northeast and Southeast vaults and lift stations, and the main lift station.

**Drainage System Vegetative Control** (Section 5 of the Scope Of Work) consists of clearing brush and excessive vegetation from all drainage channels, ditches, berms, rock-lined downchutes and other drainage features.

**Metal Hydroxide Cell Mowing** (Section 6 of the Scope Of Work) consists of the following:

- (a) Mowing the vegetative grass cover on the Metal Hydroxide cell; and
- (b) Trimming all grass around signs, fencing and posts.

**Snowplowing** (Section 7 of the Scope Of Work) consists of plowing the following areas whenever 3 or more inches of frozen precipitation falls:

- (a) All paved areas from the north gate at the southern entrance to the site, past the old scale, and down to the flare station;

- (b) The paved and gravel access road to the top of the Primary Landfill;
- (c) The gravel access road to the metal hydroxide area; and
- (d) The gravel perimeter access road around the Primary Landfill, the Northeast Ash Area and the Southeast Ash Area, including all connecting roads.
- (e) Contractor shall clear snow from in front of all swinging gates including the north gate of the southern entrance to the site, the gate near the old truck wash, the gates at the flare and generator enclosure, and the gate at the north end of the landfill.

Snowplowing Services shall be paid based on the depth of snow plowed. Provide prices for the various depths specified on the Bid Price Form

**Sanding** (Section 8 of the Scope of Work) consists of sanding per event in areas directed by CRRRA.



**BID PRICE FORM  
WALLINGFORD LANDFILL**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK  
AT  
CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS  
(RFB Number 09-EN-003)**

**WALLINGFORD LANDFILL**

Bidder affirms that the bid prices below represent the entire cost to complete the Work 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 the lawn care industry or 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:	

Task	# Per Year	Year 1 (07/01/09 – 06/30/10)		Year 2 (07/01/10 – 06/30/11)		Year 3 (07/01/11 – 06/30/12)		TOTAL FOR 3 YEARS
		Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	
Bi-Weekly Mowing	11	\$	\$	\$	\$	\$	\$	\$
Landfill Mowing	1	\$	\$	\$	\$	\$	\$	\$
Drainage System Vegetative Control	1	\$	\$	\$	\$	\$	\$	\$
Metal Hydroxide Cell Mowing	5	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>		\$	\$	\$	\$	\$	\$	\$

<sup>1</sup> Total Price equals the "Price For Each" multiplied by the "# Per Year."

**NOTES:**

**Bi-Weekly Mowing** (Section 1 of the Scope Of Work) consists of the following:

- (a) Mowing all lawn and landscaped areas, including the Landfill entrance, from the entrance to and around the scale house, along the Landfill site of Pent Road, Ball Road and South Cherry Street, inside the perimeter fence along Ball Road and South Cherry Street and the areas along the interior east side of the Landfill; and
- (b) Trimming around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures described in (a) and all areas described in (a) that are not accessible with push or ride-on mowing equipment.

**Landfill Mowing** (Section 2 of the Scope Of Work) consist of the following:

- (a) Mowing all slopes and flat areas on the Landfill (except areas of large trees and shrubbery) and the sides of all interior gravel access roads;
- (b) Mowing, using a power trimmer or similar equipment, all areas that are not accessible with mowing equipment; and
- (c) Trimming all vegetation from around all above-ground piping, gas wells, utilities and structures on the Landfill disposal area.

**Drainage System Vegetative Control** (Section 3 of the Scope Of Work) consists of clearing brush and excessive vegetation from all drainage channels, ditches, berms, rock-lined downchutes and other drainage features.

**Metal Hydroxide Cell Mowing** (Section 4 of the Scope Of Work) consists of the following:

- (a) Mowing the vegetative grass cover on the Metal Hydroxide cell; and
- (b) Trimming all grass around signs, fencing and posts.



**BID PRICE FORM  
WATERBURY LANDFILL**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK  
AT  
CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS  
(RFB Number 09-EN-003)**

**WATERBURY LANDFILL**

Bidder affirms that the bid prices below represent the entire cost to complete the Work 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 the lawn care industry or 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:	



Task	# Per Year	Year 1 (07/01/09 – 06/30/10)		Year 2 (07/01/10 – 06/30/11)		Year 3 (07/01/11 – 06/30/12)		TOTAL FOR 3 YEARS
		Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	Price for Each	Total Price <sup>1</sup>	
Landfill Mowing	1	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>		\$	\$	\$	\$	\$	\$	\$

<sup>1</sup> Total Price equals the "Price For Each" multiplied by the "# Per Year."

**NOTES:**

**Landfill Mowing** (Section 1 of the Scope Of Work) consist of the following:

- (a) Mowing all slopes and flat areas on the Landfill (except areas of large trees and shrubbery) and the sides of all interior gravel access roads;
- (b) Mowing, using a power trimmer or similar equipment, all areas that are not accessible with mowing equipment;
- (c) Trimming all vegetation from around all above-ground piping, gas wells, utilities and structures on the Landfill disposal area; and
- (d) Clearing brush and excessive vegetation from all drainage channels, ditches, berms, rock-lined downchutes and other drainage features.

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 5**

**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:	

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 6**

**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]

[Empty space for summarizing work performed/services provided]

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 7**

**SUBCONTRACTOR IDENTIFICATION FORM**





<b>SUBCONTRACTOR IDENTIFICATION FORM</b>
--

Bidder shall list below all subcontractor(s) Bidder intends to use in the performance of Services if Bidder is selected to perform the Services and awarded the Agreement. Bidder shall include a description of the Services to be provided by the subcontractor(s).

**Subcontractor 1**

Company Name	
Services To Be Provided	

**Subcontractor 2**

Company Name	
Services To Be Provided	

**Subcontractor 3**

Company Name	
Services To Be Provided	

**Subcontractor 4**

Company Name	
Services To Be Provided	

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 8  
EQUIPMENT FORM**



**EQUIPMENT FORM**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK  
AT  
CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS  
(RFB Number 09-EN-003)**

In the table below, list the equipment that would be used to perform the Work. For each piece of equipment, indicate the age of the equipment in years. Check one of the boxes to indicate whether the equipment is presently owned by the bidder or will be acquired if the bidder is successful.

Description of Equipment (Make, Model, Type, Etc.)	Age of Equipment (Years)	Currently Owned by Bidder	Will be Acquired if Bidder is Successful
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 9**

**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.

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 10**

**CERTIFICATION CONCERNING  
NONDISCRIMINATION**



**CERTIFICATION CONCERNING  
NONDISCRIMINATION**

This certification must be executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor") 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 "Contractor"), hereby certify that:

1. Contractor seeks to enter into the Agreement For Landscape, Mowing And Snowplowing Work At Connecticut Resources Recovery Authority Landfills (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. In carrying out its obligation under the Agreement, Contractor 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 Contractor; 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 9

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

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

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



**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 11**

**BACKGROUND QUESTIONNAIRE**



# BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

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

	Yes	No
<p>1. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor 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 Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor 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 Contractor 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"/>

	Yes	No
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which a principal, owner, officer, partner, director or stockholder of the Contractor 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"/>
<p>5. Has the Contractor or any of its principals, owners, officers, partners, directors or stockholders holding more than 50% of the stock of the Contractor ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p><i>If you answered "Yes" to Question 5, on a separate sheet of paper please explain.</i></p>	<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 Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200 9

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

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 12**

**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.

**REQUEST FOR BIDS  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 13**

**NOTICE OF AWARD**



**NOTICE OF AWARD**

**TO:** [NAME OF SUCCESSFUL BIDDER'S CONTACT]  
[NAME OF SUCCESSFUL BIDDER]  
[ADDRESS OF SUCCESSFUL BIDDER]

**PROJECT:** Various

**RFB NO.:** FY09-EN-003

**CONTRACT:** Landscape, Mowing And Snowplowing Work At Connecticut Resources Recovery Authority Landfills

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE OF BID] in response to CRRA's Notice To Contractors – Request For Bids for the above-referenced Work, which Work is more particularly described in the Agreement For Landscape, Mowing And Snowplowing Work At Connecticut Resources Recovery Authority Landfills (the "Work").

