

**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

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

**FOR**

**ON-CALL OPERATION AND MAINTENANCE WORK  
CRRRA HARTFORD LANDFILL**

**(RFB Number FY12-EN-002)**

**BID DUE DATE – DECEMBER 22, 2011**

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

**November 21, 2011**

**REQUEST FOR BIDS**  
For  
**ON-CALL OPERATION AND MAINTENANCE WORK**  
**CRRA HARTFORD LANDFILL**

**(RFB Number 12-EN-002)**

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

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  - Exhibit H: Contractor's Wage Certification Form
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  - Exhibit M: Affidavit Concerning Consulting Fees [to be executed by successful bidder]
  - Exhibit N: Contractor's Certification Concerning Gifts [to be executed by successful bidder]
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**REQUEST FOR BIDS  
FOR  
ON-CALL OPERATIONS AND MAINTENANCE WORK  
CRRRA HARTFORD LANDFILL**

**SECTION 1**

**NOTICE TO CONTRACTORS  
REQUEST FOR BIDS**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO CONTRACTORS – REQUEST FOR BIDS

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 certain equipment to perform operation and maintenance work for CRRA's Hartford landfill (the "Work"), located at 180 Leibert Road (in the North Meadows off of Exit 33 on I-91) in Hartford, Connecticut 06120.

The Hartford Landfill is undergoing final closure preparation, which closure work is estimated to begin during the summer of 2012 and be completed by early 2013. During the closure preparation and closure period, CRRA requires a qualified contractor to perform maintenance and operation work at the landfill.

The Work at the Landfill will be strictly on an on-call basis at CRRA's sole discretion. The contract for the Work is anticipated to begin on March 1, 2012 and continue until February 28, 2015 or such time CRRA deems the contract no longer necessary. It is currently estimated that Work will continue until at least early 2013.

The work will be subject to the State of Connecticut's prevailing wage requirements.

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, November 21, 2011**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact 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 for prospective bidders at the Hartford Landfill at 10am, Eastern Time, December 1, 2011**. There will also be a brief, mandatory tour of the Hartford Landfill immediately following the pre-bid conference. **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](mailto:rguzowski@crra.org) or (860) 757-7703) by 3pm Eastern Time, Wednesday, November 30, 2011.

**Sealed bids will be received at the offices of CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722 no later than 3pm Eastern Time on Thursday, December 22, 2011.** 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](mailto:rguzowski@crra.org)) by fax (860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103) no later than December 8, 2011. 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  
ON-CALL OPERATIONS AND MAINTENANCE WORK  
CRRRA HARTFORD LANDFILL**

**SECTION 2  
INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**

**OPERATION AND MAINTENANCE WORK**  
**AT**  
**CONNECTICUT RESOURCES RECOVERY AUTHORITY**  
**HARTFORD LANDFILL**

**(RFB Number FY12-EN-002)**

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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 from qualified contractors to furnish all labor and certain equipment to perform maintenance and operations work for CRRA's Hartford landfill (the "Work"),

located at 180 Leibert Road (in the North Meadows off of Exit 33 on I-91) in Hartford, Connecticut 06120.

The Hartford Landfill is undergoing final closure preparation, which closure work is estimated to begin during the summer of 2012 and be completed by early 2013. During the closure preparation and closure period, CRRA requires a qualified contractor to perform maintenance and operation work at the landfill.

**The Work at the Landfill will be strictly on an on-call basis at CRRA's sole discretion.** The contract for the Work is anticipated to begin on March 1, 2012 and continue until such time CRRA deems the contract no longer necessary, currently estimated to be sometime in early 2013.

## 2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Documents Available	Monday, November 21, 2011
Mandatory Pre-Bid Conference	10:00 a.m., Thursday, December 1, 2011 <i>notice of interest form due back to CRRA by 3pm on Wednesday, November 30, 2011</i>
Deadline for Written Questions	3:00 p.m., Thursday, December 8, 2011
Response to Written Questions	No Later Than Thursday, December 15, 2011
Proposals Due at CRRA	3:00 p.m., Thursday, December 22

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

## 3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**



- (1) Agreement For Operation and Maintenance Work for CRRA Hartford Landfill (the "Agreement");
  - (2) RFB Package Documents (defined below)
  - (3) Addenda;
  - (4) Contractor's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);
  - (5) Notice Of Award, with Contractor Certification Concerning Gifts attached [to be executed by successful bidder]; and
  - (6) Any written amendments to the Agreement.
- (c) **Landfill:** The CRRA Hartford Landfill.
- (d) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (e) **Notice Of Award:** Written notification from CRRA to 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.
- (f) **Project:** The provision by the successful bidder of operation and maintenance work for the CRRA Hartford Landfill, in accordance with the Contract Documents.
- (g) **Property:** The certain parcel of real property leased by CRRA located at 180 Leibert Road in Hartford, Connecticut, upon which property CRRA operates a certain sanitary landfill known as the Hartford Landfill (the "Hartford Landfill");
- (h) **RFB Package Documents:**
1. Notice To Contractors – Request For Bids;
  2. Instructions To Bidders;
  3. Notice of Interest Form
  4. Bid Bond Form;
  5. Required Bid Forms
    - 5.1. Bid Form
    - 5.2. Payment Rate Schedule Form;
    - 5.3. Firm Background and Experience Form
    - 5.4. Personnel Background and Experience Form
    - 5.5. References Form;
    - 5.6. Subcontractor Identification Form;
    - 5.7. Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;

- 5.8. Affidavit Concerning Nondiscrimination;
  - 5.9. Bidder's Background Questionnaire;
  - 5.10. Business Disclosure Form
  - 5.11. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
  - 6. Notice Of Award,
  - 7. Form of Agreement For Operation and Maintenance at the Hartford Landfill, including:
    - A. Scope Of Work;
    - B. Request For Work – Standard Format;
    - C. Compensation Schedule;
    - D. Monthly Bill Format;
    - E. CRRA's Travel And Expense Reporting Policy And Procedure
    - F. Performance Security (Performance Bond Form and Performance Letter of Credit Form);
    - G. Payment Security (Payment Bond Form);
    - H. Contractor's Wage Certification Form;
    - I. Schedule of Prevailing Wages;
    - J. Contracting Agency Certification Form;
    - K. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
    - L. Affidavit Concerning Nondiscrimination;
    - M. Affidavit Concerning Consulting Fees;
    - N. Contractor's Certification Concerning Gifts; and
    - O. President's Certification Concerning Gifts.
- (i) **Site:** Those areas of the Property upon which any of the Work is to be performed, furnished and completed by the successful bidder in accordance with the Contract Documents.

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

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

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

## 5. Scope Of Work

CRRA is seeking bids from qualified contractors to furnish all labor and certain equipment to perform on-call work for CRRA's Hartford landfill (the "Work"). Specific instructions about how the Work is to be performed are included in the Agreement. The Work will be performed in accordance with and as required by the Contract Documents, including but not limited to, the Scope Of Work set forth in Exhibit A of the Agreement (the "Scope of Work") which is attached hereto and made a part hereof.

Any Work performed under this contract will be performed pursuant to a Request For Work initiated by CRRA. For a Request For Work, the successful bidder would be required to provide a detailed scope of work and an estimate of the costs and time to perform the specific work. If CRRA decides to have the successful bidder perform such requested work, such bidder will execute a Request For Work in the form outlined in Exhibit B, which is attached hereto and made a part hereof. In preparing the cost estimate for a Request For Work, the successful bidder will be required to use the rates specified on the successful bidders Bid Payment Rate Schedule Form.

