

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

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

FOR

**METAL FABRICATION AND INSTALLATION
OF TRAILER-LOADING DUMP GUARD
CRRA'S ESSEX TRANSFER STATION**

(RFB Number FY12-OP-008)

BID DUE DATE – February 28, 2012

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

February 6, 2012

REQUEST FOR BIDS
For
METAL FABRICATION AND INSTALLATION
OF TRAILER-LOADING DUMP GUARD
CRRA'S ESSEX TRANSFER STATION
(RFB Number FY12-OP-008)

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

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 - Exhibit J: Affidavit Concerning Consulting Fees [to be executed by successful bidder]
 - Exhibit K: Contractor's Certification Concerning Gifts [to be executed by successful bidder]
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**REQUEST FOR BIDS
FOR
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SECTION 1

**NOTICE TO CONTRACTORS
REQUEST FOR BIDS**

CONNECTICUT RESOURCES RECOVERY AUTHORITY
RE-ADVERTISEMENT OF
NOTICE TO CONTRACTORS – REQUEST FOR BIDS

Note: This is a re-advertisement of a request for bids that was originally issued on December 19, 2011 as RFB12-OP-005. CRRA did not receive a sufficient number of responses from that original RFB to proceed with an award. We believe that the timing of 12-OP-005 during the winter holidays contributed to the lack of responders (RFB 12-OP-005 was issued on 12/19/11 and the mandatory walk through was 1/5/12). Therefore we are re-issuing this request for bids as RFB12-OP-008 with a new schedule as detailed herein.

Notice to Contractors: CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut. CRRA oversees a statewide network of three regional waste-to-energy systems, a single-stream recycling facility, five transfer stations, and five landfills.

CRRA is seeking bids from qualified contractors to furnish all labor and material to fabricate and install a trailer loading dump guard, based on the specifications and construction drawings provided, at CRRA's Essex Transfer Station (the "Work"). CRRA's Essex Transfer Station is located at "Town Dump Road, Essex CT", located off of Route 9 South to Exit 4 and then left onto Route 154. This site is operated by CWPM under contract with the CRRA. This dump guard is needed to direct waste into the transfer trailers and to prevent excess waste from falling down onto the load-out scale below the trailer.

The construction and implementation of this rail guard cannot interfere with the daily operation of the transfer station. As such, access to the site will only be available to the successful bidder Monday through Friday after 2:30 p.m., and on Saturday after 12:00 noon.

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 **Monday, February 6, 2012**. 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, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA's office. Payment should be made by check payable to "Connecticut Resources Recovery Authority."

There will be a **mandatory pre-bid conference and site tour for prospective bidders at the Essex Transfer Station at 10am, Eastern Time, Tuesday February 21, 2012. Any prospective bidder intending to participate in the mandatory pre-bid conference and the**

site tour should notify CRRA by submitting the Notice of Interest Form (Section 3 of the bid package documents) to Roger Guzowski (rguzowski@crra.org or (860) 757-7703) prior to the tour.

Sealed bids will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3pm Eastern Time on Thursday, February 28, 2012. 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.

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.

All questions regarding this RFB must be submitted **in writing** to Roger Guzowski, Contract and Procurement Manager, by e-mail (rguzowski@crra.org) by fax (860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than 3pm Thursday February 23, 2012. Any firm considering submitting a proposal is prohibited from having any communications about this RPF or any resulting contract with any CRRA staff member or CRRA Board member except Mr. Guzowski.

**REQUEST FOR BIDS
FOR
METAL FABRICATION AND INSTALLATION
OF TRAILER-LOADING DUMP GUARD
CRRA'S ESSEX TRANSFER STATION**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

METAL FABRICATION AND INSTALLATION OF TRAILER-LOADING DUMP GUARD CRRA'S ESSEX TRANSFER STATION

(RFB Number 12-OP-008)

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1. Introduction

CRRA is a quasi-public entity, a body politic and corporate, created pursuant to C.G.S. Chapter 446e, Section 22a-261, as a public instrumentality and political subdivision of the State of Connecticut (the "State"). CRRA has the responsibility for developing and implementing environmentally sound solutions and best practices for solid waste disposal and recycling on behalf of, and in the best interests of the municipalities and residents of the State of Connecticut. CRRA oversees a statewide network of three regional waste-to-energy systems, a single-stream recycling facility, five transfer stations, and five landfills.

CRRA is seeking bids to provide an upgraded steel-structure trailer-loading dump guard ("dump guard") at the Essex Transfer Station ("ETS"), which is used to load the transfer

trailers. The Essex Transfer Station (ETS) is a municipal solid waste facility, part of CRRA's Mid-Connecticut Project. Municipal waste from 9 member towns within the Project is delivered to the ETS. At the ETS, the waste is re-loaded into transfer trailers and hauled to the Project's Waste Processing and Energy Generating Facilities located in Hartford, at which it is processed and combusted to make electricity.

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Monday, February 6, 2012
Notice of Interest Forms Due	Prior to mandatory pre-bid tour on February 21, 2012
Mandatory Pre-bid conference and site tour	10a.m., Tuesday, February 21, 2012
Deadline for Written Questions	3:00 p.m., Thursday, February 23, 2012.
Response to Written Questions	No Later Than Friday, February 24, 2012
Bids Due at CRRA	3:00 p.m., Tuesday, February 28, 2012
Expected start date of agreement	April 2012

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:**
 - a) Agreement For Fabrication Of Trailer-Loading Dump Guard (the "Agreement");
 - b) RFB Package Documents (defined below);
 - c) Addenda;

- d) The successful bidder's bid (including all documentation attached to or accompanying such bid, all other documentation submitted in connection with such bid, and all post-submission documentation submitted prior to the issuance of the Notice Of Award);
 - e) Notice Of Award; and,
 - f) Any written amendments to the Agreement.
- (a) **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.
- (b) **Notice Of Award:** Written notification from CRRA to the apparent successful Bidder that states that CRRA has accepted such Bidder's Bid and sets forth the remaining conditions that must be fulfilled by such Bidder before CRRA executes the Agreement.
- (c) **Project:** The provision by the successful Bidder of electronics recycling collection services, in accordance with the Contract Documents.
- (d) **RFB Package Documents:**
1. Notice To Firms – Request For Bids;
 2. Instructions To Bidders;
 3. Notice of Interest Form;
 4. Bid Forms
 - 4.1. Bid Form;
 - 4.2. Bid Price Form;
 - 4.3. Background And Experience Form;
 - 4.4. References Form;
 - 4.5. Subcontractor Identification Form
 - 4.6. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - 4.7. Affidavit Concerning Nondiscrimination;
 - 4.8. Background Questionnaire;
 - 4.9. Business Disclosure Form
 - 4.10. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 5. Notice Of Award
 6. Agreement for Metal Fabrication And Installation Of Trailer-Loading Dump Guard
 - Exhibit A: Scope Of Services;
 - Exhibit B: Specifications (Exhibit B1) and Plant (Exhibit B2)
 - Exhibit C: Compensation;
 - Exhibit D: Billing Format;

- Exhibit E: CRRA's Travel And Expense Reporting Policy And Procedure;
- Exhibit F: Performance Security
- Exhibit G: Payment Security
- Exhibit H: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
- Exhibit I: Affidavit Concerning Nondiscrimination;
- Exhibit J: Affidavit Concerning Consulting Fees;
- Exhibit K: Contractor's Certification Concerning Gifts; and
- Exhibit L: President's Certification Concerning Gifts.

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), firms 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 firm's Bid shall be rejected if any of the foregoing ex parte communications take place.

5. Scope Of Services

CRRA is seeking bids from qualified firms to provide an upgraded steel-structure trailer-loading dump guard ("dump guard") at the Essex Transfer Station, which is used to load the transfer trailers. This dump guard is needed to direct waste into the transfer trailers and to prevent excess waste from falling down onto the load-out scale below the trailer. Waste that spills onto the load-out scale results in inaccurate weights for the material in the trailer and creates a long-term maintenance issue regarding the accuracy of the scale.

Specific instructions about how the Services are to be performed are included in the Agreement. The Services will be performed in accordance with and as required by the Contract Documents, including but not limited to, the scope of services set forth in **Exhibit A** (the "Scope Of Services") and **Exhibit B** (the "Technical Drawings") of the Agreement.