You are hereby notified that your firm has been selected to perform the Work at the [NAME OF LANDFILL(S)]. The amount of the award for the Work 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 two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the "Notices" Section (Section 7.7, Page 19) of the Agreement, signing the Agreement (Page 21), printing the signer's name under the signature line (Page 21) and printing the signer's title following the word "Its" (Page 21);
- (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, if any; 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 at the following address:

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

Dated this \_ day of \_\_, 2009.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Ronald E. Gingerich  
Title: Environmental Compliance Manager

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

By:

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

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

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

**ATTACHMENT A**

**To**

**NOTICE OF AWARD**

**CONTRACTORS CERTIFICATION CONCERNING  
GIFTS**



**CONTRACTOR'S CERTIFICATION CONCERNING GIFTS**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK  
AT  
CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS**

(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 Agreement For Landscape, Mowing And Snowplowing Work For Connecticut Resources Recovery Authority Landfills (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 December 1, 2008 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**

David Bodendorf, Senior Environmental Engineer
Ronald Gingerich, Environmental Compliance Manager
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 Christopher G. Donovan, 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 \_\_\_\_\_ 2009

\_\_\_\_\_  
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  
LANDSCAPE, MOWING AND SNOWPLOWING WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
LANDFILLS**

**SECTION 14**

**AGREEMENT  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING  
WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY  
AUTHORITY LANDFILLS**

**AGREEMENT  
FOR  
LANDSCAPE, MOWING AND SNOWPLOWING  
WORK  
FOR  
CONNECTICUT RESOURCES RECOVERY  
AUTHORITY [NAME OF LANDFILL(S)]  
LANDFILL(S)**

**Between**

**CONNECTICUT RESOURCES RECOVERY  
AUTHORITY**

**And**

**[NAME OF CONTRACTOR]**

**Dated as of July 1, 2009**

# AGREEMENT FOR LANDSCAPE, MOWING AND SNOWPLOWING WORK AT CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS

*[CRRA will modify the Agreement, including the Scope of Work, Site Plan and Compensation Schedule, as necessary to reflect the Landfill or Landfills for which the Contractor has been selected to provide the Work]*

## CONTENTS

PRELIMINARY STATEMENT .....	3
1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION .....	4
1.1 Definitions .....	4
1.2 Construction And Interpretation .....	4
2. SCOPE OF WORK .....	5
2.1 Contractor's Responsibilities .....	5
2.2 Performance and Completion of the Work .....	5
2.3 CRRA's Responsibilities .....	6
2.4 Authorized Representative Of CRRA .....	6
2.5 Direction of Work .....	6
2.6 CRRA's Inspection Rights .....	6
2.7 Access .....	7
2.8 Change in Scope of Work .....	7
2.9 Landfill and Subsurface Conditions .....	7
2.10 Methane Gases .....	8
2.11 Proprietary Information .....	8
2.12 Books and Records .....	9
2.13 Status of Contractor .....	9
2.14 Subcontractors .....	9
2.15 Contractor's Employees .....	9
2.16 Mechanic's Liens .....	9
3. COMPENSATION AND PAYMENT .....	10
3.1 Compensation .....	10
3.2 Payment Procedure .....	10
3.3 Accounting Obligations .....	12
3.4 Withholding Taxes And Other Payments .....	12
3.5 State of Connecticut Taxes .....	12
4. TERM OF AGREEMENT .....	13
4.1 Term .....	13
4.2 Time is of the Essence .....	13
4.3 Termination .....	13
4.4 Restoration .....	14
5. INDEMNIFICATION .....	14
5.1 Contractor's Indemnity .....	14



6.	INSURANCE.....	15
6.1	Required Insurance.....	15
6.2	Certificates.....	15
6.3	Specific Requirements.....	16
6.4	Issuing Companies.....	16
6.5	Contractor's Subcontractors.....	16
6.6	No Limitation on Liability.....	16
6.7	Other Conditions.....	16
7.	MISCELLANEOUS.....	17
7.1	Non-Discrimination.....	17
7.2	Entire Agreement.....	18
7.3	Governing Law.....	18
7.4	Assignment.....	18
7.5	No Waiver.....	18
7.6	Modification.....	18
7.7	Notices.....	19
7.8	Binding Effect.....	19
7.9	Severability.....	19
7.10	Counterparts.....	19
7.11	Campaign Contribution And Solicitation Prohibitions.....	20
7.12	Certification Concerning Nondiscrimination.....	20
7.13	Contractor's Certification Concerning Gifts.....	20
7.14	President's Certification Concerning Gifts.....	20
	EXHIBIT A: Scope Of Work	
	EXHIBIT B: Site Plan	
	EXHIBIT C: Compensation Schedule	
	EXHIBIT D: Monthly Bill Format	
	EXHIBIT E: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban	
	EXHIBIT F: Certification Concerning Nondiscrimination	
	EXHIBIT G: Contractor's Certification Concerning Gifts	
	EXHIBIT H: CRRA President's Certification Concerning Gifts	

This **AGREEMENT FOR LANDSCAPE, MOWING AND SNOWPLOWING WORK AT CONNECTICUT RESOURCES RECOVERY AUTHORITY [NAME OF LANDFILL(S) FOR WHICH CONTRACTOR SELECTED] LANDFILL(S)** (the "Agreement") is made and entered into as of this 1st day of July, 2009 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 SUCCESSFUL BIDDER]**, having its principal offices at **[ADDRESS OF SUCCESSFUL BIDDER]** (hereinafter "Contractor").

### **PRELIMINARY STATEMENT**

**WHEREAS** CRRA owns a certain parcel of real property located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut, upon which Ellington property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the "Ellington Landfill;"

**WHEREAS** CRRA leases a certain parcel of real property located at 180 Leibert Road in Hartford, Connecticut, upon which Hartford property CRRA formerly operated and is now in the process of closing a certain sanitary landfill known as the "Hartford Landfill;"

**WHEREAS** CRRA owns a certain parcel of real property located at 866 River Road (Route 110) in Shelton, Connecticut, upon which Shelton property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the "Shelton Landfill;"

**WHEREAS** CRRA leases a certain parcel of real property located on Pent Road in Wallingford, Connecticut, upon which Wallingford property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the "Wallingford Landfill;"

**WHEREAS** CRRA owns a certain parcel of real property located at 109 Nichols Drive (the intersection of Highland Avenue and Highview Street) in Waterbury, Connecticut, upon which Waterbury property CRRA formerly operated and now provides post-closure monitoring and maintenance services for a certain sanitary landfill known as the "Waterbury Landfill;"

**WHEREAS** CRRA now desires to enter into this Agreement with Contractor in order for Contractor to provide certain landscape, mowing and snowplowing work at the **[LIST LANDFILL(S) FOR WHICH THE AGREEMENT PERTAINS]** (the "Landfill" or "Landfills," as appropriate) from time to time in accordance with the Contract Documents.

**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:

#### 1.1.1 Addenda

“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.

#### 1.1.2 Contract Documents

“Contract Documents” means this Agreement (including all exhibits attached hereto), Notice To Contractors – Request For Bids, Instructions To Bidders, 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, any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.8 and/or Section 7.6 hereof.

#### 1.1.3 Effective Date

“Effective Date” means the date set forth above in this Agreement.

#### 1.1.4 Laws And Regulations

“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.

#### 1.1.5 Project

“Project” means all of the Work associated with this Agreement.

#### 1.1.6 Notice Of Award

“Notice Of Award” means written notification from CRRA to an 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.

### 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 WORK**

### **2.1 Contractor’s Responsibilities**

Contractor shall be responsible for furnishing all labor, tools, materials, equipment and incidentals thereto to render landscape, mowing and snowplowing work at the Landfill(s), including, but not limited to, the work described in **Exhibit A** (the “Scope of Work”) attached hereto and made a part hereof (collectively, the “Work”), as such Work may be requested from time to time by an Authorized Representative of CRRA on the terms specified in this Agreement.

### **2.2 Performance and Completion of the Work**

All Work shall be performed and completed by Contractor as an independent contractor and in a good 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 landscape, mowing and snowplowing practices;
- (d) The highest industry standards applicable to Contractor and its performance of the Work 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 Work, and Contractor shall also assist and fully cooperate with CRRA in obtaining any other applicable permits necessary to begin and complete the Work.

### **2.3 CRRA’s Responsibilities**

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

### **2.4 Authorized Representative Of CRRA**

Contractor will only perform Work upon request from an Authorized Representative of CRRA. For purposes of this Agreement, the terms “Authorized Representative of CRRA” or “Authorized Representative” shall mean CRRA’s President (the “President”) and any person designated in writing to Contractor by the President. Any Work performed at the request of anyone who is not an Authorized Representative shall not be paid for by CRRA.

### **2.5 Direction of Work**

CRRA and/or its Authorized Representative may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor’s performance of the Work hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Work, proceed to any or all remaining phases of the Works. If CRRA determines that Contractor shall not proceed with the remaining Work, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.

### **2.6 CRRA’s Inspection Rights**

Contractor’s performance of the Work 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. 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

duct the inspection. If, after any such inspection, CRRA is unsatisfied with Contractor's performance of the Work hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of CRRA, 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 schedule included in a Request. For purpose of this Section 2.6, CRRA shall mean CRRA and/or its Authorized Representative.

## **2.7 Access**

CRRA hereby grants to Contractor, during such times as directed by CRRA, access to only those areas of the Landfill(s) necessary for Contractor to perform the Work hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted at such Landfill(s) 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 Landfill(s); 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.