The types of work the successful bidder will be required to perform include, but are not necessarily limited to, the following:

- (a) Excavation;
- (b) Filling;
- (c) Grading;
- (d) Leachate seep repair;
- (e) Drainage swale and downchute construction/maintenance;
- (f) Erosion repair;
- (g) Settlement repair;
- (h) Topsoil placement;
- (i) Seeding/hydroseeding;
- (j) Installation of erosion control measures;
- (k) Storm drainage system installation/repair/removal;
- (l) Landfill cover system installation/repair; and
- (m) Other miscellaneous construction/maintenance work as required and directed by CRRA.

CRRA owns the following pieces of equipment at the Hartford Landfill:

- Caterpillar 966 Front End Loader;
- Caterpillar D6 Bulldozer;
- Caterpillar 866 Compactor;
- Caterpillar 312B Excavator;
- Dump Truck (10 wheel); and
- Water Truck.
- Site Truck used for Fueling Equipment
- Caterpillar CS 563C Vibratory Roller
- Ford LTL9000 Roll Off Tractor with box

Contractor is expected to operate and maintain this and other ancillary equipment as is required to perform the Work, as directed by CRRA.

A Request For Work at the Hartford Landfill likely will involve the successful bidder providing just the operators/drivers needed to operate CRRA's equipment. In such a case, if the foregoing equipment breaks down during the successful bidder's use pursuant to a Request For Work, CRRA may elect, at its sole and absolute discretion, not to immediately repair or replace the equipment, but to modify the Request For Work so that the successful bidder provides its own equipment for the remainder of the work under the Request For Work. The modification of the Request For Work would include a modification of the prices at which the successful bidder would be reimbursed.

CRRA may also enter into Requests For Work with the successful bidder for providing maintenance work for its Hartford Landfill equipment.

The successful bidder will be required to provide both a Performance Security and a Payment Security, each in the amount of \$50,000, for the entire period of time that work is being performed under a Request For Work (see Article 7 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, November 21, 2011 at: <http://www.crra.org> under the "Business Opportunities" page; select the "RFB: Operation and Maintenance Work for CRRA Hartford Landfill" link.

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

The RFB Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact 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."

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

**There will be a mandatory pre-bid conference and site tour for all prospective bidders. The mandatory pre-bid conference will be held at the Hartford Landfill, 180**

**Leibert Road, Hartford, Connecticut 06120 at 10:00 a.m., Thursday, December 1, 2011.** . Any prospective bidder intending to participate in the pre-bid conference and the site tour should notify CRRA by submitting the Notice of Interest Form (section 3 of this RFB packet) to Roger Guzowski ([rguzowski@crra.org](mailto:rguzowski@crra.org) or (860) 757-7703) **by 3:00pm, Wednesday, November 30, 2011.**

CRRA reserves the right to reschedule the mandatory pre-bid conference and site tour due to inclement weather, or any other reason, at the sole discretion of CRRA.

Bids submitted by a bidder who did not attend the mandatory pre-bid conference and site tour shall be rejected. Alternate times for visiting the Hartford Landfill, other than this mandatory pre-bid conference and site tour, will not be allowed.

## **8. Addenda And Interpretations**

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification 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 ([rguzowski@crra.org](mailto:rguzowski@crra.org)), by fax ((860) 757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722).** **To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Thursday, December 8, 2011.**

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the RFB Package Documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: On-Call Operation And Maintenance t Work – CRRA Hartford Landfill" heading).

Addenda issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: On-Call Operation And Maintenance t Work – CRRA Hartford Landfill" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

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

## 9. Bid Submittal Procedures

**Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Thursday, December 22, 2011** 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.

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

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Operation and Maintenance Work for CRRA Hartford Landfill"

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

**The terms and conditions of the Agreement (Section 14 of the RFB Package Documents), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid.**

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

## 10. Bid Security

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

### 10.1 Amount of Security

The Bid Security shall be in the amount of **Five Thousand Dollars (\$5,000)**.

### 10.2 Type of Security

The following are the acceptable forms of Bid Security:

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

The Bid Security shall be made payable to CRRA.

Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in Section 3 of the RFB Package Documents and such bid bond shall be exe-

cuted and issued by a surety company acceptable to CRRA. Any bid that does not contain the above requisite Bid Security or any bid that contains Bid Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

### **10.3 Disposition of Bid Security**

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

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

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

## **11. Bid Contents**

Bids shall be submitted on forms provided by 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 must be in the following order:

- (a) Title page, including the title of the project, the name of the bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with CRRA, which includes the following:
  - (1) The name of the bidder;
  - (2) The legal structure of the bidder (e.g., corporation, joint venture, etc.);
  - (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 noting any technical exceptions taken thereto; and

- (4) The bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 13.2 of this Instructions To Bidders);
- (c) Table of Contents;
- (d) Bid Security (cashier's check, certified check or bid bond) (see Section 10 of this Instructions To Bidders);
- (e) The Bid Form (Section 5.1 of the RFB Package Documents), with Addenda, if any, listed in the appropriate place (Page 2), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (f) The completed Bid Payment Rate Schedule Form (Section 5.2 of the RFB Package Documents);
- (g) The completed Firm Background And Experience Form (section 5.3 of the RFB Package Documents);
- (h) The completed Personnel Background And Experience Form (section 5.4 of the RFB Package Documents);
- (i) The completed References Form (Section 5.5 of the RFB Package Documents);
- (j) The completed Subcontractor Identification Form (Section 5.6 of the RFB Package Documents);
- (k) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 5.7 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;
- (l) The completed Affidavit Concerning Nondiscrimination (Section 5.8 of the RFB Package Documents), with the bidder's nondiscrimination policies and procedures attached;
- (m) The completed Bidder's Background Questionnaire (Section 5.9 of the RFB Package Documents);
- (n) The completed Bidder's Disclosure Form (Section 5.10 of the RFB Package Documents); and
- (o) A copy of the bidder's up-to-date certificate of insurance showing all current insurance coverage.

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



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

## 12. Bid Opening

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

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

## 13. Bid Evaluation

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

***13.1 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.***

## 14. Evaluation Criteria

### PRICE

CRRA will evaluate bid prices based on the labor and equipment rates provided by the bidder, along with CRRA's anticipated level of work throughout the contract period.

### LANDFILL EXPERIENCE OF PERSONNEL

The Background and Experience Form includes questions regarding the experience and background of personnel that will be assigned to the work. Bids will be ranked based on the level of landfill experience of personnel that will be assigned to the work.

### LANDFILL EXPERIENCE OF COMPANY

The Background and Experience Form includes questions regarding the experience and background of the bidder. Bids will be ranked based on the level of landfill experience of the bidder.

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

#### **14.1 Affirmative Action Evaluation Criteria**

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

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 5.7 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 5.7 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 5.7 of the RFB Package Documents));
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 11(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 11(b) of this Instructions To Bidders).

#### **15. 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.

**16. 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 Exhibit N to Section 7 of the RFB Package Documents).

**17. Prevailing Wage**

The Work will be subject to the Prevailing Wage provisions of the *Connecticut General Statutes*. (See Section 8.7 of the Agreement.)