6. Availability of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Monday, February 6, 2012 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFB: Metal Fabrication And Installation Of Trailer-Loading Dump Guard" link.

The RFB Package Documents are in PDF format. The forms included in the RFB Package 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 downloadable Word forms.

The RFB Package Documents are also available Monday through Friday, from 8:30 a.m. to 4:30 p.m. at CRRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Roger Guzowski [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA's office. Payment should be made by check to "Connecticut Resources Recovery Authority."

7. Mandatory Pre-Bid Conference and Site Tour.

There will be a **mandatory** pre-bid conference and site tour at the Essex Transfer Station, Town Dump Road, Essex CT 06442, on **Tuesday, February 21, 2012 at 10am**. If you are planning to attend this tour, please submit a Notice Of Interest Form (Section 3 of the RFB Package Documents) to CRRA prior to the site tour or deliver the completed form to CRRA at the tour. The Notice Of Interest Form is available on CRRA's web site along with the other RFB documents. Completed Notice Of Interest Forms should be returned to **Roger Guzowski by e-mail (rguzowski@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).**

8. Addenda And Interpretations

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual Bidders for the Services. Such Addenda may be issued in response to requests for interpretation or clarification received from potential Bidders. Any request for interpretation or clarification of any documents included in the RFB Package Documents must be **submitted in writing to Roger Guzowski by e-mail (rguzowski@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722). To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Thursday, February 23, 2012.**

Addenda, if any, will be mailed and/or e-mailed to all persons who submitted a Notice Of Interest Form (see Section 7, above) or who picked up or requested from CRRA a printed copy of the RFB Package Documents. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Metal Fabrication And Installation Of Trailer-Loading Dump Guard " heading). Such addenda will be mailed/e-mailed and posted on the web site no later than **Friday, February 24, 2012**).

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, Tuesday, February 28, 2012, at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Roger Guzowski. Bids received after the time and date set forth above shall be rejected.

10. Number Of Copies

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

Each Bid (the original and three copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Metal Fabrication And Installation Of Trailer-Loading Dump Guard."

11. Period Bids Shall Remain Open

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

12. Non-Negotiability Of The Agreement

The terms and conditions of the Agreement (Section 6 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.

13. Modification/Withdrawal Of A Bid

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to CRRA's office at any time prior to the Bid due date.

14. Bid Contents

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

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

- (a) Title page, including the title of the solicitation, 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.);
 - 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; and
 - 4. The Bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 16.2 of this Instructions To Bidders);
- (c) Table of Contents for the Bidder's Bid;
- (d) The completed Bid Form (Section 4.1 of the RFB Package Documents), with 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 Pricing Form (Section 4.2 of the RFB Package Documents);
- (f) The completed Background And Experience Form (Section 4.3 of the RFB Package Documents);
- (g) The completed References Form (Section 4.4 of the RFB Package Documents)
- (h) The completed Subcontractor Identification Form (Section 4.5 of the RFB Package Documents);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 4.6 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;
- (j) The completed Affidavit Concerning Nondiscrimination (Section 4.7 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); with the Bidder's nondiscrimination policies and procedures attached;
- (k) The completed Background Questionnaire (Section 4.8 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (l) The completed Business Disclosure Form (Section 4.9 of the RFB Package Documents)

- (m) A copy of the Bid submitter's up-to-date certificate of insurance showing all current insurance coverage.

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

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.

15. 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.

16. Additional Information And Interviews

CRRA reserves the right to request additional information from Bid submitters and to request certain submitters to make oral presentations or further explanations of their Bid. It is expected that any oral presentations/interviews will be conducted Wednesday February 29, 2012.

17. Bid Evaluation

The award of the contract for the Services 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.

17.1 Evaluation Criteria

CRRA will base its evaluation of Bids on the following criteria, which are not necessarily presented in order of importance:

- (a) Cost;
- (b) Proven ability of the Bidder to perform the Services required by the Contract Documents;

- (c) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

17.2 Affirmative Action Evaluation Criteria

All 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 4.6 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 4.6 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 4.6 of 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 14(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 14(b) of this Instructions To Property Appraisers).

CRRA will base its evaluation of the Bids on cost, qualifications, proven ability of Bidder to perform the Services 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.

18. 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.

19. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful Bidder(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful Bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the Bidder may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in the RFB Package Documents (see Attachment J of the Agreement [Section 6 of the RFB Package Documents]).

20. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful Bid submitter(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFB whereby any duties of the consultant pursuant to the contract require the consultant to pursue communications concerning the business of CRRA, whether or not direct contract with CRRA was expected or made. The affidavit is attached to the Notice Of Award included in the RFB Package Documents (see Attachment I of the Agreement [Section 6 of the RFB Package Documents]).

21. 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.

22. 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
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CRRRA'S ESSEX TRANSFER STATION**

SECTION 3

NOTICE OF INTEREST FORM



NOTICE OF INTEREST FORM

Individuals and firms that have an interest in the Connecticut Resources Recovery Authority ("CRRA") solicitation listed below are encouraged to submit this Notice Of Interest Form to CRRA as early as they can. Forms should be submitted no later than the date specified below. Request For Bid documents and other information released by CRRA related to the solicitation will be directly provided to those firms that have submitted this Form to CRRA by the Form Due Date.

Solicitation:	METAL FABRICATION AND INSTALLATION OF TRAILER-LOADING DUMP GUARD CRRA'S ESSEX TRANSFER STATION
RFB Number:	12-OP-008
Form Due Time/Date:	Prior to Mandatory Pre-bid Conference and Site Tour on February 21, 2012.

Provide the following information about the individual/firm and the contact person for the firm.

Name of Individual/Firm:	
Name of Contact Person:	
Title of Contact Person:	
Mailing Address 1:	
Mailing Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

Submit this form to the CRRA contact listed below via e-mail, fax or correspondence as listed below.

CRRA Contact:	Roger Guzowski
E-Mail Address:	<u>rguzowski@crra.org</u>
Fax Number:	(860) 757-7742
Correspondence Address:	Connecticut Resources Recovery Authority 100 Constitution Plaza, 6th Floor Hartford, CT 06103

**REQUEST FOR BIDS
FOR
METAL FABRICATION AND INSTALLATION
OF TRAILER-LOADING DUMP GUARD
CRRRA'S ESSEX TRANSFER STATION**

**SECTION 4
REQUIRED BID FORMS**



BID FORM

PROJECT: METAL FABRICATION AND INSTALLATION
OF TRAILER-LOADING DUMP GUARD
AT CRRA'S ESSEX TRANSFER STATION

RFB NUMBER: 12-0P-008

CONTRACT FOR: Mid-Connecticut Project

BID SUBMITTED TO: Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, Connecticut 06103-1722

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

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

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

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor's Certification Concerning Gifts;
- (c) Execute and deliver to CRRA the Affidavit Concerning Consulting Fees;
- (d) Deliver to CRRA the requisite certificate(s) of insurance;

- (e) Execute and deliver to CRRA all other Contract Documents attached to the Notice Of Award along with any other documents required by the Contract Documents; and
- (f) Satisfy all other conditions of the Notice Of Award.

3. BIDDER'S OBLIGATIONS

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

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

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

In submitting this Bid, Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as included in the RFB 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 price for the Work submitted on its Bid Price Form.

5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

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

Addendum Number	Date Issued

- (b) Without exception the Bid is premised upon performing, furnishing and completing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown, indicated or expressly required by the Contract Documents;
- (c) Bidder is fully informed and is satisfied as to all Laws And Regulations that may affect cost, progress, performance, furnishing and/or completion of the Work;
- (d) Bidder has studied and carefully correlated Bidder's knowledge and observations with the Contract Documents and such other related data;
- (e) Bidder has given CRRRA written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by CRRRA are acceptable to Bidder;
- (f) If Bidder has failed to promptly notify CRRRA of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRRA 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 CRRRA and others that relates to the Work for which this Bid is submitted; and
- (h) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Work for which this Bid is submitted.

6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

- (a) All information and data included in the RFB Package Documents relating to the surface, subsurface and other conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders;
- (b) CRRRA does not assume any responsibility for the accuracy or completeness of such information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Site;

- (c) Bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions, including surface conditions, subsurface conditions and underground facilities; and
- (d) Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work.