## **2.8 Change in Scope of Work**

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the Scope Of Work as set forth in Section 2.1 hereof, then pursuant to CRRA's request, Contractor shall promptly commence and perform the work required for such revisions, modifications or changes, which work shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Contract Price is required as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s). 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). If Contractor determines that a change in scope is necessary to complete the Work, Contractor shall notify CRRA in writing within three (3) business days.

## **2.9 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(s) 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 conditions at the Landfill(s), 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(s) and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Work 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 Work can be performed, furnished and completed in accordance with the 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(s) differs from conditions encountered by Contractor during performance of the Work, there shall be no increase in the Contract Prices as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees to such increase and/or extension.

## **2.10 Methane Gases**

Contractor acknowledges the presence of methane gases at the Landfill(s) and that, during the term of this Agreement, methane gases may be collected from such Landfill(s). Contractor covenants and agrees that it and its employees, agents, sub-consultants and materialmen shall take all necessary precautions with respect to the presence of methane gases at all times at the Landfill(s), 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 Landfill(s).

## **2.11 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 Work 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. Any material designated by CRRA in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of CRRA.

## **2.12 Books and Records**

Contractor shall maintain proper books and records containing complete and correct information on all Work 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.

## **2.13 Status of Contractor**

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Work for CRRA hereunder and that Contractor shall perform such Work 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.

## **2.14 Subcontractors**

Contractor shall consult with CRRA and obtain its approval before hiring any subcontractors to perform any Work 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.

## **2.15 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.

## **2.16 Mechanic's Liens**

Contractor shall claim no interest in the Landfill(s) or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the Landfill(s) 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 Landfill(s). 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 Work 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 Work 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**

For the Work performed and expenses incurred under this Agreement, Contractor shall be paid by CRRA on the basis set forth on Exhibit C attached hereto and made a part hereof. Contractor shall be reimbursed for Work actually performed on a unit cost basis as specified in the "Payment Rate Schedule" in Exhibit C. In no case shall the Contractor be paid more for the Work for the term of this Agreement than the amount set forth in Exhibit C as the "Not-To-Exceed Contract Price."

Contractor will not be paid for costs or expenses for Work that exceed the Not-To-Exceed Contract Price of Exhibit C. CRRA does not guarantee that the Not-To-Exceed Contract Price of Exhibit C or any amount of monies will be paid to Contractor during the term of this Agreement.

Contractor shall be solely responsible for the reporting of and payment of federal, state and local income taxes, FICA and FUTA contributions and shall maintain any insurance coverage required by state or federal law in addition to any insurance required hereunder.

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 an invoice to CRRA each month for all of the Work performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement.

Such invoice will contain at least the following information.

- (a) A description of the Work performed;
- (b) A separate listing of the price for each item of the Work performed;

- (c) The time period covered by the invoice; and
- (d) The contract number for this Agreement (to be provided by CRRA).

**Exhibit D**, attached hereto and made a part hereof, is the format for all monthly bills.

Contractor shall not be compensated for any time spent preparing any billing documentation or related materials.

If CRRA determines, in its sole discretion, that:

- (a) The Work 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 Work 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 Work 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 Work 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 Work 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 Work 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**

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or superceded from time to time), CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Work contemplated by this Agreement.

Contractor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services ("DRS") and any other applicable tax authority, with regard to such tax authorities' policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Work contemplated by this Agreement, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Con-

necticut Taxes, paid on fuel purchased for use in the performance of the Work contemplated by this Agreement.

Contractor and CRRA agree that Contractor is and shall act as an independent contractor. Notwithstanding Contractor's status as an independent contractor, but without limiting Contractor's obligation hereunder to pay, and be solely responsible for, any Connecticut taxes levied, imposed or applicable to the Work, for the sole purpose of allowing CRRA to benefit from the aforesaid exemption, CRRA shall designate, and Contractor has agreed to act, as CRRA's agent in purchasing services and equipment, machinery, parts, materials, supplies, inventories, fuel, and other items necessary to perform the Work hereunder for the account of CRRA, and with funds provided as reimbursement therefore by CRRA.

## **4. TERM OF AGREEMENT**

### **4.1 Term**

The term of this Agreement shall commence on July 1, 2009 (the "Commencement Date") and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on June 30, 2012.

Contractor shall retain and maintain accurate records and documents relating to the performance of Work under this Agreement for a minimum of three (3) years after final payment by CRRA for the Work 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**

Contractor hereby acknowledges and agrees that time is of the essence with respect to Contractor's performance of the Work hereunder. Accordingly, upon the Commencement Date of the Agreement, Contractor shall immediately commence performance of the Work and continue to perform the same during the term of this Agreement in order to complete all of the Work by the Termination Date of the Agreement.

### **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 Work, unless otherwise directed in writing by CRRA. Prior to any termination of this Agreement, Contractor shall remove all of its personnel and equipment associated with this Agreement from the Landfill(s), restore any part of the Landfill(s), any of the improvements located or to be located thereon, including but not limited to any access roads, or any of the Work 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 Work performed and completed by Contractor prior to the termination date, provided:
  - (1) Such Work has been performed and completed by Contractor in conformance with the Standards;
  - (2) Payment for such Work 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.

#### **4.4 Restoration**

Unless otherwise directed in writing by CRRA, Contractor shall:

- (a) Restore any part of the Landfill(s) or any of the improvements located or to be located thereon, other than those areas of the Landfill(s) or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage; and
- (b) Restore or repair any completed Work so disturbed or damaged to the condition required by the Contract Documents for acceptance of such Work by CRRA.

### **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, of-

ficers, 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.

## **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 Five Hundred Thousand Dollars (\$500,000) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability with limits of not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident or Five Hundred Thousand Dollars (\$500,000) for each employee for bodily injury by disease.
- (d) Contractor's Property and Equipment insurance covering all property and equipment that Contractor proposes to use in performing any of the work in an amount equal to one (100%) percent of the actual cash value.

### **6.2 Certificates**

Within ten (10) 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

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. MISCELLANEOUS

### 7.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Work 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 Work 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 Work involved;
- (b) 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”);
- (c) 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;
- (d) 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



- (e) 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.

## **7.2 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.

## **7.3 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.

## **7.4 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.

## **7.5 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.

## **7.6 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.

**7.7 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: Senior Engineer

With a copy to:

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

(b) If to Contractor:

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

**7.8 Binding Effect**

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

**7.9 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.

**7.10 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.

### **7.11 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].

### **7.12 Certification Concerning Nondiscrimination**

At the time the Contractor submitted its bid to CRRA, it simultaneously executed a document entitled Certification Concerning Nondiscrimination and said document is attached hereto and made a part of this Agreement as Exhibit F.

### **7.13 Contractor's Certification Concerning Gifts**

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit G.

### **7.14 President's Certification Concerning Gifts**

At the time of the President of CRRA's execution of this Agreement, the President of CRRA simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit H.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

**IN W-ITNESS 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

[NAME OF CONTRACTOR]

By: \_\_\_\_\_  
Its  
Duly Authorized

**EXHIBIT A**

**To**

**AGREEMENT**

**FOR**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK**

**FOR**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**[NAME OF LANDFILL(S)] LANDFILL(S)**

**SCOPE OF WORK**

*[This Scope Of Work includes the Scopes Of Work for all five of the Landfills. The Scope Of Work accompanying the Agreement for a successful Bidder will only include the Scope(s) Of Work for the Landfill(s) for which the bidder was selected for the Work.]*

# EXHIBIT A

## SCOPE OF WORK

### ELLINGTON LANDFILL

This Scope Of Work includes an anticipated frequency (i.e., bi-weekly, annually, etc.) for performance of the Work. However, the actual frequency will be determined by CRRA. Nothing in this Agreement shall be construed as a guarantee as to the amount of Work to be done. CRRA reserves the right to increase or decrease the frequency at which this Work is performed.

Contractor shall perform landscape, mowing and snowplowing services at the Ellington Landfill as follows. A site plan for the Ellington Landfill highlighting the areas described herein is included in Exhibit B.

#### 1. BI-WEEKLY MOWING

*Note: The following is NOT included in the Scope Of Work: Mowing services in the areas from the front entrance gate to the scale house, around the scale house/office, along the paved roadway from the scale house/office to the transfer station and around the transfer station. These services are currently performed by others.*

Contractor shall, on a bi-weekly basis or as directed by CRRA, perform the following services:

- (a) Mowing of all lawn and landscaped areas (except as noted above) and keeping these areas in neat and well landscaped condition. These areas include the following:
  - (1) The side of Route 140 (Sadds Mill Road) in front of the Landfill property, between the edge of the pavement and the perimeter Landfill fence;
  - (2) The sides of the paved access road from the transfer station to the thermal oxidizer station. Areas to be mowed will extend a minimum of fifteen (15) feet from the edge of pavement on both sides of the road; and
  - (3) The area around the outside of the thermal oxidizer station enclosure. This area will extend a minimum of fifteen (15) feet from the edge of the thermal oxidizer enclosure;
- (b) Trimming (using a power trimmer as needed) of areas around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures in the areas described in (a) above. In addition, all areas requiring mowing that are not accessible with a push or ride-on mowing equipment shall be trimmed.