**18. 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.

**19. Bid Preparation And Other Costs**

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

**REQUEST FOR BIDS  
FOR  
ON-CALL OPERATIONS AND MAINTENANCE WORK  
CRRRA HARTFORD LANDFILL**

**SECTION 3  
NOTICE OF INTEREST FORM**



<b>NOTICE OF INTEREST FORM</b>
--------------------------------

Individuals and firms that have an interest in attending the **MANDATORY** pre-bid meeting and site tour for this RFP on **December 1, 2011** should 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 Bids/Proposals/Qualifications 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:	<b>ON-CALL OPERATION AND MAINTENANCE CRRA HARTFORD LANDFILL</b>
RFB/P/Q Number:	<b>12-EN-002</b>
Form Due Time/Date:	<b>3:00 p.m., Wednesday, November 30, 2011</b> <i>(Mandatory meeting and tour is 10am on Thursday, December 1, 2011.)</i>

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

**REQUEST FOR BIDS  
FOR  
ON-CALL OPERATIONS AND MAINTENANCE WORK  
CRRRA HARTFORD LANDFILL**

**SECTION 4  
BID BOND FORM**

# BID/PROPOSAL BOND FORM

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

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

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

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**OWNER** (Name and Address):

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

<b>DUE DATE:</b>	December 22, 2011
<b>AMOUNT:</b>	\$5,000.00 (Five Thousand Dollars)
<b>PROJECT DESCRIPTION</b> <small>(Including Name and Location):</small>	On-Call Operation and Maintenance at the Hartford Landfill Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 <sup>th</sup> Floor Hartford, Connecticut 06103

**BOND**

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

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

**BIDDER/PROPOSER**

**SURETY**

--

(SEAL)

--

(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

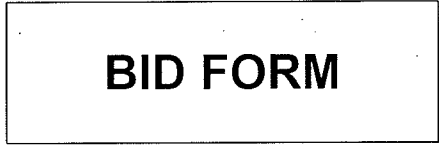
## TERMS AND CONDITIONS TO BID/PROPOSAL BOND

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



**REQUEST FOR BIDS  
FOR  
ON-CALL OPERATIONS AND MAINTENANCE WORK  
CRRRA HARTFORD LANDFILL**

**SECTION 5  
REQUIRED BID FORMS**



**PROJECT:** Mid Connecticut

**RFB NUMBER:** FY12-EN-002

**CONTRACT FOR:** On-Call Operation and Maintenance Work Connecticut Resources Recovery Authority Hartford Landfill

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

**1. DEFINITIONS**

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

**2. TERMS AND CONDITIONS**

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

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

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

- (e) 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 at the rates specified in Bid Payment Rate Schedule Price set forth in this Bid, in accordance with the terms and conditions of the Contract Documents and Agreement and in accordance with any specific Request For Work entered into between the successful Bidder and CRRA; and
- (b) At the request of CRRA and if the successful Bidder qualifies, to apply with the State of Connecticut Department Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/Disabled Person Business Enterprise in accordance with Section 4a-60g of the *Connecticut General Statutes*.

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

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

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

In submitting this Bid, Bidder represents that:

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

Addendum Number	Date Issued

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

## 6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

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

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

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

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

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

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

In submitting this Bid, Bidder:

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

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

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

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

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

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

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

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

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

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

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

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 5.11 [SEEC Form 11] of the Contract Documents.

**15. ATTACHMENTS**

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

- (a) The properly executed Bid Security;
- (b) The completed Bid Payment Rate Schedule Form (RFB exhibit 2);
- (c) The completed Firm Background And Experience Form (RFB exhibit 3);
- (d) The Completed Personnel Background And Experience Form (RFB exhibit 4);
- (e) The completed References Form (RFB exhibit 5);
- (f) The completed Subcontractor Identification Form (RFB exhibit 6);
- (g) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder (RFB exhibit 7);
- (h) Affidavit Concerning Nondiscrimination that has been completely filled out and signed by Bidder, with the Bidder's nondiscrimination policies and procedures attached (RFB exhibit 8);
- (i) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court (RFB exhibit 9);
- (j) Business Disclosure Form (RFB exhibit 10); and
- (k) A copy of the Bidder's up-to-date certificate of insurance showing all current insurance coverage.

**16. NOTICES**

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

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

**17. ADDITIONAL REPRESENTATION**

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

**AGREED TO AND SUBMITTED ON**

\_\_\_\_\_ 2011

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





**BID PAYMENT RATE  
SCHEDULE FORM**

**ON-CALL OPERATION AND MAINTENANCE WORK  
CONNECTICUT RESOURCES RECOVERY AUTHORITY'S HARTFORD LANDFILL  
(RFB Number 12-EN-002)**

Bidder will provide equipment, labor, and/or materials as described below necessary to complete the Work described in the RFB for the following unit prices (the "Base Bid"). Bidder shall submit unit prices for all applicable categories in which they own equipment and/or can provide labor. Unit prices need not be submitted for all categories.

In determining the unit prices for equipment, Bidder shall assume that the price of diesel fuel is \$4.00 per gallon. CRRA has made the presumption that the cost of diesel fuel to operate a piece of equipment represents 20% of the unit price for that piece of equipment. CRRA shall adjust (increase or decrease) the diesel fuel portion of the unit prices specified below proportionately to the change in the price of diesel fuel (increase or decrease) from \$4.00 per gallon at the time that CRRA executes a Request For Work with the successful bidder.

For example, if CRRA executes a Request For Work with a successful bidder for a piece of equipment for which the successful bidder has specified a rate of \$150/hour (of which CRRA presumes \$30 is attributable to the cost of fuel) and the price of diesel fuel at the time the Request For Work is executed is \$5.00/gallon, CRRA will increase the rate the successful bidder can use in determining the cost estimate for the Request For Work and in billing CRRA for work performed pursuant to the Request For Work by \$7.50/hour to \$157.50/hour. In this example, the percentage increase in the price of diesel fuel is 25%. The portion of the hourly price for the equipment attributable to diesel fuel is \$30. Multiplying \$30 by 25% produces a result of \$7.50. Therefore, the unit price the successful bidder would use in preparing the cost estimate for the Request For Work and for billing CRRA for work performed pursuant to the Request For Work would equal \$150/hour (the unit price specified in the Bid Payment Rate Schedule Form) plus \$7.50/hour (the adjustment for changes in the prices of diesel fuel) for a total of \$157.50/hour. Similarly, if the price of diesel fuel at the time the Request For Work is executed is \$3.00/gallon, CRRA will decrease the rate the successful bidder can use in determining the cost estimate for the Request For Work and for billing CRRA for work performed pursuant to the Request For Work by \$7.50/hour to \$142.50/hour.

In determining the price of diesel fuel at the time a Request For Work is executed, CRRA will use the Bureau of Labor Statistics Average Price Data, Series ID APU010074717, Northeast Urban, Automotive Diesel Fuel, as reported monthly.

**1. LABOR**

	Foreman		
	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

	General Labor		
	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

	Equipment Operator <sup>1</sup>		
	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

	Vehicle Driver <sup>2</sup>		
	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

- 1 For operating the following CRRA-owned and supplied equipment at the Hartford Landfill: Cat 966 Loader, Cat D6 Bulldozer, Cat 866 Compactor and Cat 312B Excavator;
2. For driving the following CRRA-owned and supplied vehicles at the Hartford Landfill: Dump Truck (10 wheel) and Water Truck.