7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

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

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

- (a) The prices in the Bid have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices and any other person or company;
- (b) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to the "bid opening" to any other person or company;
- (c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
- (d) Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; and
- (e) Bidder has not sought by collusion to obtain for itself any advantage for the Work over any other bidder for the Work or over CRRA.

11. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB 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.

12. 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.

13. 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 4.10 [SEEC Form 11] of the RFB Package Documents.

14. ATTACHMENTS

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

- (a) The completed Bid Price And Delivery Timeframe Form;
- (b) The completed Background and Experience Form;
- (c) The completed References Form;
- (d) The completed Subcontractor Identification Form;
- (e) The completed Questionnaire Concerning Affirmative Action;
- (f) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (g) A completed Background Questionnaire;
- (h) A completed Business Disclosure Form; and
- (i) A copy of the Bidder's up-to-date certificate(s) of insurance showing all of the insurance coverages required by Article 6 of the Agreement.

15. NOTICES

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

Bidder Name:	
Bidder Contact:	
Title:	
Street Address 1:	
Street Address 2:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

16. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 __

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



BID PRICE AND DELIVERY TIMEFRAME FORM

Bidder will complete the Work as specified in the Contract Documents for the Metal Fabrication And Installation Of A Trailer-Loading Dump Guard for the following lump sum bid price (please use table below).

1. BID PRICE

The Work will be completed for the sum of:

\$	
(Use Numbers)	

(Use Words)

Breakdown of Bid:

Labor	Materials
\$	\$
(Use Numbers)	

2. EXPECTED TIME TILL COMPLETION

(Please indicate expected number of days from start [receipt of Notice to Proceed] until completion)

3. AFFIRMATION

Bidder affirms that the total bid price in Section 1 represents 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 construction 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:	



**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/SOQ submitter and which will enable CRRA to evaluate the experience and professional capabilities of the bidder/proposer/SOQ submitter.

[Attach Additional Pages If Necessary]

[Empty space for submitting work performed/services provided]



REFERENCES FORM

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

REFERENCE 1

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

REFERENCE 2

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	

REFERENCE 3

Name of Person:	
Title:	
Name of Business:	
Address:	
Telephone Number:	
Brief Description Of Work Performed/ Services Provided:	



SUBCONTRACTOR IDENTIFICATION FORM
--

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as "Contractor") shall list below all subcontractor(s) Contractor intends to use in the performance of Work/Services if Contractor is selected to perform the Work/Services and awarded the Agreement. Contractor shall include a description of the Work/Services to be provided by each of the subcontractor(s).

Subcontractor 1

Company Name	
Work/Services To Be Provided	

Subcontractor 2

Company Name	
Work/Services To Be Provided	

Subcontractor 3

Company Name	
Work/Services To Be Provided	

Subcontractor 4

Company Name	
Work/Services To Be Provided	



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, Proposer or Statement of Qualifications Submitter, as appropriate.

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2.</i> <i>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 Business Enterprise based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor certified by DAS as a Small Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned 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.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? ² <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i> <i>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.</i> <i>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

FOOTNOTES

- ¹ If the Contractor answered "yes" to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- ² If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (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 BUSINESS ENTERPRISE

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

1. Has been doing business under the same ownership or management and has maintained its principal place of business in the Connecticut for at least one year immediately prior to the issuance of the Request For Bids/ Proposals/Qualifications;
2. Has had gross revenues not exceeding fifteen million dollars (\$15,000,000) during its most recent fiscal year; and
3. At least 51% of the ownership of the Contractor is held by a person(s) who exercises the operational authority over daily affairs of the business and has the power to direct policies and management and receives beneficial interests of the business.

SCHEDULE B CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE

Contractor must meet all of the following criteria to qualify as a Minority Owned Business Enterprise:

1. Satisfies all of the criteria in Schedule A for a Small Business Enterprise;
2. At least 51% of the ownership of the Contractor by one or more minority person(s) who exercises operational authority over daily affairs of the business, has the power to direct management and policies and receives the beneficial interests of the business;
3. A minority is a person(s) who is American Indian, Asian, Black, Hispanic, has origins in the Iberian Peninsula, a woman, or an individual with a disability.

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

As used in this section and sections 4a-60, 4a-60a, 4a-60g, 4a-62, 46a-56 and 46a-68c to 46a-68k, inclusive: "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

This Affidavit must be completed and properly executed under penalty of false statement by a chief executive officer, president, chairperson, member or other corporate officer duly authorized to adopt company, corporate or partnership policy of the business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority that certifies such business entity complies with the nondiscrimination agreement and warranties contained in Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, regarding nondiscrimination against persons on account of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, physical disability or sexual orientation.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath.
I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "METAL FABRICATION AND INSTALLATION OF TRAILER-LOADING DUMP GUARD AT CRRA'S ESSEX TRANSFER STATION" (the "Agreement") with the Connecticut Resources Recovery Authority; and
2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

Sections 4a-60(a)(1) and 4a-60a(a)(1) of the Connecticut General Statutes follow.

Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such 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; and the 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, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;



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 the following ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</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 1B 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>1B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 1B, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 1B, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

<p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</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; the status of the investigation; and the outcome 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 any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</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 3B and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3B. Has any conviction arisen out of any such indictment?</p> <p><i>If you answered "Yes" to Question 3B, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity convicted, the sentence imposed and whether or not an appeal of the conviction is pending.</i></p> <p><i>If you answered "No" to Question 3B, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

¹ The phrase "civil investigation" means an investigation undertaken by a governmental entity (e.g., federal, state or municipal) that has investigative and enforcement authority (e.g., the Office of the Connecticut Attorney General, the Connecticut Ethics Commission, the Connecticut Elections Enforcement Commission, the federal Securities and Exchange Commission).

<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a <u>civil</u> investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 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; the identity of the person or entity involved; the status of the investigation; and the outcome of the investigation..</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

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 _____ 20 ____

Notary Public/Commissioner of the Superior Court



**BUSINESS DISCLOSURE
FORM**

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as "Consultant") must provide the information requested in the following sections/tables.

1. CONFLICTS OF INTEREST

In the table below, disclose any material assignments, relationships or other employment that the Consultant or any employee of the Consultant has with any member of CRRA's past or present Board of Directors, any CRRA employee, governmental entity, or other person or entities that may create a conflict of interest or the appearance of a conflict of interest in providing to CRRA the Services that are the subject of this solicitation.

[Attach Additional Pages If Necessary]

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2. CONFLICT OF INTEREST MEASURES

In the table below, discuss any measures that the Consultant either has in place or would take to identify, disclose and resolve any possible conflicts of interest.

[Attach Additional Pages If Necessary]

--

3. BUSINESS WITH MAJOR CRRA CONTRACTORS

In the table below, disclose any services similar to the Services that are the subject of this solicitation that the Consultant has provided to any of the following major CRRA contractors. Place a check in the box for any such contractor for which the Consultant has provided the services. If the Consultant has provided any such services, provide a summary description of the services provided.

Having provided the services similar to the Services that are the subject of this solicitation to one or more of the contractors listed below does not disqualify a Consultant from consideration under this solicitation.

[Attach Additional Pages If Necessary]

Entity	Summary Description of Services Provided
<input type="checkbox"/> Covanta	
<input type="checkbox"/> Copes Rubbish Service	
<input type="checkbox"/> CWPM, LLC	
<input type="checkbox"/> The Metropolitan District	
<input type="checkbox"/> NAES Corporation	
<input type="checkbox"/> Wheelabrator (Waste Management)	
<input type="checkbox"/> ReCommunity/ FCR, LLC	

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. 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
METAL FABRICATION AND INSTALLATION
OF TRAILER-LOADING DUMP GUARD
CRRA'S ESSEX TRANSFER STATION**

**SECTION 5
NOTICE OF AWARD**

NOTICE OF AWARD

TO:

PROJECT: Mid-Connecticut Project

CONTRACT NUMBER: 12-OP-008

CONTRACT FOR: Metal Fabrication and Installation of Trailer-Loading Dump Guard
CRRA's Essex Transfer Station

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated _____, 2012 in response to CRRA's Notice To Firms – Invitation To Bid for the above-referenced Services, which Services are more particularly described in the "Metal Fabrication and Installation of Trailer-Loading Dump Guard CRRA's Essex Transfer Station." (the "Services").