Contractor shall inspect each area to be mowed and/or trimmed and pick up and properly dispose of all litter prior to performing mowing and trimming work.

It is anticipated that Bi-Weekly Mowing Services will be required approximately eleven (11) times per year.

## **2. LANDFILL MOWING**

The landfill consists of a large mound with steep side-slopes (on the order of 3 horizontal to 1 vertical (3H:1V)). The landfill has a soil cover (in excess of two feet thick) over the waste materials and the soil cover is densely vegetated and has an irregular surface.

There are 10 above-ground landfill gas extraction wells protruding from the central portion of the landfill surface and 44 extraction wells located on the north and west perimeter of the site. There are also a number of other utilities and structures. The Contractor must protect all existing gas wells, piping, utilities and structures on the landfill during mowing. Damage to any such wells, piping, utilities and structures by Contractor shall be immediately reported to CRRA and repaired by CRRA at Contractor's sole expense.

Contractor shall immediately repair any damage to the vegetation caused by mowing activities (disturbance of the root zone or ruts caused by Contractor's equipment) by leveling and seeding the damaged area and providing straw or equivalent mulch until vegetation is re-established. Any such damage to vegetation shall be immediately reported to CRRA and repaired by Contractor at Contractor's sole expense.

Contractor shall, on an annual basis during the first two weeks of August, or as directed by CRRA, perform the following services:

- (a) Mowing of all vegetation, with the exception of areas of large trees and shrubbery (which are to be maintained in-place as directed by CRRA). Areas shall be mowed to a uniform finished height of approximately six (6) inches.
- (b) Mowing, using a power trimmer or similar equipment, of all areas that are not accessible with mowing equipment.
- (c) Trimming of all vegetation from around all above-ground piping, gas wells, utilities and structures located on the Landfill.

CRRA makes no representations or guarantees that these areas can be mowed with standard mowing equipment.

A Landfill Mowing Service shall be complete within three (3) weeks of its start.

## **3. GAS SYSTEM VEGETATIVE CONTROL**

Currently, the landfill gas system includes 10 extraction wells located on the landfill and 44 extraction wells located on the north and west perimeter of the site.

Contractor shall, on a monthly basis or as directed by CRRA, perform the following services:

- (a) Clearing and maintaining of continuous walking paths for access to all gas extraction wells. All vegetation shall be cleared to a maximum ground height of six (6) inches and a minimum width of five (5) feet and all overhead vegetation within eight (8) feet of the ground shall be cleared.
- (b) Clearing and maintaining of vegetation around all gas extraction wells. All vegetation shall be cleared to a maximum ground height of six (6) inches and a minimum radius of five (5) feet and all overhead vegetation within eight (8) feet of the ground shall be cleared.
- (c) Clearing and maintaining of overhead vegetation outside the thermal oxidizer station enclosure. All overhead vegetation within fifteen (15) feet of the fence line shall be cleared.

It is anticipated that Gas System Vegetative Control Services will be required approximately five (5) times per year. A Landfill Mowing Service (Section 2) will include all areas subject to Gas System Vegetative Control. Therefore, in a month in which a Landfill Mowing Service occurs, a separate Gas System Vegetative Control Service will not be required.

#### **4. DRAINAGE SYSTEM VEGETATIVE CONTROL**

Contractor shall, on an annual basis or as directed by CRRA, clear brush and excessive vegetation from all drainage channels, ditches, berms, rock lined downchutes and other drainage features and maintain these drainage systems free of accumulated vegetation.

#### **5. SNOWPLOWING**

*Note: the following is NOT included in the scope of work: Plowing services in the areas from the front entrance gate to the scale, along the paved roadway from the scale to the transfer station and around the transfer station. These services are currently performed by others.*

Contractor shall plow the following areas whenever three (3) or more inches of frozen precipitation falls at the site:

- (a) The paved road from the transfer station exit road to the thermal oxidizer station, including the turnaround area adjacent to the thermal oxidizer station. Contractor shall take care not to block the entrance gate for the thermal oxidizer station with snow;
- (b) The paved access road encircling a portion of the perimeter of the site from just inside the site entrance to the end, including the turnaround area; and



- (c) The paved access road starting at the transfer station access road and continuing to the top of the landfill and back.

Plowing shall be complete by the end of the business day following the end of the precipitation.

Contractor shall be paid for snow plowing services based on the depth of snow plowed as indicated in **Exhibit C**, "Contract Price." The depth of snow shall be measured and mutually agreed upon by CRRA and the Contractor.

## **6. SITE ACCESSIBILITY**

The Contractor may access the Landfill for the purposes of performing the Work hereunder when requested of CRRA. The Landfill is no longer in operation and is staffed on a regular basis by transfer station operations personnel only. CRRA staff or an authorized representatives of CRRA must be present on-site when landscape, mowing or snowplowing services are performed, unless otherwise approved by CRRA. Contractor must provide CRRA with 24 hours notice when landscape, mowing or snowplowing services are to be performed. Contractor may access the Site only during the normal business hours, Mondays through Fridays, 7:00 a.m. to 3:00 p.m.

## EXHIBIT A

### SCOPE OF WORK

#### HARTFORD LANDFILL

This Scope Of Work includes an anticipated frequency (i.e., bi-weekly, annually, etc.) for performance of the Work. However, the actual frequency will be determined by CRRA. Nothing in this Agreement shall be construed as a guarantee as to the amount of Work to be done. CRRA reserves the right to increase or decrease the frequency at which this Work is performed.

Contractor shall perform landscape and mowing services at the Hartford Landfill as follows. Site plans (2) for the Hartford Landfill highlighting the areas described herein is included in Exhibit B.

#### 1. BI-WEEKLY MOWING

Contractor shall, on a bi-weekly basis or as directed by CRRA, perform the following services:

- (a) Mowing of all lawn and landscaped areas and keeping these areas in neat and well landscaped condition. These areas include the following:
  - (1) Both sides of Leibert Road from the intersection of Jennings Road to the Landfill entrance including the Leibert Road cul-de-sac area at the Landfill entrance. Grass shall be neatly mowed around all posts, fencing, and guardrails in this area using a power trimmer as necessary.
  - (2) All areas around the Landfill entrance, including around all paved parking areas and side roads. The areas mowed and landscaped around the Landfill entrance, paved parking areas and side roads shall extend a minimum of 15 feet from the edge of paved parking areas and side roads or to the perimeter fence on the south side of the Landfill, whichever is less;
  - (3) Both sides of the main entrance roadway from the main gate to the leachate storage tank. The areas mowed and landscaped for the main entrance roadway shall extend a minimum of 15 feet from the road shoulder or to the perimeter fence on the south side of the roadway, whichever is less; and
  - (4) Areas around all buildings and structures, including the scale house, the pretreatment building, the enclosed gas flare compound, the pump-house near the landfill entrance, the wheel wash building, the above ground fuel tank, the equipment wash-pad, the diesel fuel tank and the leachate storage tank. The areas mowed and landscaped around the above buildings and structures shall extend a minimum of 15 feet from the edge of each

structure. Connecting lawns for all of the buildings and structures shall also be mowed and landscaped.

- (b) Trimming (using a power trimmer as needed) of areas around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures in the areas described in (a) above. In addition, all areas requiring mowing that are not accessible with a push or ride-on mowing equipment shall be trimmed.

Contractor shall inspect each area to be mowed and/or trimmed and pick up and properly dispose of all litter prior to performing mowing and trimming work.

It is anticipated that Bi-Weekly Mowing Services will be required approximately eleven (11) times per year.

## **2. LANDFILL MOWING**

The landfill consists of a large mound, in excess of 100 feet in height, with steep slopes (as steep as 2 horizontal to 1 vertical (2H:1V)). The landfill has a soil cover a minimum of 18" thick over the waste materials and the soil cover is densely vegetated and has an irregular surface.

There are 75 above-ground landfill gas extraction wells protruding from the landfill surface, as well as a number of other utilities and structures. The Contractor must protect all existing gas wells, piping, utilities and structures on the landfill during mowing. Damage to any such wells, piping, utilities and structures by Contractor shall be immediately reported to CRRA and repaired by CRRA at the Contractor's sole expense.

Contractor shall immediately repair any damage to the vegetation caused by mowing activities (disturbance of the root zone or ruts caused by Contractor's equipment) by leveling and seeding the damaged area and providing straw or equivalent mulch until vegetation is re-established. Any such damage to vegetation shall be immediately reported to CRRA and repaired by Contractor at Contractor's sole expense.