	Equipment Mechanic		
	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate	\$	\$	\$
Daily Rate (8 hour day)	\$	\$	\$
Weekly Rate (40 hour week)	\$	\$	\$

**2. EQUIPMENT (All Equipment Unit Prices shall include Operators and be based on the price of diesel fuel at \$4.00 per gallon.)**

**2.1 Large Excavator (Cat 330 or equal)**

Type of Excavator (please specify)	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.2 Medium Excavator (Cat 320 or equal)**

Type of Excavator (please specify)	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.3 SMALL EXCAVATOR (CAT 307 OR EQUAL)**

Type of Excavator (please specify)	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.4 BACKHOE (CASE 580 OR EQUAL)**

Type of Backhoe (please specify)	Year 1 (03/01/12-02/28/13)	Year 2 (03/01/13-02/28/14)	Year 3 (03/01/14-02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.5 SKID STEER (BOBCAT OR EQUAL)**

Type of Skid Steer (please specify)	Year 1 (03/01/12-02/28/13)	Year 2 (03/01/13-02/28/14)	Year 3 (03/01/14-02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.6 LARGE BULLDOZER (CAT D8 OR EQUAL)**

Type of Bulldozer (please specify)	Year 1 (03/01/12-02/28/13)	Year 2 (03/01/13-02/28/14)	Year 3 (03/01/14-02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.7 MEDIUM BULLDOZER (CAT D6R OR EQUAL)**

Type of Bulldozer (please specify)	Year 1 (03/01/12-02/28/13)	Year 2 (03/01/13-02/28/14)	Year 3 (03/01/14-02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.8 SMALL BULLDOZER (CAT D4 OR EQUAL)**

Type of Bulldozer (please specify)	Year 1 (03/01/12-02/28/13)	Year 2 (03/01/13-02/28/14)	Year 3 (03/01/14-02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.9 LARGE ROLLER (W/VIBRATORY CAPABILITY) (CAT 433 OR EQUAL)**

Type of Roller (please specify)	Year 1 (03/01/12-02/28/13)	Year 2 (03/01/13-02/28/14)	Year 3 (03/01/14-02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.10 SMALL ROLLER (W/VIBRATORY CAPABILITY) (CAT 663 OR EQUAL)**

Type of Roller (please specify)	Year 1 (03/01/12-02/28/13)	Year 2 (03/01/13-02/28/14)	Year 3 (03/01/14-02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.11 LARGE FRONT END LOADER (CAT 988 OR EQUAL)**

Type of Loader (please specify)	Year 1 (03/01/12-02/28/13)	Year 2 (03/01/13-02/28/14)	Year 3 (03/01/14-02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.12 MEDIUM FRONT END LOADER (CAT 966 OR EQUAL)**

Type of Loader (please specify)	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.13 SMALL FRONT END LOADER (CAT 924 OR EQUAL)**

Type of Loader (please specify)	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.14 SITE TRUCK (TEREX 4066C 40 TON OR EQUAL)**

Type of Truck (please specify)	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.15 LARGE DUMP TRUCK (10 WHEEL)**

Type of Truck (please specify)	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.16 SMALL DUMP TRUCK (6 WHEEL)**

Type of Truck (please specify)			
	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.17 HYDROSEEDER (PRICE IS PER SQUARE YARD COMPLETED AND PRICE TO INCLUDE ALL LABOR, GRASS SEED, FERTILIZER, BINDER MATERIAL, AND INCIDENTALS)**

Hydroseeder (please specify)			
	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Price per SQUARE YARD Hydroseed (1 to 1,000 SY)	\$	\$	\$
Price per SQUARE YARD Hydroseed (1,000 to 5,000 SY)	\$	\$	\$
Price per SQUARE YARD Hydroseed (5,000+ SY)	\$	\$	\$

**2.18 STREET SWEEPER**

Type of Sweeper (please specify)			
	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**2.19 OTHER EQUIPMENT (PLEASE PROVIDE HOURLY, DAILY, AND WEEKLY PRICING FOR EQUIPMENT NOT LISTED ABOVE)**

Type of Equipment (please specify)			
	Year 1 (03/01/12- 02/28/13)	Year 2 (03/01/13- 02/28/14)	Year 3 (03/01/14- 02/28/15)
Hourly Rate with Operator	\$	\$	\$
Daily Rate with Operator (8 hrs)	\$	\$	\$
Weekly Rate with Operator (5 days)	\$	\$	\$

**3. MATERIALS**

Materials for Work completed under this RFB may be purchased by CRRA and provided to Bidder. Materials, if purchased by Bidder, will be paid for at cost plus 10%, based on invoices provided to CRRA. All materials purchased are non-taxable and the invoice should reflect such.

Bidder warrants and represents that the above prices: (i) include all expenses and costs to be incurred by Bidder in performing and completing the Work, and (ii) do not include any Connecticut sales and use tax.





**FIRM BACKGROUND AND  
EXPERIENCE FORM**

In the table below, summarize work performed and services provided by the firm that are of a nature similar to those specified in the Bid Package Documents which will enable CRRA to evaluate the experience and professional capabilities of the Bidder related to such Category of Services. Include a detailed description of any experience bidder has as a permittee or operator of a Solid Waste Disposal Area.

**BACKGROUND AND EXPERIENCE [attach additional pages if necessary]**

[This area is a large empty rectangular box provided for the bidder to enter details about their background and experience.]



## **PERSONNEL BACKGROUND AND EXPERIENCE FORM**

In the tables on the following pages, identify individuals in your firm that either currently hold, or in the past have held certification as a Landfill Operator with the State of Connecticut Department of Energy and Environmental Protection.

In the tables on the following pages, identify individuals in your firm who have experience operating heavy equipment on landfills. Identify the number of years of experience, the types of equipment used, identify the landfill(s) where work was performed, and identify types of work performed.

In the tables on the following pages, identify individuals in your firm with training, certifications, or licenses in heavy equipment operation, construction methods, or safety programs. Provide details of such training, certifications, and licenses.

In the tables on the following pages, identify individuals in your firm who are experienced heavy equipment mechanics. Detail the experience. Detail any training, certifications, or licenses possessed by such individuals.

Attach additional pages as necessary.

**PROFESSIONAL 1**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 2**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 3**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 4**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 5**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 6**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 7**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 8**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 9**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			

**PROFESSIONAL 10**

Name:		Staff Level:	
Title:		% of Time Available:	
Probable Areas of Responsibility:			
Other Categories Of Services:			
Background:			



**REFERENCES FORM**

In the tables below, provide the names of at least three (3) non-CRRA references who can attest to the quality of work performed/services provided by Bidder that are comparable to those associated with this FRB. 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:	



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

**Subcontractor 1**

Company Name	
Services To Be Provided	

**Subcontractor 2**

Company Name	
Services To Be Provided	

**Subcontractor 3**

Company Name	
Services To Be Provided	

**Subcontractor 4**

Company Name	
Services To Be Provided	



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

**LIST OF ACRONYMS**

- RCSA – Regulations of Connecticut State Agencies  
CHRO – State of Connecticut Commission on Human Rights and Opportunities  
DAS – State of Connecticut Department of Administrative Services

**FOOTNOTES**

- <sup>1</sup> 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.
- <sup>2</sup> 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 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 "Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility Agreement (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 11

\_\_\_\_\_  
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 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 <b>criminal</b> 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 <b>civil</b> investigation<sup>1</sup>?</p> <p style="margin-left: 20px;">(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 <b>criminal</b> investigation?</p> <p style="margin-left: 20px;">(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"/>