You are hereby notified that your bid has been accepted for the Services. The amount of the award for _____ Services is not to exceed \$ _____ over the term 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;
- (b) Deliver to CRRA such executed counterparts and all other attached Contract Documents along with the requisite certificates of insurance and performance bond; and
- (c) 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 (c) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

Dated this _____ day of _____, 2012.

Connecticut Resources Recovery Authority

By: _____

Roger Guzowski

Title: Contract and Procurement Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2012.

By: _____ (Signature)

_____ (Typed/Printed Name)

Title: _____

**REQUEST FOR BIDS
FOR
METAL FABRICATION AND INSTALLATION
OF TRAILER-LOADING DUMP GUARD
CRRA'S ESSEX TRANSFER STATION**

**SECTION 6
FORM OF AGREEMENT AND EXHIBITS**

**AGREEMENT
FOR
METAL FABRICATION AND INSTALLATION OF
TRAILER-LOADING DUMP GUARD
CONNECTICUT RESOURCES RECOVERY AUTHORITY
ESSEX TRANSFER STATION**

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Exhibit A: Scope Of Work

Exhibit B: Specifications (Exhibit B1) and Plans (Exhibit B2)

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Exhibit E: CRRA's Travel And Expense Reporting Policy and Procedure

Exhibit F: Performance Security

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Exhibit H: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban

Exhibit I: Affidavit Concerning Nondiscrimination

Exhibit J: Affidavit Concerning Consulting Fees

Exhibit K: Contractor's Certification Concerning Gifts

Exhibit L: CRRA President's Certification Concerning Gifts

This **AGREEMENT FOR METAL FABRICATION AND INSTALLATION OF TRAILER-LOADING DUMP GUARD AT CRRA'S ESSEX TRANSFER STATION** (the "Agreement") is made and entered into as of this ____ day of _____, 2012 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, 6th 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 solid waste transfer station known as the "Essex Transfer Station," (the "Transfer Station"); located at Town Dump Road, in Essex, Connecticut (the "Property")

WHEREAS CRRA now desires to enter into this Agreement with Contractor in order for Contractor to fabricate and install a metal dump guard at the Transfer Station 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), the Notice To Proceed (as defined herein), any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.7 and/or 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 Sites

“Sites” means those areas of the Properties upon which the Work is to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

1.2 **Construction And Interpretation**

For purposes of this Agreement:

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

- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.
- (i) All Exhibits to this Agreement are incorporated into the body of this Agreement as part hereof.

2. SCOPE OF WORK

2.1 Contractor's Responsibilities

Contractor shall be responsible for furnishing all labor and equipment for or incidental to fabricating and installing a metal trailer-loading dump guard, 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").

2.2 Performance and Completion of the Work

All Work shall be performed and completed by Contractor in a good workmanlike manner consistent and in accordance with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor; including **Exhibit B1 (Specifications)**, and **Exhibit B2 (Technical Drawings)** of this agreement.
- (b) The Contract Documents;
- (c) Sound equipment operation 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 Commencement of Work

Upon execution of an Agreement, CRRA shall issue to Contractor the Notice to Proceed. Upon receipt and subject to the terms outlined therein, the Contractor shall commence performing the metal fabrication and installation of the trailer loading dump guard at CRRA's Essex Transfer station as outlined in this Agreement.

2.5 Direction of Work

CRRA 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 Work. 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 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 agents.

2.7 Access

CRRA hereby grants to Contractor, during such times as directed by CRRA, access to only those areas of the Property 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 Transfer Station or on such Property by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with CRRA on such access and Contractor's storage of any equipment or materials on the Property; and
- (c) Contractor is in compliance with all of the terms and conditions of this Agreement.

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

2.8 CRRA Right to Exclude Certain Individuals

Without limitation of Contractor's overall responsibility for the acts and omissions of all on-site personnel and other employees, CRRA reserves the right to exclude anyone from the site who CRRA reasonably believes is a danger to themselves or any other Person, or the Essex Transfer Station.

2.9 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 Work 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 time and/or cost estimates of the Work are 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.

2.10 Site 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 Transfer Station 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 Transfer Station, 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 Transfer Station 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 Transfer Station

differs from conditions encountered by Contractor during performance of the Work, there shall be no increase in the Contract Prices and/or no extension of time to perform any Work as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees to such increase and/or extension.

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.

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 Notice of Damage or Theft

Contractor shall immediately upon learning of an incident of damage to or theft of any CRRA equipment or property provide the CRRA with notice of the same, followed by an incident report. Such incident report shall be in a format acceptable to CRRA but shall at a minimum contain the date and time of the incident (if known), a description of the missing or damaged equipment or property, and the party(ies) responsible for such theft or damage.

2.17 Mechanic's Liens

Contractor shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the Transfer Station or any part thereof. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of Contractor commences any 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 costs and expenses actually incurred in providing the Work at the rates specified in **Exhibit C**.

Under certain circumstances, CRRA may approve the reimbursement of out of certain out of pocket travel expenses if such expenses are the result of CRRA directions to the Contractor, and that CRRA, at its sole and absolute discretion agrees that such expenses are both necessary and outside the compensation set forth on Exhibit C. Out-of-pocket expenses shall be reimbursed at cost provided they are consistent with CRRA's Travel and Expense Reporting document attached hereto and made a part hereof as **Exhibit E**, except that Contractor will be deemed to have met CRRA's "Receipt" requirements of such document if Contractor provides to CRRA with each billing the following:

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

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 upon Contractor's completion of all the Work requested by CRRA. **Exhibit D**, attached hereto and made a part hereof, is the format for such invoice.

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

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence upon the issuance of a Notice to Proceed by CRRA to the Contractor, and shall expire upon completion of all obligations hereunder, unless earlier terminated pursuant to the terms hereof.

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 and completion of the Work. Contractor shall comply with the Estimated Time of Performance as set forth in a Notice to Proceed.

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 Properties, restore any part of the Properties, 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 Properties or any of the improvements located or to be located thereon, other than those areas of the Properties 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, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

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 written on a per-occurrence basis with a limit of not less than Three Million Dollars (\$3,000,000) each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than One Million Dollars (\$1,000,000) each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability with limits of not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) 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 five (5) days after CRRA issues the Notice Of Award, and prior to commencement of activities on site, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below.

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) It shall be an affirmative obligation upon Contractor to advise CRRA's Risk Manager by fax to 860-757-7741, by e-mail to lmartin@crra.org, or by correspondence to CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement,
- (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-VIII or better, or otherwise deemed acceptable by CRRA in its sole discretion.

6.5 Contractor's Subcontractors

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

6.6 No Limitation on Liability

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

6.7 Other Conditions

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

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

7. SECURITY FOR FAITHFUL PERFORMANCE

7.1 Required Security

Subsequent to the execution of this Agreement and prior to the issuance of a Notice to Proceed, Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of its performance of the Work and this Agreement and any extensions thereof, the following:

- (a) A performance bond or letter of credit (the "Performance Bond" or the "Performance Letter Of Credit") in the full amount of the Contract Price and such Performance Bond or Performance Letter Of Credit shall be in and drawn on the forms set forth in **Exhibit F** attached hereto and made a part hereof; and
- (b) A payment bond or letter of credit (the "Payment Bond" or the "Payment Letter Of Credit") in the full amount of the contract price and such Construction Payment Bond or Payment Letter Of Credit shall be in and drawn on the forms set forth in **Exhibit G** attached hereto and made a part hereof.

7.2 Submission Of Security

Within ten (10) days after CRRA issues the Notice of Award, Contractor shall furnish CRRA with the following:

- (a) The Performance Bond or the Performance Letter Of Credit; and
- (b) The Payment Bond or the Payment Letter Of Credit.

7.3 Specific Requirements – Performance Bond and Payment Bond

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

7.4 Specific Requirements – Performance Letter Of Credit and Payment Letter Of Credit

The Performance Letter Of Credit and/or Payment Letter Of Credit required hereunder shall be automatically renewed by Contractor on an annual basis, unless not later than ninety (90) days prior to the then current expiration date of the Performance Letter Of Credit and/or Payment Letter Of Credit, Contractor notifies CRRA by registered mail that the issuer of the Performance Letter Of Credit and/or Payment Letter Of Credit elects not to renew such Performance Letter Of Credit and/or Payment Letter Of Credit. If the issuer of the Performance Letter Of Credit and/or Payment Letter Of Credit furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in the State of Connecticut or it ceases to meet the above requirements or the issuer elects not to renew the Performance Letter Of Credit and/or the Payment Letter Of Credit due to no fault of Contractor, Contractor shall immediately substitute another letter of credit (or bond) and surety, subject to the requirements set forth in this Article 7.