The Landfill Mowing shall occur in two distinct waste disposal areas which are described below:

- (a) Bulky Waste/Interim Ash Area - This area is where bulky and non-processible wastes are deposited and is approximately 80 acres in size. Slopes in this area are as steep as 2H:1V. Of the 80 acres, CRRA estimates that approximately 15 acres will require mowing in 2009, 45 acres in 2010, and as much as 80 acres in 2011.
- (b) Phase 1 Ash Area - This area consists of a 16-acre ash monofill with slopes as steep as 2H:1V. As of April 2009, approximately seven (7) acres of this area is final capped and vegetated. It is anticipated that these seven (7) acres will

require mowing in 2009 and the entire 16-acre area will require mowing in 2010.

Contractor shall, on an annual basis during the first two weeks of August, or as directed by CRRA, perform the following services:

- (a) Mowing of all vegetation in the areas described by (a) and (b) above as directed annually by CRRA. Areas shall be mowed to a uniform finished height of approximately six (6) inches.
- (b) Mowing, using a power trimmer or similar equipment, of all areas that are not accessible with mowing equipment.
- (c) Trimming of all vegetation from around all above-ground piping, gas wells, utilities and structures located on the landfill.

CRRA makes no representations or guarantees that these areas can be mowed with standard mowing equipment.

A Landfill Mowing Service shall be complete within three (3) weeks of its start.

Due to ongoing grading and final cover operations at the Landfill, vegetation is often being removed and replanted in various areas of the Landfill. For this reason, **Exhibit C**, "Contract Price," provides a price for landfill mowing on a per acre basis for both the "Flat" 4% slope areas and the "Steep" 2H:1V and 3H:1V areas. Contractor shall be paid based on its bid pricing and the measured number of acres of respective "Flat" and "Steep" areas mowed. The measurement shall be determined by CRRA. The Contractor may be present for CRRA's measurement determining the number of acres mowed if it so desires.

CRRA anticipates the final cap for the entire site will be complete, including the establishment of vegetation, by 2011. The total landfill area requiring mowing will be approximately 96 acres, including approximately 42 acres of "Flat" areas and approximately 54 acres of "Steep" slope areas.

### **3. TRIMMING AND PRUNING**

Contractor shall, on an annual basis or as directed by CRRA, trim and prune all landscape plantings including; evergreens, shrubbery, bushes and ornamental trees located in all areas mowed as part of the Bi-Weekly Mowing Services (Section 1). Contractor shall prune and remove all overgrowth, dead limbs and branches.

Contractor shall also prune all vegetation within five (5) feet of the existing perimeter access roadways located on the northeast, north, and west sides of the landfill.

Trimming And Pruning Services shall be provided once per year for each type of planting, either in the Spring or Fall, as appropriate to the species of planting.

#### **4. WEEDING AND MULCHING**

Contractor shall, on an annual basis in July or as directed by CRRA, perform the following services:

- (a) Weeding of landscape beds and removing unwanted vegetation from around the planting areas; and
- (b) Providing a three inch depth of bark mulch around all plantings within the beds.

All landscape plantings shall be kept in good and neat condition.

#### **5. GAS AND GROUNDWATER WELL VEGETATIVE CONTROL**

Currently, the landfill has approximately 75 gas extraction wells within the Bulky Waste/ Interim Ash Area. It also has 4 groundwater flow control wells on the south side of the Landfill property.

Contractor shall, on a monthly basis or as directed by CRRA, perform the following services:

- (a) Clearing and maintaining of walking paths for access to all gas extraction wells and groundwater flow control wells. All vegetation shall be cleared to a maximum ground height of six (6) inches and a minimum width of five (5) feet.
- (b) Clearing and maintaining of vegetation around all gas extraction wells and groundwater flow control wells. All vegetation shall be cleared to a maximum ground height of six (6) inches and a minimum radius of five (5) feet.

It is anticipated that Gas and Groundwater Well Vegetative Control Services will be required approximately five (5) times per year. A Landfill Mowing Service (Section 2) will include all areas subject to Gas and Groundwater Well Vegetative Control Services. Therefore, in a month in which a Landfill Mowing Service occurs, a separate Gas and Groundwater Well Vegetative Control Service will not be required.

Due to ongoing grading and closure activities, vegetation is currently not established around many of the wells. Therefore, payment for this item will be based on the bid price for clearing paths to all of the wells described herein, and adjusted proportionally to the actual number of wells having paths cleared to and vegetation cleared around.

#### **6. DRAINAGE SYSTEM VEGETATIVE CONTROL**

Contractor shall, on an annual basis or as directed by CRRA, clear brush and excessive vegetation from all drainage channels, ditches, berms, rock-lined downchutes and other drainage features, and maintain these drainage systems free of accumulated vegetation.

## **7. SITE ACCESSIBILITY**

The Contractor may access the Landfill for the purposes of performing the Work hereunder when requested of CRRA. The Landfill is currently in operation and is manned on a regular basis by CRRA personnel. CRRA staff or CRRA's landfill operator or an authorized representative of CRRA must be present on-site when landscape or mowing services are performed, unless otherwise approved by CRRA. Contractor must provide CRRA with 24 hours notice when landscape or mowing services are to be performed. Contractor may access the site only during the normal business hours, Mondays through Fridays, 7:00 a.m. to 4:30 p.m. All personnel employed by the contractor shall sign in at the scale house each day prior to performing work.

## EXHIBIT A

### SCOPE OF WORK

#### SHELTON LANDFILL

This Scope Of Work includes an anticipated frequency (i.e., bi-weekly, annually, etc.) for performance of the Work. However, the actual frequency will be determined by CRRA. Nothing in this Agreement shall be construed as a guarantee as to the amount of Work to be done. CRRA reserves the right to increase or decrease the frequency at which this Work is performed.

Contractor shall perform landscape, mowing and snowplowing services at the Shelton Landfill as follows. A site plan for the Shelton Landfill highlighting the areas described herein is included in Exhibit B.

#### 1. BI-WEEKLY MOWING SERVICES

Contractor shall, on a bi-weekly basis or as directed by CRRA, perform the following services:

- (a) Mowing of all lawn and landscaped areas (except as noted above) and keeping these areas in neat and well landscaped condition. These areas include the following:
  - (1) Grassed areas along the Landfill side of Route 110 (River Road) from the southerly property line (the Far Mill River Bridge) to the northerly property line (the Family Golf Center);
  - (2) All areas around the Landfill entrance (south gate);
  - (3) All paved parking areas and side roads;
  - (4) Both sides of the main entrance roadway starting at the main gate and proceeding as far as the Southeast Ash area. Areas to be mowed will extend a minimum of 15 feet from the road shoulder for the main entrance roadway; and
  - (5) Areas around all buildings and structures, including the including the gray house/office at 866 River Road, the scalehouse (trailer), the pretreatment building, the enclosed gas flare compound, the generator enclosure, the gas-to energy facility and the maintenance garage near the Landfill entrance. The areas mowed and landscaped around the above buildings and structures shall extend a minimum of 15 feet from the edge of each structure. Connecting lawns for all of the buildings and structures shall also be mowed and landscaped.

- (b) Trimming (using a power trimmer as needed) of areas around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures in the areas described in (a) above. In addition, all areas requiring mowing that are not accessible with a push or ride-on mowing equipment shall be trimmed.

Contractor shall inspect each area to be mowed and/or trimmed and pick up and properly dispose of all litter prior to performing mowing and trimming work.

It is anticipated that Bi-Weekly Mowing Services will be required approximately 11 times per year.

## **2. LANDFILL MOWING SERVICES**

The Landfill consists of several sub-areas three of which are included in the Landfill Mowing Services. The three areas are as follows:

- (a) The Primary Landfill (the main 40+ acre landfill mound that is also referred to as the MSW/interim ash area). The primary Landfill consists of a large "mound", in excess of 120 feet in height, with steep sideslopes (in excess of 3 (horizontal) to 1 (vertical)). This section of the Landfill has of a thick soil cover materials (in excess of three feet in most locations) over the waste and the soil cover is densely vegetated and has an irregular surface.
- (b) The Northeast Ash Area (a 3.5 acre mound located in the extreme northeast corner of the Site), and the Southeast Ash Area (a 6.5 acre mound located in the extreme southeast corner of the Site). The Northeast Area consists of a 3.5-acre mound approximately 70 feet in height. The Southeast Area occupies about 6.5 acres and is roughly 50 feet in height. These areas have very steep slopes (2 horizontal to 1 vertical) and are terraced approximately every 20 feet. The areas are covered with dense vegetation and a two-foot thick soil cap overlying a synthetic liner (HDPE) cover.