<sup>1</sup> 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 <b>civil</b> investigation<sup>1</sup>?</p> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor.</li> </ul> <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> <ul style="list-style-type: none"> <li>(a) A principal of the Contractor;</li> <li>(b) An owner of the Contractor;</li> <li>(c) An officer of the Contractor;</li> <li>(d) A partner in the Contractor;</li> <li>(e) A director of the Contractor; or</li> <li>(f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</li> </ul> <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 11

\_\_\_\_\_  
 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]

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**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](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

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

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

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

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

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

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

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

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

**REQUEST FOR BIDS  
FOR  
ON-CALL OPERATIONS AND MAINTENANCE WORK  
CRRRA HARTFORD LANDFILL**

**SECTION 6  
NOTICE OF AWARD**





## NOTICE OF AWARD

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

**PROJECT:** Mid-Connecticut Project

**RFB NO.:** FY12-EN-002

**CONTRACT:** ON-CALL OPERATION AND MAINTENANCE WORK  
CRRA HARTFORD LANDFILL

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE OF BID] in response to CRRA's Notice To Contractors – Request For Bids for the above-referenced Work, which Work is more particularly described in the Agreement For On-Call Operation and Maintenance – CRRA Hartford Landfill (the "Work").

You are hereby notified that your firm has been selected to perform the Work from time to time as may be requested by the Connecticut Resources Recovery Authority at its sole and absolute discretion. The rates at which CRRA will pay for the Work are as specified in Exhibit C of the Agreement.

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

- (a) Execute the two attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes:
  - (a) Preparing the Notice to CRRA of the proposed Contractor as specified in Entering the requested information in the "Notices" Section (Section 8.8, Page 21) of the Agreement,
  - (b) Signing the Agreement (Page 24),
  - (c) Printing the signer's name under the signature line (Page 24 and
  - (d) Printing the signer's title following the word "Its" (Page 24);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;

- (c) Execute the attached Affidavit Concerning Consulting Fees and deliver such executed Affidavit to CRRA;
- (d) Deliver to CRRA the requisite certificate(s) of insurance as specified in Article \_\_\_ of the Agreement [Please be advised that this is the area in which Consultants seem to have the most difficulty. CRRA requires that the certificate submitted show evidence of exactly the insurance requirements specified in the Agreement.];
- (e) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (f) If the remittance address/contact information for the Services is different from the address/contact information indicated on Page 1 of this "Notice of Award," provide such remittance address/contact information in the following table;

Contractor Name:	
Remittance Contact:	
Title:	
Street Address:	
Street Address:	
City, State, Zip Code	
Telephone Number:	
Fax Number:	
E-Mail Address:	

- (g) 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 (g) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Proposal as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

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

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

Connecticut Resources Recovery Authority

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

Roger Guzowski

Title: Contracts and Procurement Manager

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By:

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

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

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

**REQUEST FOR BIDS  
FOR  
ON-CALL OPERATIONS AND MAINTENANCE WORK  
CRRRA HARTFORD LANDFILL**

**SECTION 7  
FORM OF AGREEMENT AND EXHIBITS**

**AGREEMENT  
FOR  
ON-CALL OPERATION AND MAINTENANCE WORK  
CONNECTICUT RESOURCES RECOVERY AUTHORITY  
HARTFORD LANDFILL**

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- Exhibit A: Scope Of Work
- Exhibit B: Request for Work Form – Standard Format
- Exhibit C: Compensation Schedule
- Exhibit D: Monthly Bill Format
- Exhibit E: CRRRA's Travel And Expense Reporting Policy and Procedure
- Exhibit F: Performance Security
- Exhibit G: Payment Security
- Exhibit H: Contractor's Wage Certification Form
- Exhibit I: Schedule of Prevailing Wages
- Exhibit J: Contracting Agency Certification Form
- Exhibit K: SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
- Exhibit L: Affidavit Concerning Nondiscrimination
- Exhibit M: Affidavit Concerning Consulting Fees
- Exhibit N: Contractor's Certification Concerning Gifts
- Exhibit O: CRRRA President's Certification Concerning Gifts

This **AGREEMENT FOR ON-CALL OPERATION AND MAINTENANCE WORK CONNECTICUT RESOURCES RECOVERY AUTHORITY HARTFORD LANDFILL** (the "Agreement") is made and entered into as of this 1st day of March, 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, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (hereinafter "CRRA" or "Owner") and **[NAME OF SUCCESSFUL BIDDER]**, having its principal offices at **[ADDRESS OF SUCCESSFUL BIDDER]** (hereinafter "Contractor").

## **PRELIMINARY STATEMENT**

**WHEREAS** CRRA leases a certain parcel of real property located at 180 Leibert Road in Hartford, Connecticut, (the "Property").

**WHEREAS**, upon which Hartford property CRRA operates a certain sanitary landfill known as the "Hartford Landfill," (the "Landfill");

**WHEREAS** CRRA now desires to enter into this Agreement with Contractor in order for Contractor to provide on-call operation and maintenance work at the Landfill within the boundary of the Property, and other related work, 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 providing on-call operation and maintenance work for CRRA's Hartford Landfill, including, but not limited to, the work described in **Exhibit A** (the "Scope of Work") attached hereto and made a part hereof (collectively, the "Work"), as such Work shall be requested by CRRA through the issuance of a Request For Work as detailed in Section 2.4 herein.

### **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;
- (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 Specific Work RFW**

Prior to undertaking any work under this Agreement, Contractor and CRRA shall mutually agree in writing upon a detailed scope of work required for the specific work requested by CRRA, together with an estimate of the time, cost, and expenses for such work. CRRA will request performance of such work by means of a written request in accordance with the format of **Exhibit B** attached hereto and made a part hereof (a "Request"). Accordingly, upon receipt and acceptance of a written Request, Contractor will perform such work described in such Request in accordance with the terms of this Agreement and such Request. If, during Contractor's performance of such work, there is a change in Contractor's estimated time, cost or expenses for such work, Consultant will promptly notify CRRA in writing of such change and shall not incur any costs or expenses exceeding those specified in the Request without prior written authorization from CRRA. CRRA shall not pay for any Work rendered or expenses incurred by Contractor in excess of those included in such Request unless specifically authorized in advance and in writing by CRRA.

### **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 Landfill 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 Operator'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 Hartford Landfill.

## 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 a Request For Work issued pursuant to Section 2.4 herein, 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 in a Request For 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) provided that **Exhibit C**, to the extent applicable, shall be used to determine the appropriate increase or decrease in the quantity or cost of the materials or Work necessitated by such revisions, modifications or changes. 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 Landfill are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor acknowledges and agrees that CRRA does not assume any responsibility for such information and data and that Contractor is solely responsible for investigating and satisfying itself as to all actual and existing conditions at the Landfill, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Landfill and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Work to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Work can be performed, furnished and completed in accordance with the terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Landfill 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 requested by CRRA in a Request For 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 Methane Gases**

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

## **2.12 Proprietary Information**

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

### **2.13 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.

### **2.14 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.

### **2.15 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.

### **2.16 Contractor's Employees**

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

## 2.17 Notice of Damage or Theft

Operator 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.

## 2.18 Mechanic's Liens

Contractor shall claim no interest in the Properties or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the Landfills 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 Properties. 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**, as those rates may be modified by CRRA to account for changes in the price of diesel fuel, as specified in **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 in a Request For Work. Contractor shall include on each invoice the number, as assigned by CRRA, of the Request For Work.