7.5 Failure To Maintain The Security

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

7.6 Exercise Of Rights And Remedies

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

7.7 Issuing Companies

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

8. MISCELLANEOUS

8.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the 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, national origin, ancestry, sex, sexual orientation, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. 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, national origin, ancestry, sex, sexual orientation, gender identity or expression, 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.

8.2 Entire Agreement

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

8.3 Governing Law

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

8.4 Assignment

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

8.5 No Waiver

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

8.6 Modification

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

8.7 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, 6th Floor
Hartford, Connecticut 06103
Attention: John Romano, Project Manager

With a copy to:

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

(b) If to Contractor:

Attention: _____

8.8 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.

8.9 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.

8.10 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.

8.11 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 cam-

paign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **Exhibit H** [SEEC Form 11].

8.12 Affidavit Concerning Nondiscrimination

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

8.13 Affidavit Concerning Consulting Fees

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as **Exhibit J**.

8.14 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 K**.

8.15 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 L**.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[NAME OF CONTRACTOR]

By: _____
Its
Duly Authorized

SCOPE OF SERVICES

The Essex Transfer Station (ETS) is a municipal solid waste facility, part of CRRAs Mid-Connecticut Project. Municipal waste from 9 member towns within the Project is delivered to the ETS. At the ETS, the waste is re-loaded into transfer trailers and hauled to the Projects Waste Processing and Energy Generating Facilities located in Hartford, at which it is processed and combusted to make electricity.

Via this request, CRRAs is seeking bidders to provide a steel-structure trailer-loading dump guard ("dump guard") at the ETS, which is used to load the transfer trailers, as per the specifications and plans incorporated in this agreement as Exhibit B1 (Specifications) and Exhibit B2 (Plans). This dump guard is needed to direct waste into the transfer trailers and to prevent excess waste from falling down onto the load-out scale below the trailer. Waste that spills onto the load-out scale results in inaccurate weights for the material in the trailer and creates a long-term maintenance issue regarding the accuracy of the scale.

The Essex Transfer Station is located at "Town Dump Road, Essex CT", located off of Route 9 South to Exit 4 and then left onto Route 154. This site is operated by CWPM under contract with the CRRAs.

The Contractor shall be solely responsible for all costs and expenses related to material and labor to perform the fabrication and installation of the dump guard based on the specifications and construction drawings provided.

The construction and implementation of this rail guard cannot interfere with the daily operation of the transfer station. As such, access to the site will only be available to the successful bidder Monday through Friday after 2:30 p.m., and on Saturday after 12:00 noon.

General:

The Contractor is required to follow AISC 360-05 Specifications for the structural steel buildings – load factor resistance design, March 9, 2005.

1. Should any of the detailed instructions shown on the plans conflict with the general structural notes, the specifications, or with each other, the strictest provision shall govern.
2. The structure is designed to be self-supporting and stable after the construction is fully completed. It is the contractor's sole responsibility to determine erection procedure and sequence and to insure the safety of the structure and its component parts during erection. This includes the addition of whatever shoring, temporary bracing, guys or tie downs which might be necessary. Such shoring and bracing material shall remain the contractor's property after completion of the project.
3. It is the contractor's sole responsibility to follow all applicable safety codes and regulations during all phases of the construction.
4. Shop drawings are to be checked by the contractor and subcontractor and bear checker's initials before being submitted to the engineer for approval.
5. The contractor shall verify and be responsible for all dimensions, elevations, angles, and existing conditions before proceeding with any works.
6. All sections and details shall be considered typical and apply for the same and similar situations throughout the project, unless otherwise specifically noted.
7. The information shown concerning existing conditions was provided from the CRRAs existing drawings. The contractor should be aware that the information does not warrant nor imply that the information is accurate as build conditions.

SECTION 05120 - STRUCTURAL STEEL

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED IN OTHER SECTIONS

- A. Division 01 Section "Quality Requirements" for independent testing agency procedures and administrative requirements.

1.2 RELATED DOCUMENTS

- A. Drawings and general provision of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 DEFINITIONS

- A. Structural Steel: Elements of structural steel frame, as classified by AISC's "Code of Standard Practice for Steel Buildings and Bridges," that support design loads.

1.4 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of connections required by the Contract Documents to be selected or completed by structural-steel fabricator as indicated on the drawings.

1.5 SUMMARY

- A. Extent of Structural steel work is shown on drawings, including schedules, notes and details to show size and location of members and type of steel required. Extent of Structural steel includes, but is not limited to, providing and installing beams, columns, base and cap plates, bearing plates, leveling plates, channels, angles, plates, bent plates, girts, sag rods, roof dunnage steel, moment connections and other items which are part of structural framing and bracing, or are secured to structural steel beams or columns, or are shown on the Structural Drawings. In addition, provide all items indicated on the plans for securing the steel to the concrete. This includes all concrete anchors and grout required.
- B. Provide steel sections, anchors, bolts, expansion bolts and other items attached to structural steel.
- D. Source Quality control: materials and fabrication procedures are subject to inspection and tests in mill, shop, and field. Such inspections and test will not relieve Contractor of responsibility for providing materials and fabrication procedures in compliance with specified requirements.
- H. Existing conditions: The contractor shall verify and be responsible for all dimensions and angles. Do not produce shop drawings or fabricate any steel without verifying the field conditions first. The contractor is responsible for the fitting and fabrication of the steel to the actual conditions at the site.

1.6 SUBMITTALS

- A. General: Submit each item in this article according to the Conditions of the Contract and Division 01 Specification Sections.
- B. Shop drawings shall be reviewed and "checked" by the Fabricator prior to being submitted to the Engineer. Unchecked shop drawings shall be rejected and returned to the Contractor.
- C. Product Data: For each type of product indicated.
- E. Shop Drawings: Submit shop drawings including complete details for fabrication and assembly of structural steel. Include all erection plans, member details, and anchor bolt setting plans.
 - 1. No changes shall be made on any approved shop drawings without the written authorization of CRRA.
 - 2. The omission from the shop drawings of any material shown on the contract drawings shall not relieve the Contractor from furnishing same, even though the drawings have been returned reviewed.
 - 3. Substitutions of shapes or sections, or modifications of details as well as any deviations from the Structural Design Drawings, and the reasons therefore, shall be submitted with shop drawings for approval by CRRA.
 - 4. Resubmitted shop drawings shall have revisions circled or clouded to identify the change. Piece mark designations which may be added to erection drawings on successive submissions need not be identified.
 - 5. The Contractor alone shall be responsible for all errors of detailing, fabrication, and for the correct fitting of the structural members to field conditions.
 - 6. The Contractor shall be responsible for the correct coordination of his work where it comes in conjunction and/or contact with any other items. Dimensions are the responsibility of the Contractor. Indicate provisions to be made for connection of other work..
 - 7. Fabrication of any material or performance of any work shall not proceed until shop drawings have been reviewed and approved by the Engineer of Record.
 - 8. All weld symbols, both shop and field shall be those shown in the latest edition of "Symbols for Welding and Nondestructive Testing", AWS A2.4.
 - 10. No structural drawings will be reproduced as shop drawings.
 - 11. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 - 12. Include embedment drawings.
 - 13. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
 - 14. Indicate type, size, and length of bolts, distinguishing between shop and field bolts.

15. Indicate working point locations and brace working lines on braced frame beam drawings.

F. Welding certificates.

G. Mill Test Reports: Signed by manufacturers certifying that the following products comply with requirements:

1. Structural steel including chemical and physical properties.
2. Bolts, nuts, and washers including mechanical properties and chemical analysis.
3. Shop primers.

1.7 QUALITY ASSURANCE

A. Codes and standards: comply with provisions of following, except as otherwise indicated:

1. AISC "Code of Standard Practice for Steel Buildings and Bridges", dated March 18, 2005.

a. Delete Paragraph 1.5.1 and 1.5.2; Add paragraph 1.5.1

"The fabricator shall be fully responsible for the design of all steel connections for the project.

b. Paragraph 3.1.2 of the above code is hereby modified by the addition of the following:

"Approval of connection details shall not constitute acceptance of design responsibility of the connection details by the owners designated representative. The fabricator shall take full responsibility for the design of the steel connections for the project."