There are over 50 aboveground landfill gas extraction wells protruding from the cover over the Primary Landfill surface, as well as a number of other utilities and structures. For the Northeast and Southeast Ash Areas, the slopes and surfaces of the terraces are equipped with a permanent erosion control fabric. There are also several drainage structures on each area consisting of rock filled gabion basket downchutes, as well as a limited number of other exposed structures, piping, utilities, etc., on or around the landfill areas. The Contractor is to protect all existing gas wells, buried and above-ground piping, utilities, erosion control matting and structures on the landfill during mowing. Damage to any such gas wells, buried and above-ground piping, utilities, erosion control matting and structures by Contractor shall be immediately reported to CRRA and repaired by CRRA at Contractor's sole expense.

Contractor shall immediately repair any damage to the vegetation caused by mowing activities (disturbance of the root zone or ruts caused by Contractor's equipment) by leveling and seeding the damaged area and providing straw or equivalent mulch until vegetation is



re-established. Any such damage to vegetation shall be immediately reported to CRRA and repaired by Contractor at Contractor's sole expense.

Contractor shall, on an annual basis between the last week of July and the second week of August, or as directed by CRRA, perform the following services:

- (a) Mowing of all vegetation, with the exception of areas of large trees and shrubbery (which are to be maintained in-place as directed by CRRA). Areas shall be mowed to a uniform finished height of approximately 6 inches.
- (b) Mowing, using a power trimmer or similar equipment, of all areas that are not accessible with mowing equipment.
- (c) Trimming of all vegetation from around all above-ground piping, gas wells, utilities and structures located on the Landfill.

CRRA makes no representations or guarantees that these areas can be mowed with standard mowing equipment.

A Landfill Mowing Service shall be complete within three (3) weeks of its start.

### **3. TRIMMING AND PRUNING SERVICES**

Contractor shall, on an annual basis or as directed by CRRA, perform the following services:

- (a) Trimming and pruning of all landscape plantings including; evergreens, shrubbery, bushes and ornamental trees located in all areas mowed as part of the Bi-Weekly Mowing Services (Section 1), with the exception of landscape plantings along Route 110 (River Road).
- (b) Pruning and removing all overgrowth, dead limbs and branches.
- (c) Trimming of woody vegetation within five (5) feet of the gravel access roadways around the Southeast and Northeast Ash Areas.
- (d) Pruning of woody vegetation within a ten (10) foot radius of all on-site overhead electrical and communications wires.

All landscape plantings shall be kept in good and neat condition.

Trimming And Pruning Services shall be provided once per year for each type of planting, either in the Spring or Fall, as appropriate to the species of planting.

#### **4. GAS SYSTEM VEGETATIVE CONTROL SERVICES**

Currently, the landfill gas system includes over 50 extraction wells located on the Primary Landfill and 12 continuous monitoring wells located on the north and west perimeter of the site.

Contractor shall, on a monthly basis or as directed by CRRA, perform the following services:

- (a) Clearing and maintaining of continuous walking paths for access to all gas extraction and monitoring wells. All vegetation shall be cleared to a maximum ground height of six (6) inches and a minimum width of five (5) feet and all overhead vegetation within eight (8) feet of the ground shall be cleared.
- (b) Clearing and maintaining of vegetation around all gas extraction wells. All vegetation shall be cleared to a maximum ground height of six (6) inches and a minimum radius of five (5) feet and all overhead vegetation within eight (8) feet of the ground shall be cleared.
- (c) Clearing and maintaining of overhead vegetation outside the thermal oxidizer station enclosure and the generator enclosure. All overhead vegetation within 15 feet of the fence line shall be cleared.
- (d) Removal of all vegetation inside the thermal oxidizer enclosure and mowing of all vegetation inside the generator enclosure, without damaging any of the conduits, electrical wires, or other components of the facility.
- (e) Removal of all vegetation around the Northeast and Southeast vaults and lift stations, and the main lift station.

It is anticipated that Gas System Vegetative Control Services will be required approximately five (5) times per year. A Landfill Mowing Service (Section 2) will include all areas subject to Gas System Vegetative Control. Therefore, in a month in which a Landfill Mowing Service occurs, a separate Gas System Vegetative Control Service will not be required.

#### **5. DRAINAGE SYSTEM VEGETATIVE CONTROL SERVICES**

Contractor shall, on an annual basis or as directed by CRRA, clear brush and excessive vegetation from all drainage channels, ditches, berms, rock lined downchutes and other drainage features and maintain these drainage systems free of accumulated vegetation.

#### **6. METAL HYDROXIDE CELL MOWING SERVICES**

Contractor shall, on a monthly basis or as directed by CRRA, perform the following services on the Metal Hydroxide (Hazardous Waste) Landfill Cell:

- (a) Mowing of the vegetative grass cover. Grass shall be cut to a depth of two (2) to three (3) inches; and
- (b) Trimming of all grass around signs, fencing and posts where needed.

It is anticipated that Metal Hydroxide Cell Monthly Mowing Services will be required approximately five (5) times per year.

## **7. SNOWPLOWING SERVICES**

Contractor shall plow the following areas whenever three (3) or more inches of frozen precipitation falls at the site:

- (a) All paved areas from the north gate at the southern entrance to the site, past the old scale, and down to the flare station;
- (b) The paved and gravel access road to the top of the Primary Landfill;
- (c) The gravel access road to the metal hydroxide area; and
- (d) The gravel perimeter access road around the Primary Landfill, the Northeast Ash Area and the Southeast Ash Area, including all connecting roads.
- (e) Contractor shall clear snow from in front of all swinging gates including the north gate of the southern entrance to the site, the gate near the old truck wash, the gates at the flare and generator enclosure, and the gate at the north end of the landfill.

Plowing shall be complete by the end of the business day following the end of the precipitation.

Contractor shall be paid for snow plowing services based on the depth of snow plowed as indicated in **Exhibit C**, "Contract Price." The depth of snow shall be measured and mutually agreed upon by CRRA and the Contractor.

## **8. SANDING SERVICES**

Contractor shall provide a price per event to sand any area on site requested by CRRA. Price shall include the amount of sand deployed per event. Sanding shall only be done when specifically requested by CRRA.

Sanding shall be complete within 24 hours of receiving a request by CRRA.

## **9. SITE ACCESSIBILITY**

The Contractor may access the Landfill for the purposes of performing the Work hereunder when requested of CRRA. The Landfill is no longer in operation and is not staffed on a

regular basis by CRRA personnel. CRRA staff, an authorized representative of CRRA or CRRA's landfill gas system operator must be present on-site when landscape, mowing or snowplowing services are performed, unless otherwise approved by CRRA. Contractor must provide CRRA with 24 hours notice when landscape, mowing or snowplowing services are to be performed. Contractor may access the Site only during the normal business hours, Mondays through Fridays, 8:00 a.m. to 4:00 p.m.

# EXHIBIT A

## SCOPE OF WORK

### WALLINGFORD LANDFILL

This Scope Of Work includes an anticipated frequency (i.e., bi-weekly, annually, etc.) for performance of the Work. However, the actual frequency will be determined by CRRA. Nothing in this Agreement shall be construed as a guarantee as to the amount of Work to be done. CRRA reserves the right to increase or decrease the frequency at which this Work is performed.

Contractor shall perform landscape and mowing services at the Wallingford Landfill as follows. A site plan for the Wallingford Landfill highlighting the areas described herein is included in Exhibit B.

#### 1. BI-WEEKLY MOWING

Contractor shall, on a bi-weekly basis or as directed by CRRA, perform the following services:

- (a) Mowing of all lawn and landscaped areas (except as noted above) and keeping these areas in neat and well landscaped condition. These areas include the following:
  - (1) The Landfill entrance, from the front entrance gate to the scale house and around the scale house;
  - (2) Along the exterior of the Landfill between Pent Road, Ball Road and South Cherry Street and the Landfill perimeter fence;
  - (3) Inside the perimeter fence along Ball Road and South Cherry Street within 10 feet of the fence; and
  - (4) The areas along the interior east side of the Landfill, between the perimeter fence and the dirt access road at the toe of the Primary Landfill slope, on both the north and south sides of the scalehouse (approximately 3.5 acres).
- (b) Trimming (using a power trimmer as needed) of areas around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures in the areas described in (a) above. In addition, all areas requiring mowing that are not accessible with a push or ride-on mowing equipment shall be trimmed.

Contractor shall inspect each area to be mowed and/or trimmed and pick up and properly dispose of all litter prior to performing mowing and trimming work.

It is anticipated that Bi-Weekly Mowing Services will be required approximately 11 times per year.

## **2. LANDFILL MOWING**

The various components of the Landfill consist of large mounds with steep side slopes (in excess of 3 (horizontal) to 1 (vertical)). The Landfill components are covered with approximately 24 inches of clean fill over the waste material and the fill is densely vegetated.

The Contractor is to protect all piping, utilities and structures on the Landfill during mowing. Damage to any such wells, piping, utilities and structures by Contractor shall be immediately reported to CRRA and repaired at Contractor's sole expense. Damage to any such gas wells, utilities and structures by Contractor shall be immediately reported to CRRA and repaired by CRRA at Contractor's sole expense.