Such invoice will contain at least the following information.

- (a) The name, title and billing rate for each person performing Work and piece of equipment used for performing Work for which payment is sought;
- (b) A description of the Work performed by each person;
- (c) The time spent by each person on the Project;
- (d) Separate listing of all expenses incurred, including copies of receipts or sub-contractor invoices;
- (e) The time period covered by the invoice;
- (f) The contract number for this Agreement (to be provided by CRRA); and
- (g) The Request For Work identification number.

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

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

If CRRA determines, in its sole discretion, that:

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

- (d) The bill contains all of the information required hereunder,

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

If, however, CRRA determines that:

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

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

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

### **3.3 Accounting Obligations**

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

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

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



similar costs which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

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

Pursuant to Section 22a-270 of the *Connecticut General Statutes* (as the same may be amended or 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.

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

## 4. TERM OF AGREEMENT

### 4.1 Term

The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on February 28, 2015.

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 Request For Work in the form attached as **Exhibit B**.

### 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 with an MCS90 endorsement and a CA9948 endorsement if “pollutants” as defined in exclusion 11 of the commercial automobile policy are identified.
- (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.
- (e) Contractor’s Pollution Liability with a limit of One Million Dollars (\$1,000,000).
- (f) Contractor’s Property Insurance covering 100% the actual cash value of Contractor’s equipment (does not apply if CRRA equipment is used).

### 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. 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](mailto:lmartin@crra.org), or by correspondence to CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, within two days of the cancellation or sub-

stantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement.

### **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](mailto:lmartin@crra.org), or by correspondence to CRRA, 100 Constitution Plaza, 6<sup>th</sup> 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 execution of a Request For Work, Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of its performance of work under the Request For 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 amount of \$50,000 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 amount of \$50,000 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 sta-

tus, including civil union 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, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work involved;

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

## 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 Prevailing Wages**

Contractor hereby represents that the Contractor's Wage Certification Form, as executed by Contractor and attached hereto as **Exhibit H** and made a part hereof, has been submitted by Contractor to the State of Connecticut's Department of Labor for Contractor's performance of the Work. Contractor shall pay wages on an hourly basis to any mechanic, laborer or workman employed upon the Work herein and the amount of payment or contribution paid or payable on behalf of each such employee to an employee welfare fund, as defined in *Connecticut General Statutes* § 31-53(h), at rates equal to the rates customary or prevailing for the same work in the same trade or occupation in the town in which the Work is being conducted, which rates are more specifically set forth in **Exhibit I** attached hereto and made a part hereof. If Contractor is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund, Contractor shall pay to each employee as part of his or her wages the amount of payment or contribution for his or her classification on each payday. Contractor shall keep, maintain and preserve records relating to the wages and hours worked by each employee and a schedule of the occupation or work

classification at which each mechanic, laborer, or workman under this Agreement is employed during each work day and week in such manner and form as the labor commissioner establishes to assure the proper payments due to such employees or employee welfare funds under *Connecticut General Statutes* §§ 31-53 and 31-54. Pursuant to *Connecticut General Statutes* § 31-53(f), Contractor shall complete and submit to CRRA on a weekly basis during the term of this Agreement and any extension thereof the payroll certification forms set forth in **Exhibit J** attached thereto and made a part hereof. Contractor hereby represents and covenants that it is not now, and has not been for at least three (3) years previous to the date of this Agreement, listed by the labor commissioner as a person who has violated laws and regulations relating to prevailing wages.

**8.8 Notices**

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

(a) If to CRRA:

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

With a copy to:

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

(b) If to Contractor:

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

**8.9 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.

**8.10 Severability**

CRRA and Contractor hereby understand and agree that if any part, term or provision of this Agreement is held by any court to be invalid, illegal or in conflict with any applicable law,

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

### **8.11 Counterparts**

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

### **8.12 Campaign Contribution And Solicitation Prohibitions**

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit K [SEEC Form 11].

### **8.13 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 L.

### **8.14 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 M.

### **8.15 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 N.

### **8.16 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 O.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

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

[NAME OF CONTRACTOR]

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

## EXHIBIT A

### SCOPE OF WORK

#### GENERAL

CRRA is responsible for maintaining, monitoring, and closing the Hartford Landfill, located at 180 Leibert Road (in the North Meadows off of Exit 33 on I-91) in Hartford, Connecticut 06120. CRRA is in the process of capping and closing the Hartford Landfill and anticipates constructing the final phase of the cap in 2012. As of November 2011, approximately 61 acres has been final capped and approximately 35 acres remain to be capped. In order to maintain and monitor the Landfill in accordance with applicable permits and regulations, CRRA may contract with one or more Contractors to perform Work at the Landfill.

Any Work performed under this contract will be performed pursuant to a Request For Work initiated by CRRA. Requests For Work will be solicited, at CRRA's discretion, from the Contractor(s) for specific work to be performed during the term of the Project. Due to the nature of the work and the relationship to the final capping and closure of the landfill, the precise term of the work is unknown at this time. It is estimated work will be performed prior to and during the final phase of capping and closure which is estimated to be complete by early 2013. As the final phase of capping progresses, work is expected to be reduced at CRRA's discretion.

For a Request For Work, Contractor is required to provide a detailed scope of work and an estimate of the costs and time to perform the specific work. If CRRA decides to have the Contractor perform such requested work, such Contractor will execute a Request For Work in the form outlined in **Exhibit B**, which is attached hereto and made a part hereof. In preparing the cost estimate for a Request For Work, Contractor is required to use the rates specified in **Exhibit C**, "Compensation Schedule," of the Contractor's Agreement with CRRA.

#### ANTICIPATED WORK

Until the final capping is complete, CRRA continues to accept cover soils in preparation of final capping which soils must be stockpiled and placed in the landfill to meet final, approved cap subgrade. The majority of the work done at the Hartford Landfill under this contract will be performed using CRRA equipment, unless the work requires equipment that CRRA does not own. For example, CRRA does not have a sweeper at the Hartford Landfill, but CRRA anticipates that some on-site roadways may need to be swept from time to time.

It is expected the initial Request For Work at the Hartford Landfill will most likely involve the successful bidder providing just the operators/drivers/laborers/mechanics needed to operate and maintain CRRA's equipment and perform Work. At CRRA's discretion it may modify a Request For Work to require the Contractor to utilize its own equipment at the price(s) listed in its bid.

CRRA owns the following pieces of equipment at the Hartford Landfill:

- Caterpillar 966 Front End Loader;
- Caterpillar D6 Bulldozer;
- Caterpillar 866 Compactor;
- Caterpillar 312B Excavator;
- Dump Truck (10 wheel); and
- Water Truck.
- Site Truck used for Fueling Equipment
- Caterpillar CS 563C Vibratory Roller
- Ford LTL9000 Roll Off Tractor with box

Contractor is expected to operate and maintain this and other ancillary equipment as is required to perform the Work, as directed by CRRA.