2. AISC "Specifications for Structural Steel Buildings, " March 9, 2005 with commentary.

3. AISC "Specifications for Structural Joints using ASTM A 325 or A 490 Bolts" June 30, 2004.

4. American Welding Society (AWS) D1.1 "Structural Welding Code - Steel".

5. ASTM A 6 "General Requirements for Delivery of Rolled Steel Plates, Shapes, Sheet Piling and Bars for Structural Use".

6. AISC's "Seismic Provisions for Structural Steel Buildings" and "Supplement No. 2."

7. AISC's "Specification for the Design of Steel Hollow Structural Sections."

8. AISC's "Specification for Allowable Stress Design of Single-Angle Members."

B. Qualifications for Welding Work: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".

- F. High-strength threaded fasteners: American made, heavy hexagon structural bolts, heavy hexagon nuts, and hardened washers, as follows:
 - 1. Quenched and tempered medium-carbon steel bolts, nuts and washers, complying with ASTM A 325.
- G. Electrodes for welding: AISC Specification for Structural Steel Buildings, Section A3.6, with nominal tensile strength of 70 ksi minimum.
- I. Structural steel primer: Lead and chromate free metal primer equivalent to Tnemec No. 10-1009 Grey Metal Primer.
- L. Nonmetallic, Shrinkage-Resistant Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, Portland cement, shrinkage compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, of consistency suitable for application, 30 minute working time, and a seven day compressive strength of 6000 psi for a mixture with a "flowable" consistency, defined as 140 percent flow on flow table, ASTM C 230, 5 drips in 3 seconds.

2.2 FABRICATION

- A. Shop fabrication and assembly: fabricate and assemble structural assemblies in shop to greatest extent possible. Fabricate items of structural steel in accordance with AISC Specifications and as indicated on final shop drawings. Provide camber in structural members where indicated.
- B. Properly mark and match-mark materials for field assembly.
- C. Where finishing is required, complete assembly, including welding of units, before start of finishing operations. Provide finish surfaces of members exposed in final structure free of markings, burrs, and other defects.
- E. Welded construction: comply with AWS Code for procedures, appearance and quality of welds, and methods used in correcting welding work.
- G. Holes for Other Work: Provide holes required for securing other work to structural steel framing, and for passage of other work through steel framing members, as shown on final shop drawings. Shop cut, drill, or punch holes perpendicular to metal surfaces. Do not flame cut holes or enlarge holes by burning. Drill holes in bearing plates.
- I. Comply with fabrication tolerance limits of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for structural steel.
- K. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
- M. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- N. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 1, "Solvent Cleaning."

2.3 SHOP PAINTING

- A. General: Shop paint structural steel which is exposed to view after project completion.
 - 1. Do not paint surfaces which are to be welded.
- B. Surface preparation: After inspection and before shipping, clean steel work to be painted. Remove loose rust, loose mill scale, and spatter, slag or flux deposits. Clean steel in accordance with Steel Structures Painting Council (SSPC) as follows:
 - 1. SP-3 "Power Tool Cleaning".
- C. Painting: Immediately after surface preparation, apply structural steel primer paint in accordance with manufacturer's instructions and at a rate to provide dry film thickness of not less than 1.5 mils. Use painting methods which result in full coverage of joints, corners, edges and exposed surfaces.

2.5 SHOP CONNECTIONS

- F. All column ends scheduled to receive cap and base plates shall be milled or sawn to ensure full bearing. All surfaces to be welded shall be free from loose scale, rust, grease, paint or other foreign material, except that mill scale which resists vigorous brushing may remain. Joint surfaces shall be free from fins or tears.
- G. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.

PART 3 - EXECUTION

3.1 ERECTION

- A. Surveys: Check elevations and dimensions of concrete bearing surfaces, and locations for anchor bolts and similar devices, before erection work proceeds, and report discrepancies to the Engineer of Record. Do not proceed with erection until compensating adjustments to structural steel work have been agreed upon with the Engineer of Record.
- B. Temporary shoring and bracing: provide temporary shoring and bracing members with connections of sufficient strength to bear all loads. Maintain temporary shoring and bracing members and connections, until permanent members are in place and final connections are made. Provide temporary guy lines if required to achieve proper alignment of structures as erection proceeds.
- C. Setting bases and bearing plates: clean concrete bearing surfaces and roughen to improve bond to surfaces. Clean bottom surface of base and bearing plates.
- E. Grouting: pack grout solidly between bearing surfaces and bases or plates to ensure that no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.
 - 1. For proprietary grout materials, comply with manufacturer's instructions.

Metal Fabrication and Installation of Trailer-Loading Dump Guard at CRRA's Essex Transfer Station
Form of Agreement Exhibit B1: Specifications.

- F. Field assembly: Set structural steel accurately to lines and elevations indicated. Align and adjust various members forming part of complete frame or structure before permanently fastening. Clean bearing surfaces and other surfaces which will be in permanent contact before assembly. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
- G. Provide heavy washers above base plates at all anchor bolts and as otherwise required.
- K. The Contractor shall be solely responsible that all welded connections and made in full compliance with all recommendations and requirements of the AWS Building Code.
- L. High strength threaded fasteners shall be used in all connections requiring bolting.
- N. Splice members only where indicated and accepted on shop drawings.
- O. Do not enlarge unfair holes in members by burning or by use of drift pins.
- P. Gas cutting: do not use gas cutting torches in field for correcting fabrication errors in primary structural framing. Cutting will be permitted only on secondary members who are not under stress, as acceptable to the Engineer of Record. Finish gas-cut sections equal to a sheared appearance when permitted.
- Q. Touch-up painting and Z.R.C. coating: immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint or Z.R.C. coating. Apply paint or coating to areas using same material as used for shop painting.
 - 1. Apply by brush or spray to provide minimum dry film thickness of 1.5 mils.
- S. Any corrections required in the field to make members fit, shall be brought to the attention of the Engineer for approval.

3.2 FIELD CONNECTIONS

- A. High-Strength Bolts: Field install high-strength bolts according to RCSC's "Specification for Structural Joints using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1 for welding procedure specifications, tolerances, appearance, and quality of welds and for methods used in correcting welding work.
 - 1. Comply with AISC's "Code of Standard Practice for Steel Buildings and Bridges" and "Specification for Structural Steel Buildings – Allowable Stress Design and Plastic Design" for bearing adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 - 2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.3 FIELD QUALITY CONTROL

Metal Fabrication and Installation of Trailer-Loading Dump Guard at CRRA's Essex Transfer Station
Form of Agreement Exhibit B1: Specifications.

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field inspections and tests and to prepare test reports.
- B. Correct deficiencies in or remove and replace structural steel that inspections and test reports indicate do not comply with specified requirements.
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1 and the inspection procedures listed below:
 - 1. Inspect and test field fillet welds as follows:
 - a. Visually inspect 50 percent of all fillet welds.

END OF SECTION 05120

COMPENSATION SCHEDULE

[The Bidder's "Bid Payment Rate Schedule Form" that was submitted to CRRA by the Bidder with their Bid, as such Form may be modified based on negotiations between CRRA and Bidder over prices, will be added by CRRA.]

BILL FORMAT

Name of Contractor:	
Contract Number:	
Billing Period:	
Project Name:	FABRICATION AND INSTALLATION OF TRAILER-LOADING DUMP GUARD AT CRRA'S ESSEX TRANSFER STATION.
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)					
Subtotal Personnel					
Ancillary Services/Equipment			Units	Rate	Amount
(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)					
Subtotal Ancillary Services/Equipment					
Subcontractors			Invoice Amount*	Mark-up	Amount
(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					

TOTAL (Insert billing period for which bill is being submitted)	
--	--

Note:

- *Except as otherwise specified in the Agreement, all bills will be subject to CRRA's Terms of Purchase.*
- *In the event of any conflict between the terms and conditions of the Agreement and CRRA's Terms of Purchase, the terms and conditions of the Agreement shall control.*

CRRA Terms of Purchase

These Terms of Purchase govern the purchase by Connecticut Resources Recovery Authority ("CRRA") of goods and/or services, as governed by the context, from the Seller ("Seller") pursuant to this Purchase Order. These Terms of Purchase shall govern each purchase by CRRA of goods and/or services by the Seller, until amended or superseded by CRRA. If this Purchase Order is issued pursuant to a contract between CRRA and Seller, in the event of any conflict between these Terms of Purchase and such contract, then the terms and conditions of such contract shall control.