Contractor shall immediately repair any damage to the vegetation caused by mowing activities (disturbance of the root zone or ruts caused by Contractor's equipment) by leveling and seeding the damaged area and providing straw or equivalent mulch until vegetation is re-established. Any such damage to vegetation shall be immediately reported to CRRA and repaired by Contractor at Contractor's sole expense.

Contractor shall, on an annual basis between the last week of July and the second week of August, or as directed by CRRA, perform the following services:

- (a) Mowing of all vegetation, with the exception of areas of large trees and shrubbery (which are to be maintained in-place as directed by CRRA). Areas shall be mowed to a uniform finished height of approximately six (6) inches.
- (b) Mowing, using a power trimmer or similar equipment, of all areas that are not accessible with mowing equipment.
- (c) Trimming of all vegetation from around all above-ground piping, gas wells, utilities and structures located on the Landfill.

CRRA makes no representations or guarantees that these areas can be mowed with standard mowing equipment.

A Landfill Mowing Service shall be complete within three (3) weeks of its start.

## **3. DRAINAGE SYSTEM VEGETATIVE CONTROL**

Contractor shall, on an annual basis or as directed by CRRA, clear brush and excessive vegetation from all drainage channels, ditches, berms, rock lined downchutes and other drainage features and maintain these drainage systems free of accumulated vegetation.

#### **4. METAL HYDROXIDE CELL MOWING**

Contractor shall, on a monthly basis or as directed by CRRA, perform the following services on the Metal Hydroxide (Hazardous Waste) Landfill Cell:

- (a) Mowing of the vegetative grass cover. The minimum depth of grass, as-cut, shall be two (2) inches; and
- (b) Trimming of all grass around signs, fencing and posts where needed.

It is anticipated that Metal Hydroxide Cell Monthly Mowing Services will be required approximately five (5) times per year.

#### **5. SITE ACCESSIBILITY**

The Contractor may access the Landfill for the purposes of performing the Work hereunder when requested of CRRA. The Landfill is no longer in operation and is staffed on a regular basis only by personnel at the resident drop-off area. CRRA staff or an authorized representative of CRRA must be present on-site when landscape or mowing services are performed, unless otherwise approved by CRRA. Contractor must provide CRRA with 24 hours notice when landscape or mowing services are to be performed. Contractor may access the Site only during the normal business hours, Mondays through Fridays, 8:00 a.m. to 4:00 p.m.

# EXHIBIT A

## SCOPE OF WORK

### WATERBURY LANDFILL

This Scope Of Work includes an anticipated frequency (i.e., bi-weekly, annually, etc.) for performance of the Work. However, the actual frequency will be determined by CRRA. Nothing in this Agreement shall be construed as a guarantee as to the amount of Work to be done. CRRA reserves the right to increase or decrease the frequency at which this Work is performed.

Contractor shall perform landscape and mowing services at the Waterbury Landfill as follows. A site plan for the Waterbury Landfill highlighting the areas described herein is included in Exhibit B.

#### 1. LANDFILL MOWING

The Landfill consists of a mound with one section of steep side slopes (approximately 3 (horizontal) to 1 (vertical)). The Landfill is capped with approximately 24 inches of clean fill over the waste material and the fill is densely vegetated. The total area to be mowed is approximately six acres.

The Contractor is to protect all wells, drainage structures, and any other utilities on the Landfill during mowing. Damage to any such wells, piping, utilities and structures by Contractor shall be immediately reported to CRRA and repaired at Contractor's sole expense. Damage to any such gas wells, utilities and structures by Contractor shall be immediately reported to CRRA and repaired by CRRA at Contractor's sole expense.

Contractor shall immediately repair any damage to the vegetation caused by mowing activities (disturbance of the root zone or ruts caused by Contractor's equipment) by leveling and seeding the damaged area and providing straw or equivalent mulch until vegetation is re-established. Any such damage to vegetation shall be immediately reported to CRRA and repaired by Contractor at Contractor's sole expense.

Contractor shall, on an annual basis between the last week of July and the second week of August, or as directed by CRRA, perform the following services:

- (a) Mowing of all vegetation, with the exception of the perimeter trees and shrubbery (which are to be maintained in-place as directed by CRRA). Areas shall be mowed to a uniform finished height of approximately six (6) inches.
- (b) Mowing, using a power trimmer or similar equipment, of all areas that are not accessible with mowing equipment.



- (c) Trimming of all vegetation from around all drainage channels, ditches, berms, rock lined downchutes and other drainage features and maintain these drainage systems free of accumulated vegetation.

CRRA makes no representations or guarantees that these areas can be mowed with standard mowing equipment.

A Landfill Mowing Service shall be complete within one (1) week of its start.

## **2. SITE ACCESSIBILITY**

The Contractor may access the Landfill for the purposes of performing the Work hereunder when requested of CRRA. The Landfill is no longer in operation and is not staffed on a regular basis. CRRA staff or an authorized representative of CRRA must be present on-site when landscape or mowing services are performed, unless otherwise approved by CRRA. Contractor must provide CRRA with 24 hours notice when landscape or mowing services are to be performed. Contractor may access the Site only during the normal business hours, Mondays through Fridays, 8:00 a.m. to 4:00 p.m.

**EXHIBIT B**

**To**

**AGREEMENT**

**FOR**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK**

**FOR**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**[NAME OF LANDFILL(S)] LANDFILL(S)**

**SITE PLAN**

*[This Site Plans Exhibit includes the Site Plans for all five of the Landfills. The Site Plan Exhibit accompanying the Agreement for a successful Bidder will only include the Site Plan(s) for the Landfill(s) for which the bidder was selected for the Work.]*

*[The Site Plans will be distributed at the mandatory pre-bid conference.]*

**EXHIBIT C**

**To**

**AGREEMENT**

**FOR**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK**

**FOR**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**[NAME OF LANDFILL(S)] LANDFILL(S)**

**COMPENSATION SCHEDULE**

*[This Contract Price Exhibit includes the Contract Price for all five of the Landfills. The Contract Price Exhibit accompanying the Agreement for a successful Bidder will only include the Contract Price(s) for the Landfill(s) for which the Bidder was selected for the Work.]*

**EXHIBIT C**  
**COMPENSATION SCHEDULE**

**ELLINGTON LANDFILL**

[The amounts in the "Payment Rate Schedule" will be added by CRRA based on the successful bidder's Bid Price Form, as such Form may be modified as a result of negotiations between CRRA and successful bidder. The amount in the "Not-To-Exceed Contract Price" will be added by CRRA based on the successful bidder's Bid Price Form and CRRA's own judgment.]

**PAYMENT RATE SCHEDULE**

Contractor shall be reimbursed for Work actually performed on a unit cost basis as specified below.

Task	Price for Each		
	Year 1 (07/01/09 – 06/30/10)	Year 2 (07/01/10 – 06/30/11)	Year 3(07/01/11 – 06/30/12)
Bi-Weekly Mowing <sup>1</sup>			
Landfill Mowing			
Gas System Vegetative Control <sup>2</sup>			
Drainage System Vegetative Control			
Snowplowing 3"-6" Snowfall			
Snowplowing 6"-12" Snowfall			
Snowplowing 12"-18" Snowfall			
Snowplowing Greater Than 18" Snowfall			
Total Annual Price			

<sup>1</sup> The price indicated is the price for 11 events (the price per event is the Bi-Weekly Mowing price divided by 11).

<sup>2</sup> The price indicated is the price for 5 events (the price per event is the Gas System Vegetative Control price divided by 5).

**NOT-TO-EXCEED CONTRACT PRICE**

In no case shall the Contractor be paid more for the Work for the term of this Agreement than the amount specified below, except as provided in the Agreement:

**Not-To-Exceed Contract Price: \$\_\_\_\_\_**

**EXHIBIT C**  
**COMPENSATION SCHEDULE**  
**HARTFORD LANDFILL**

[The amounts in the "Payment Rate Schedule" will be added by CRRA based on the successful bidder's Bid Price Form, as such Form may be modified as a result of negotiations between CRRA and successful bidder. The amount in the "Not-To-Exceed Contract Price" will be added by CRRA based on the successful bidder's Bid Price Form and CRRA's own judgment.]

**PAYMENT RATE SCHEDULE**

Contractor shall be reimbursed for Work actually performed on a unit cost basis as specified below.

Task	Price for Each		
	Year 1 (07/01/09 – 06/30/10)	Year 2 (07/01/10 – 06/30/11)	Year 3(07/01/11 – 06/30/12)
Bi-Weekly Mowing <sup>1</sup>			
Landfill Mowing "Flat" <sup>2</sup>			
Landfill Mowing "Steep" <sup>2</sup>			
Phase 1 Ash Area Berm Mowing			
Trimming and Pruning			
Weeding and Mulching			
Gas and Groundwater Well Access <sup>3</sup>			
Total Annual Price			

<sup>1</sup> The price indicated is the price for 11 events (the price per event is the Bi-Weekly Mowing price divided by 11).