It is anticipated the Contractor may be required to provide work including, but not limited to, the following:

- (a) **Management of grading and cover soils.** This work will involve filling, grading, covering, and stockpiling activities as directed by CRRA, using soil provided by CRRA.
- (b) **Relocation of landfilled materials.** This work will involve excavating waste, soil, and ash materials and relocating and covering said materials as directed by CRRA, using soil provided by CRRA.
- (c) **Repair of leachate seeps.** This work will involve excavating areas of leachate seepage and, using stone filled trenches or pits, preventing leachate from exiting the surface of the landfill. Waste material excavated during such repairs will be re-landfilled and covered in an appropriate area of the landfill.
- (d) **Installation of Site Access Roads.** This work will involve the installation of access roads at locations around the landfill as directed by CRRA.
- (e) **Storm Drainage System Installation, Repair, Removal.** This work will involve the construction, repair, and maintenance of various components of the landfill's storm drainage system.
- (f) **Erosion and sedimentation control.** This work will involve controlling erosion and sediment transport at the landfill using best management practices.
- (g) **Landfill Cap Maintenance and Repair.** This work will involve maintaining and repairing the landfill cap including cap soils, the subsurface drainage system, and the membrane liner.

**Form of Agreement For On-Call Operation & Maintenance Work - CRRA Hartford Landfill  
Exhibit A**

- (h) **Control of dust.** This work involves utilizing CRRA's water truck to control dust, and providing a sweeper as necessary to control dust.
- (i) **Assistance of Contractor Providing Final Phase of Closure.** This work involves assisting the successful contractor in construction of the final phase landfill cap, as directed by CRRA.
- (j) **Maintenance of CRRA Owned Equipment.** This work will involve providing routine and non-routine maintenance and repair work for CRRA owned equipment by an experienced heavy equipment mechanic.



**REQUEST FOR WORK**

[Date]

[Name of Contact for Contractor]  
[Name of Contractor]  
[Address of Contractor]

**Re: Agreement For On-Call Operation and Maintenance – CRRA Hartford Landfill  
Request for Work**

Dear \_\_\_\_\_:

This Request will authorize you to provide the Work described below in accordance with the terms and conditions of the Agreement For On-Call Equipment Services For Connecticut Resources Recovery Authority Landfills, dated [DATE OF AGREEMENT] between CRRA and you.

The Scope of Work, Estimated time of Performance and Estimated Costs set forth below will become a part of the above-referenced Agreement and will be incorporated therein, as an amendment, upon your acceptance of this Request, to be indicated below. The Scope of Work is the product of consultation between CRRA and you and the Estimated Time of Performance and Estimated Costs have been provided by you and deemed acceptable by CRRA.

**1. Scope of Work**

[PROVIDE DETAILS]



**2. Price Estimate**

TYPE EQUIPMENT/LABOR	BID PRICE PER UNIT	ESTIMATED # UNITS	PRICE EXTENSION
MATERIALS/DESCRIPTION	INVOICE PRICE	10% OF INVOICE	PRICE EXTENSION
<b>TOTAL ESTIMATED PRICE*</b>			

\*Total Estimated Price not to be exceeded without prior written authorization from CRRA.

**3. Estimated Time of Performance**

Work will begin on: \_\_\_\_\_ and must be completed on \_\_\_\_\_.

Sincerely,

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted and agreed to under the terms of the Agreement On-Call Operation and Maintenance –  
CRRA Hartford Landfill dated [DATE OF AGREEMENT]

[CONTRACTOR NAME]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## COMPENSATION SCHEDULE

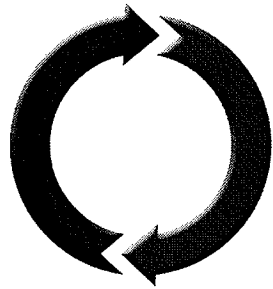
[The Bidder's "Bid Payment Rate Schedule Form" that was submitted to CRRA by the Bidder with their Bid, as such Form may be modified based on negotiations between CRRA and Bidder over prices, will be added by CRRA.]

## MONTHLY BILL FORMAT

Name of Contractor:	
Contract Number:	
Request For Work Number:	
Billing Period:	
Project Name:	On-Call Operation and Maintenance – CRRA Hartford Landfill
Purchase Order Number:	

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

Personnel	Title	Work Performed	Hours	Rate	Amount
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
(Insert Name of Person who worked on Task)					
<b>Subtotal Personnel</b>					
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)					
<b>Subtotal Ancillary Services/Equipment</b>					
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					
<b>Subtotal for Task (Insert Task Number)</b>					
<b>TOTAL (Insert billing period for which bill is being submitted)</b>					



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 On-Call Operation & Maintenance Work - CRRRA Hartford Landfill  
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.

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**ORIGINAL**

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

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**REVISION 1**

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

## PERFORMANCE BOND

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

**CONTRACTOR** (Name and Address):

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

--	--

**OWNER** (Name and Address):

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

**AGREEMENT**

<b>DATE:</b>	
<b>AGREEMENT NUMBER:</b>	
<b>AMOUNT:</b>	\$50,000.00 (Fifty Thousand Dollars)
<b>PROJECT DESCRIPTION</b> <small>(Including Name and Location):</small>	On-Call Operation and Maintenance – CRRA Hartford Landfill Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 <sup>th</sup> Floor Hartford, Connecticut 06103

**BOND**

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

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

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

**Form of Agreement For On-Call Operation & Maintenance Work - CRRA Hartford Landfill  
Exhibit F1**

<b>TITLE:</b>			
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**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 On-Call Operation & Maintenance Work - CRRRA Hartford Landfill  
Exhibit F1**

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

## LETTER OF CREDIT

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

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

Gentlemen:

We hereby establish our Irrevocable Standby Letter Of Credit No. [Letter Of Credit #] in favor of the "Beneficiary," Connecticut Resources Recovery Authority ("CRRA"), at the request and for the account of [Name of Contractor], for the sum or sums up to the aggregate amount of \$50,000.00 (Fifty Thousand Dollars) available for payment against your draft(s) at sight on us.

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

Drafts must be accompanied by a certified statement from the Beneficiary that [name of Contractor] has failed to satisfy or perform one or more of its obligations or breached one or more of its covenants or representations under a certain Agreement For On-Call Equipment Work For Connecticut Resources Recovery Authority Landfills between [name of Contractor] and CRRA, dated as of [Date].

Partial drawings hereunder are permitted.

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

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

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



**Form of Agreement For On-Call Operation & Maintenance Work - CRRA Hartford Landfill  
Exhibit F2**

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

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

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

Very truly yours,

---

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

## 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 <sup>th</sup> Floor Hartford, CT 06103-1722
--

**AGREEMENT**

<b>DATE:</b>	
<b>AGREEMENT NUMBER:</b>	
<b>AMOUNT:</b>	\$50,000.00 (Fifty Thousand Dollars)
<b>PROJECT DESCRIPTION</b> <small>(Including Name and Location):</small>	On-Call Operation & Maintenance – CRRA Hartford Landfill Connecticut Resources Recovery Authority 100 Constitution Plaza, 6 <sup>th</sup> Floor Hartford, Connecticut 06103

**BOND**

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

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on Pages 2 and 3 hereof, do each cause this 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

<b>SIGNATURE:</b>		<b>SIGNATURE:</b>	
-------------------	--	-------------------	--

Form of Agreement For On-Call Operation & Maintenance Work - CRRRA Hartford Landfill  
Exhibit G

NAME AND TITLE:		NAME AND TITLE:	
--------------------	--	--------------------	--

**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.
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 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.
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

**Form of Agreement For On-Call Operation & Maintenance Work - CRRA Hartford Landfill  
Exhibit G**

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 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.