1. **Acceptance.** Commencement of performance by Seller pursuant to this Purchase Order constitutes acceptance by Seller of these Terms of Purchase. If delivery dates cannot be met, Seller shall inform CRRA in writing as soon as possible, by return mail, e-mail or facsimile (as circumstances require), of Seller's best possible alternative delivery dates for CRRA's acceptance. Such alternative delivery dates shall not become effective until express written acceptance thereof by CRRA.

2. **CRRA Exemption(S) From State Taxes.** CRRA is exempt from all State of Connecticut taxes and assessments pursuant to Conn. Gen. Stat § 22a-270. Without limiting the generality of the preceding sentence, pursuant to Conn. Gen. Stat § 12-412(92), the sale and/or use of any services or tangible personal property to be incorporated into or used or otherwise consumed in the operation of any CRRA project (whether such purchases are made directly by CRRA or are reimbursed by CRRA to the lessee or operator of such project), is exempt from State of Connecticut Sales and Use Taxes. Accordingly, Seller shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with Seller's provision of goods and/or services to CRRA, nor shall Seller include any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA. The obligations of Seller contained in the preceding sentence are absolute and shall apply notwithstanding any payment by Seller of any State of Connecticut taxes or assessments in connection with its provision of goods and/or services to CRRA. No State of Connecticut taxes or assessments shall be included in any rates, costs, prices or other charges presented to CRRA by Seller, in any RFQ, RFP, estimate or other submittal or proposal to CRRA.

3. **Deliveries and Time.** CRRA's schedules are based upon the understanding that deliveries of goods and/or services by Seller to CRRA shall be made by any date specified on the face of this Purchase Order. Time is therefore of the essence of this Purchase Order. If deliveries are not made at the time agreed upon, CRRA reserves the right to cancel any remaining deliveries without liability to CRRA and to hold Seller accountable for any costs and/or losses to CRRA arising therefrom.

4. **Prices.** Seller's price shall not be higher than last quoted or last charged to CRRA unless otherwise agreed to in writing by CRRA.

5. **Quantities.** Shipments must equal exact amounts ordered unless otherwise agreed to in writing by CRRA.

6. **Invoices and Payment.** Each invoice rendered by Seller to CRRA shall be in duplicate and shall reference the applicable

Purchase Order number. CRRA's standard payment terms of Net 30 Days after conforming delivery or completion of services (as applicable) shall apply unless other terms have been agreed to in writing by CRRA.

7. **Warranties.** Seller warrants that all goods delivered to CRRA shall be merchantable, fit for their particular purpose, and free from defect of material or workmanship, and shall conform strictly to any specifications, drawings, or sample specified or furnished. All services supplied by Seller to CRRA shall be performed in a workmanlike manner and free from error. These warranties shall survive any inspection, delivery, acceptance, or payment by CRRA of such goods and/or services.

8. **Inspection and Rejection.** Any final inspection shall be on CRRA's premises or at such other locations as determined by CRRA in its sole discretion, unless otherwise agreed to in advance in writing by CRRA. Goods rejected by CRRA in its sole discretion as not conforming to this Purchase Order or as otherwise defective, shall be returned to Seller at Seller's expense, including transportation and handling costs.

9. **Assignment.** Seller shall not delegate any duties, nor assign any rights or claims under this Purchase Order without prior written consent of CRRA, and any such attempted delegation or assignment without such consent shall be void.

10. **Setoffs and Counterclaims.** All claims for moneys due or to become due from CRRA shall be subject to deduction by CRRA for any setoff or counterclaim arising out of any CRRA Purchase Order with Seller.

11. **Changes.** CRRA shall have the right to make, from time to time and without notice to any sureties or assignees, changes as to packing, testing, destinations, specifications, designs, and delivery schedules (postponements only). Seller shall immediately notify CRRA of any increases or decreases in costs caused by such changes and an equitable adjustment in prices or other terms hereof shall be agreed upon in a written amendment to this Purchase Order.

12. **Bankruptcy.** In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, the inability of Seller to meet its debts as they become due, or in the event of the appointment, with or without Seller's consent, of an assignee for the benefit of creditors or of a receiver, then CRRA shall be entitled, at its sole option, to cancel any unfilled part of this Purchase Order without any liability whatsoever to CRRA.

13. **Intellectual Property.** Seller warrants that it has a full, unconditional, and irrevocable right and title to sell, transfer, deliver or perform the goods or services, or to practice the methods, which are the subject of this Purchase Order. To the extent that such goods, services, methods or other deliverables are or may be protected by or subject to any laws, regulations, statutes, codes, or other provisions relating to any intellectual property or related rights (including but not limited to patents, trademarks, trade dress, trade secrets, logos, brand names, copyrights and other intellectual property rights) (hereinafter the "Intellectual Property"), Seller further warrants that it is either (i) the

CRRA Terms of Purchase

sole and exclusive owner of and has the exclusive right to use (free and clear of any obligation to pay royalties or any similar obligation and free and clear of all mortgages, liens or other encumbrances) the Intellectual Property; or (ii) it has valid and effective licenses permitting it to make, use, sell, transfer, practice, or otherwise use, the Intellectual Property. Seller further warrants that it has the right to grant any licenses or sublicenses necessary for it or CRRA to perform under this Purchase Order and/or for CRRA to receive, purchase or use the goods, services or deliverables which are the subject of this Purchase Order. There is no claim or demand of any person or entity pertaining to, and there is no pending or threatened action, suit, proceeding or investigation relating to, or the outcome of which could affect, the rights of the Seller or CRRA with respect to the Intellectual Property. Without limiting any right of CRRA contained in Section 19 below (Indemnification by Seller), Seller shall hold harmless and indemnify CRRA (including for all attorneys fees and costs) in the event that Seller breaches any of the warranties set forth in this Section 13, or if in any other respect, any claims (including but not limited to claims for infringement) are asserted by any third-party with respect to Intellectual Property or other rights with respect to the goods, services, methods or other deliverables which are the subject of this Purchase Order.

14. **Governing Law.** This Purchase Order and the acceptance thereof shall be a contract made in the state of Connecticut and governed by the laws thereof. Seller hereby consents to the jurisdiction of the federal and state courts of Connecticut with respect to any disputes arising out of this Purchase Order.

15. **Traffic Routing.** Any losses accruing from deviation from any CRRA routing instructions will be charged to Seller's account.

16. **Proof Of Shipment.** Seller shall forward to CRRA, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing the fact that shipment has been made.

17. **Supplementary Information.** Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in this Purchase Order shall be deemed to be incorporated therein by reference as if fully set forth. In case of any discrepancies or questions, Seller shall refer to CRRA for decision or instructions or for interpretation.

18. **Compliance With Applicable Law.** Seller's supply of goods and/or services to CRRA pursuant to this Purchase Order is and shall be subject in all respects to, and in compliance with, all applicable law, including without limitation all statutes, rules, regulations, ordinances, proclamations, demands, directives, executive orders, or other requirements of any municipal, state, and federal government and all subdivisions thereof which now govern or may hereafter govern the sale or delivery, of the goods and/or services contemplated by this Purchase Order.

19. **Indemnification by Seller.** Seller will indemnify, hold harmless, and defend CRRA from all liability for claims, judgments, damages, costs, expenses (including reasonable attorneys' fees) loss or injury to persons or property in any manner arising out of or incident

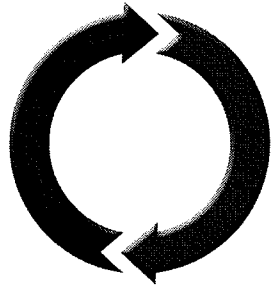
to Seller's performance hereunder. Seller's indemnification obligation shall survive Seller's performance hereunder.

20. **Title & Risk of Loss.** Shipments are made prepaid and allowed, and shall include all shipping charges, and any special packing or crating. Seller warrants title to all goods sold and bears the risk of loss or damages to the items purchased under this purchase order until delivery in conformity with this purchase order at the f.o.b. point specified by CRRA, and upon such conforming delivery, title shall pass. Passing of title shall not constitute acceptance of the items by CRRA.