<sup>2</sup> The prices indicated are the prices for 42 acres of "Flat" area and 54 acres of "Steep" area mowed. The actual price paid by CRRA for Landfill Mowing will be calculated based on the actual number of "Flat" and "Steep" acres mowed measured in the field and agreed upon by CRRA and Contractor multiplied by the per acre prices (the per acre prices are the "Flat" and "Steep" Landfill Mowing prices indicated above divided by 42 and 54, respectively).

**NOT-TO-EXCEED CONTRACT PRICE**

In no case shall the Contractor be paid more for the Work for the term of this Agreement than the amount specified below, except as provided in the Agreement:

**Not-To-Exceed Contract Price: \$\_\_\_\_\_**

**EXHIBIT C**  
**COMPENSATION SCHEDULE**

**SHELTON LANDFILL**

[The amounts in the "Payment Rate Schedule" will be added by CRRA based on the successful bidder's Bid Price Form, as such Form may be modified as a result of negotiations between CRRA and successful bidder. The amount in the "Not-To-Exceed Contract Price" will be added by CRRA based on the successful bidder's Bid Price Form and CRRA's own judgment.]

**PAYMENT RATE SCHEDULE**

Contractor shall be reimbursed for Work actually performed on a unit cost basis as specified below.

Task	Price for Each		
	Year 1 (07/01/09 – 06/30/10)	Year 2 (07/01/10 – 06/30/11)	Year 3(07/01/11 – 06/30/12)
Bi-Weekly Mowing <sup>1</sup>			
Landfill Mowing			
Trimming and Pruning			
Gas System Vegetative Control <sup>2</sup>			
Drainage System Vegetative Control			
Metal Hydroxide Cell Mowing <sup>3</sup>			
Snowplowing 3"-6" Snowfall			
Snowplowing 6"-12" Snowfall			
Snowplowing 12"-18" Snowfall			
Snowplowing Greater Than 18" Snowfall			
Sanding			
Total Annual Price			



- <sup>1</sup> The price indicated is the price for 11 events (the price per event is the Bi-Weekly Mowing price divided by 11).
- <sup>2</sup> The price indicated is the price for 5 events (the price per event is the Gas System Vegetative Control price divided by 5).
- <sup>3</sup> The price indicated is the price for 5 events (the price per event is the Metal Hydroxide Cell Mowing price divided by 5).

## **NOT-TO-EXCEED CONTRACT PRICE**

In no case shall the Contractor be paid more for the Work for the term of this Agreement than the amount specified below, except as provided in the Agreement:

**Not-To-Exceed Contract Price: \$\_\_\_\_\_**

**EXHIBIT C**  
**COMPENSATION SCHEDULE**  
**WALLINGFORD LANDFILL**

[The amounts in the "Payment Rate Schedule" will be added by CRRA based on the successful bidder's Bid Price Form, as such Form may be modified as a result of negotiations between CRRA and successful bidder. The amount in the "Not-To-Exceed Contract Price" will be added by CRRA based on the successful bidder's Bid Price Form and CRRA's own judgment.]

**PAYMENT RATE SCHEDULE**

Contractor shall be reimbursed for Work actually performed on a unit cost basis as specified below.

Task	Price for Each		
	Year 1 (07/01/09 – 06/30/10)	Year 2 (07/01/10 – 06/30/11)	Year 3(07/01/11 – 06/30/12)
Bi-Weekly Mowing <sup>1</sup>			
Landfill Mowing			
Drainage System Vegetative Control			
Metal Hydroxide Area Mowing <sup>2</sup>			
Total Annual Price			

<sup>1</sup> The price indicated is the price for 11 events (the price per event is the Bi-Weekly Mowing price divided by 11).

<sup>2</sup> The price indicated is the price for 5 events (the price per event is the Metal Hydroxide Area Mowing price divided by 5).

**NOT-TO-EXCEED CONTRACT PRICE**

In no case shall the Contractor be paid more for the Work for the term of this Agreement than the amount specified below, except as provided in the Agreement:

**Not-To-Exceed Contract Price: \$\_\_\_\_\_**

**EXHIBIT C**  
**COMPENSATION SCHEDULE**  
**WATERBURY LANDFILL**

[The amounts in the "Payment Rate Schedule" will be added by CRRA based on the successful bidder's Bid Price Form, as such Form may be modified as a result of negotiations between CRRA and successful bidder. The amount in the "Not-To-Exceed Contract Price" will be added by CRRA based on the successful bidder's Bid Price Form and CRRA's own judgment.]

**PAYMENT RATE SCHEDULE**

Contractor shall be reimbursed for Work actually performed on a unit cost basis as specified below.

Task	Price for Each		
	Year 1 (07/01/09 – 06/30/10)	Year 2 (07/01/10 – 06/30/11)	Year 3 (07/01/11 – 06/30/12)
Landfill Mowing			
Total Annual Price			

**NOT-TO-EXCEED CONTRACT PRICE**

In no case shall the Contractor be paid more for the Work for the term of this Agreement than the amount specified below, except as provided in the Agreement:

**Not-To-Exceed Contract Price: \$\_\_\_\_\_**

**EXHIBIT D**

**To**

**AGREEMENT**

**FOR**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK**

**FOR**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**[NAME OF LANDFILL(S)] LANDFILL(S)**

**MONTHLY BILL FORMAT**

## MONTHLY BILL FORMAT

Name of Contractor:	
Contract Number:	
Billing Period:	
Project Name:	Landscape, Mowing And Snowplowing Work At Connecticut Resources Recovery Authority [NAME OF LANDFILL(S)] Landfill(s)
Purchase Order Number:	

**TASK (Insert Task Number and Name; Use a separate set of tables for each task.)**

Personnel	Title	Work Performed	Hours	Rate	Amount
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
<b>Subtotal Personnel</b>					
<b>Ancillary Services/Equipment</b>			<b>Units</b>	<b>Rate</b>	<b>Amount</b>
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
(Insert Name of Ancillary Services/Equipment used for Task)					
<b>Subtotal Ancillary Services/Equipment</b>					
<b>Subcontractors</b>			<b>Invoice Amount*</b>	<b>Mark-up</b>	<b>Amount</b>
(Insert name of subcontractor who worked on Task)					
(Insert name of subcontractor who worked on Task)					
(Insert name of subcontractor who worked on Task)					
Subtotal Subcontractors					

<b>Subtotal for Task (Insert Task Number)</b>	
---	--

<b>TOTAL (Insert billing period for which bill is being submitted)</b>	
--	--

**EXHIBIT E**

To

**AGREEMENT**

**FOR**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK**

**FOR**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**[NAME OF LANDFILL(S)] LANDFILL(S)**

**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.



**EXHIBIT F**

To

**AGREEMENT**

**FOR**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK**

**FOR**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**[NAME OF LANDFILL(S)] LANDFILL(S)**

**CERTIFICATION CONCERNING**

**NONDISCRIMINATION**

# CERTIFICATION CONCERNING NONDISCRIMINATION

[The successful bidder's Certification Concerning Nondiscrimination that was submitted with the successful bidder's bid will be added by CRRA.]

**EXHIBIT G**

To

**AGREEMENT**

**FOR**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK**

**FOR**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**[NAME OF LANDFILL(S)] LANDFILL(S)**

**CONTRACTOR'S CERTIFICATION CONCERNING  
GIFTS**

# CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The successful bidder's Contractor's Certification Concerning Gifts that was submitted with the successful bidder's Notice Of Award will be added by CRRA.]

**EXHIBIT H**

To

**AGREEMENT**

**FOR**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK**

**FOR**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**[NAME OF LANDFILL(S)] LANDFILL(S)**

**CRRA PRESIDENT'S CERTIFICATION**

**CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION  
CONCERNING GIFTS**

**LANDSCAPE, MOWING AND SNOWPLOWING WORK  
AT  
CONNECTICUT RESOURCES RECOVERY AUTHORITY [INSERT THE NAME(S) OF  
THE LANDFILL(S)] LANDFILL(S)**

**Awarded To**

**[Name of Contractor/Consultant]**

(This CERTIFICATION is to be signed by the President of CRRA  
at the time the Agreement is executed by him/her.)

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the Agreement For On-Call Equipment Work For Connecticut Resources Recovery Authority Landfills was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Name: Thomas D. Kirk

Title: President

State Of: Connecticut

County Of: Hartford

Thomas D. Kirk, being fully sworn, deposes and says that he is the President of the Connecticut Resources Recovery Authority, that he has read the forgoing statement concerning collusion, the giving of gifts or the promise of gifts, compensation, fraud or inappropriate influence and, under the penalty of perjury, certifies that each and every part of said statement is true.

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

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