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACTORS WAGE CERTIFICATION FORM

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:

Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Rate Schedule Issued (Date): \_\_\_\_\_

Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery Authority Landfill

**Minimum Rates and Classifications  
for Heavy/Highway Construction**

H 15820

**Connecticut Department of Labor  
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: FRB12-EN-002

Project Town Hartford

FAP Number:

State Number:

Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery Authority Landfill

**CLASSIFICATION**

**Hourly Rate**

**Benefits**

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 5 and 7\*\*

1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	23.55
2) Carpenters, Piledrivermen	29.11	20.29
2a) Diver Tenders	29.11	20.29

**As of:** Tuesday, November 15, 2011

Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery  
Authority Landfill

3) Divers	37.57	20.29
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	41.35	16.35
4a) Painters: Brush and Roller	29.17	16.35
4b) Painters: Spray Only	31.47	15.40
4c) Painters: Steel Only	30.47	15.40
4d) Painters: Blast and Spray	32.17	16.35
4e) Painters: Tanks, Tower and Swing	31.17	16.35
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	36.40	21.31

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Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery  
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6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete  
Erection) 33.00 26.58 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and  
Pipefitters (Including HVAC Work) (Trade License required:  
S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 38.67 24.46

----LABORERS---- - Last updated 4/27/11

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner,  
concrete specialist 25.75 15.60

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic  
tool operators, powdermen, air tool operator 26.00 15.60

10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines  
outside of the building line with P6, P7 license) 26.25 15.60

11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders  
(cement/concrete), catch basin builders, asphalt rakers, air track operators,  
block pavers and curb setters 26.25 15.60

12) Group 5: Toxic waste removal (non-mechanical systems) 27.75 15.60

Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery  
Authority Landfill

13) Group 6: Blasters	27.50	15.60
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	26.75	15.60
Group 8: Traffic control signalmen	16.00	15.60
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---- Last updated 4/27/11----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	30.32	15.60 + a
13b) Brakemen, Trackmen	29.44	15.60 + a
14) Concrete Workers, Form Movers, and Strippers	29.44	15.60 + a
15) Form Erectors	29.74	15.60 + a

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Authority Landfill

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND  
TUNNEL IN FREE AIR:----Last updated 4/27/11----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	29.44	15.60 + a
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17) Laborers Topside, Cage Tenders, Bellman	29.33	15.60 + a
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18) Miners	30.32	15.60 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ----Last updated 4/27/11----

18a) Blaster	35.213	15.60 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	35.036	15.60 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	33.268	15.60 + a
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Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery  
Authority Landfill

21) Mucking Machine Operator	35.745	15.60 + a
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----TRUCK DRIVERS----(\*see note below)

Two axle trucks	27.88	15.71 + a
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Three axle trucks; two axle ready mix	27.98	15.71 + a
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Three axle ready mix	28.03	15.71 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	28.08	15.71 + a
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Four axle ready-mix	28.13	15.71 + a
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Heavy duty trailer (40 tons and over)	28.33	15.71 + a
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*As of:* Tuesday, November 15, 2011

Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery  
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.13	15.71 + a
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---POWER EQUIPMENT OPERATORS---

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	35.05	19.40 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	34.73	19.40 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	33.99	19.40 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	33.60	19.40 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	33.01	19.40 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	33.01	19.40 + a
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Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery Authority Landfill		
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	32.70	19.40 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	32.36	19.40 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	31.96	19.40 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	31.53	19.40 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	29.49	19.40 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	29.49	19.40 + a
Group 12: Wellpoint Operator.	29.43	19.40 + a
Group 13: Compressor Battery Operator.	28.85	19.40 + a

Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery Authority Landfill

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 27.71 19.40 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 27.30 19.40 + a

Group 16: Maintenance Engineer/Oiler 26.65 19.40 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 30.96 19.40 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). 28.54 19.40 + a

\*\*NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----Last updated 9/3/2010----

20) Lineman, Cable Splicer, Dynamite Man 44.36 3% + 13.70

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21) Heavy Equipment Operator	39.92	3% + 13.70
22) Equipment Operator, Tractor Trailer Driver, Material Men	37.71	3% + 13.70
23) Driver Groundmen	33.27	3% + 13.70
----LINE CONSTRUCTION----Last updated 4/17/09----		
24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.10	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20



Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery  
Authority Landfill

28) Material Men, Tractor Trailer Drivers, Equipment Operators 35.04 6.5% + 10.45

Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery Authority Landfill

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~*

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

**As of:** Tuesday, November 15, 2011

Project: On Call Operation And Maintenance Work For The Connecticut Resources Recovery Authority Landfill

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.


*As of:* Tuesday, November 15, 2011

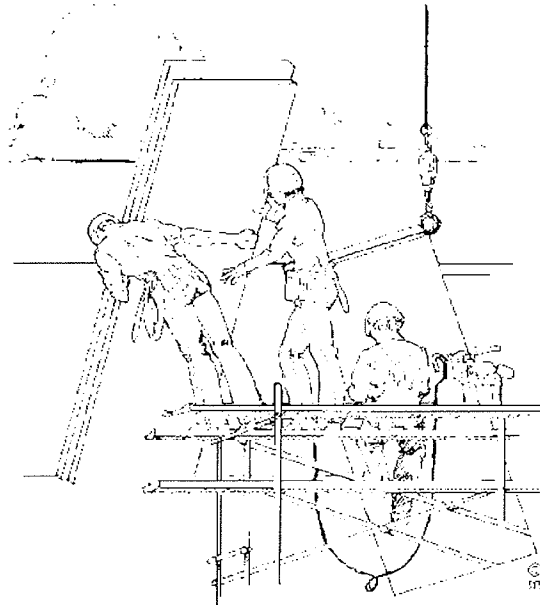
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with  
\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

shall be \$ \_\_\_\_\_, which includes all work, regardless of whether such project  
consists of one or more contracts.

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

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

SEEC FORM 11

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

## **AFFIDAVIT CONCERNING NONDISCRIMINATION**

[The Consultant's "Affidavit Concerning Nondiscrimination" that was submitted to CRRA by the Consultant with the Consultant's Statement Of Qualifications 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 "Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility Agreement" (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 Statutes<sup>1</sup> as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement<sup>2</sup> in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement<sup>2</sup> 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 agreement<sup>2</sup> 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.

<sup>1</sup> 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.

<sup>2</sup> 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 agreements<sup>2</sup> 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
<b>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.</b>	
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



**CONTRACTOR'S CERTIFICATION  
CONCERNING GIFTS**

**OPERATION AND MAINTENANCE OF  
THE MID-CONNECTICUT JET TURBINE FACILITY**

(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 proposal for the "Operation and Maintenance of the Mid-Connecticut Jet Turbine Facility" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful proposal submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
3. No gifts were made between August 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

**Form of Agreement For On-Call Operation & Maintenance Work - CRRA Hartford Landfill  
Exhibit N**

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**

Richard Quelle, Senior Engineer
Virginia Raymond, Senior Operations Analyst
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

**Form of Agreement For On-Call Operation & Maintenance Work - CRRA Hartford Landfill  
Exhibit N**

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**

**ON-CALL OPERATION & MAINTENANCE WORK  
AT THE HARTFORD LANDFILL**

**Awarded To  
[NAME OF CONTRACTOR/CONSULTANT]**

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

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement for The Operation And Maintenance Of The Mid-Connecticut Jet Turbine Facility" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

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

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

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