21. **Conflicting Terms on Invoice.** If terms of this Purchase Order do not appear on or agree with Seller's invoice as rendered, Seller agrees that CRRA may make such changes to such invoice to conform the same to this Purchase Order and make payment accordingly.

22. **Conflicts Generally.** These Terms of Purchase shall govern in the event of any conflict with any term or condition of Seller's RFQ, RFP, estimate, submittal proposal or any other documentation of Seller, and are not subject to change by reason of any written or verbal statements by Seller, or by any terms stated in any documentation of Seller, unless the same be accepted by CRRA in writing.

23. **Costs of Enforcement.** If CRRA is required to take legal action, including, but not limited to litigation, to enforce these Terms of Purchase, CRRA shall recover its reasonable attorney fees, collection fees and court costs incurred in any such action.



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

TRAVEL POLICY AND EXPENSE REPORTING

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

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

**Form of Agreement For Metal Fabrication and Installation Of Trailer-Loading Dump Guard
CRRRA's Essex Transfer Station
Exhibit E**

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CONNECTICUT RESOURCES RECOVERY AUTHORITY TRAVEL POLICY AND EXPENSE REPORTING

1. GENERAL STATEMENT

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

2. APPROVALS

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

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

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

3. TRANSPORTATION

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

3.1 Rental Automobile

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

3.1.1 Insurance

3.1.1.1 Business Use Of A Rental Automobile

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

3.1.1.2 Personal Use Of A Rental Automobile

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

3.2 Business Use Of Employee's Car

3.2.1 Reimbursement Rate

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

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

3.2.2 Mileage Calculation

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

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

3.2.3 Tolls/Parking

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

3.3 Air Travel

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

3.4 Taxis

Taxi service may be used when no other form of public transportation is available or when the cost of a taxi is close to the cost of public transportation. Employees are encouraged to use courtesy cars, airport limousines, or buses whenever possible.

Since some taxi services do not provide receipts, you should have the back of your business card signed, dated, and the amount of the fare indicated by the driver.

3.5 CRRA Owned Automobiles

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

4. MEALS

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

5. LODGING

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

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

6. INCIDENTALS

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

7. PERSONAL EXPENSES

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

8. OTHER BUSINESS EXPENSES

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

- The name(s) of the person or persons and the location and nature of the expense.

- The business relationship with CRRA.
- The specific business reason for the expense.
- The actual business conducted.

CRRA will not reimburse the cost of home entertaining.

9. EXPENSE REPORTING

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

10. RECEIPTS

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

Original receipts are required for all entertainment.

11. EXCEPTIONS

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

ORIGINAL

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

REVISION 1

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

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

AGREEMENT

DATE:	
AGREEMENT NUMBER:	
AMOUNT:	\$
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	Metal Fabrication and Installation of Trailer-Loading Dump Guard – Essex Transfer Station Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 th Floor Hartford, Connecticut 06103

BOND

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

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

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

**Form of Agreement For Metal Fabrication and Installation Of Trailer-Loading Dump Guard
CRRA's Essex Transfer Station
Exhibit F**

TERMS AND CONDITIONS TO PERFORMANCE BOND

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

**Form of Agreement For Metal Fabrication and Installation Of Trailer-Loading Dump Guard
CRRRA's Essex Transfer Station
Exhibit F**

8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page of this Bond.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Agreement was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions confirming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Agreement Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
 - 12.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with any of the terms of the Agreement.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement or to perform and complete or comply with the other terms hereof.

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

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

AGREEMENT

DATE:	
AGREEMENT NUMBER:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	Metal Fabrication And Installation Of Trailer-Loading Dump Guard CRRA's Essex Transfer Station Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 th Floor Hartford, Connecticut 06103

BOND

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

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

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

SIGNATURE:		SIGNATURE:	
NAME AND TITLE:		NAME AND TITLE:	

**Form of Agreement For Metal Fabrication and Installation Of Trailer-Loading Dump Guard
CRRA's Essex Transfer Station
Exhibit G**

TERMS AND CONDITIONS TO CONSTRUCTION PAYMENT BOND

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Agreement, which is incorporated herein by reference.

Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Agreement, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Agreement and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Agreement are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Agreement. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to

**Form of Agreement For Metal Fabrication and Installation Of Trailer-Loading Dump Guard
CRRA's Essex Transfer Station
Exhibit G**

sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or

equipment for use in the performance of the Agreement. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Agreement, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished,

- 15.2 Agreement: The agreement between the Owner and the Contractor identified on the signature page, including all Agreement Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

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. Click on the link to "State Contractor Contribution Ban."

Metal Fabrication And Installation Of Trailer-Loading Dump Guard At CRRA's Essex Transfer Station
FORM OF AGREEMENT EXHIBIT H

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.

CERTIFICATION CONCERNING NONDISCRIMINATION

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



**AFFIDAVIT CONCERNING
CONSULTING FEES**

Pursuant to Section 4a-81 of the Connecticut General Statutes, this Affidavit must be completed and properly executed under penalty of false statement by a chief official of the successful bidder/proposer/statement of qualifications submitter for an Agreement (the "Contractor"). Such chief official of the Contractor must be the person who is properly authorized to execute the Agreement on behalf of the Contractor. This Affidavit must be properly executed at the same time that the Contractor executes the Agreement. If the Contractor fails to execute this Affidavit, the Contractor shall be disqualified for the Agreement.

I, the undersigned, am over the age of eighteen and understand and appreciate the obligation of an oath.
I am _____ (title) of _____ (firm name), an entity duly formed and existing under the laws of _____ (name of state or commonwealth) ("Contractor").

I certify that I am authorized to execute and deliver this affidavit on behalf of Contractor, as follows:

1. Contractor seeks to enter into the "Metal Fabrication And Installation Of Trailer-Loading Dump Guard at CRRA's Essex Transfer Station" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² require that consultant pursue communications concerning business of CRRA, whether or not direct contact with CRRA, a CRRA official, a CRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

¹ Pursuant to Section 1-94 of Chapter 10 the Connecticut General Statutes, a lobbyist as defined in the Chapter is required to register with the Office of State Ethics.

² Pursuant to Section 41-81 of the Connecticut General Statutes, for the purposes of this Affidavit, "consulting agreement" means "any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such affidavit is submitted in accordance with the provisions of this section.

TABLE 1: Disclosure of Consulting Agreements

(If Contractor has not entered into any consulting agreements² in connection with the Agreement, Contractor should enter "None" in the space provided for the "Name of Consultant.")

Name of Consultant:		
Name of Consultant's Firm:		
Description of the Basic Terms of the Consulting Agreement:		
Brief Description of the Services Provided:		
Is the Consultant a Former State Employee or Public Official?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If the answer to the question above concerning whether or not the consultant is a former state employee or public official is "Yes," the following information must be provided.		
Name of Former Agency:		
Date Employment Terminated:		

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

 Notary Public/Commissioner of the Superior Court

 Commission Expiration Date



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

**CONTRACTOR'S CERTIFICATION
CONCERNING GIFTS**

**FABRICATION OF TRAILER-LOADING DUMP GUARD
CRRA ESSEX TRANSFER STATION**

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

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer/statement of qualifications submitter 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/statement of qualifications for the "METAL FABRICATION AND INSTALLATION OF TRAILER-LOADING DUMP GUARD AT CRRA'S ESSEX TRANSFER STATION" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between November 1, 2011 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/statement of qualifications 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/statement of qualifications 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/qualifications 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

Metal Fabrication And Installation Of Trailer-Loading Dump Guard At CRRA's Essex Transfer Station
 FORM OF AGREEMENT EXHIBIT K

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/statement of qualifications 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

John Romano, Project Manager
Roger Guzowski, Contract and Procurement Manager
Peter Egan, Director of Operations and Environmental Affairs
Tom Kirk, President

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

Governor Dannel P. Malloy
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 _____ 20 ____

 Notary Public/Commissioner of the Superior Court

Metal Fabrication And Installation Of Trailer-Loading Dump Guard At CRRA's Essex Transfer Station
FORM OF AGREEMENT EXHIBIT K

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.



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**FABRICATION OF TRAILER-LOADING DUMP GUARD
CRRA ESSEX TRANSFER STATION
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 "METAL FABRICATION AND INSTALLATION OF TRAILER-LOADING DUMP GUARD AT CRRA'S ESSEX TRANSFER STATION" 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 _____ 20 ____

Notary Public/Commissioner of the Superior Court