

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

PROJECT MANUAL

CONTRACT DOCUMENTS

FOR

LANDSCAPE, MOWING AND SNOWPLOWING SERVICES

FOR

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

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

April 10, 2006

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For
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
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LANDFILLS

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TABLE OF CONTENTS

1.	Notice To Firms – Invitation To Bid.....	1-1
2.	Instructions To Bidders	2-1
3.	Bid Form	3-1
4.	Bid Price Form	4-1
5.	Issues and Questions To Be Addressed.....	5-1
6.	Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety.....	6-1
7.	Affidavit Of Third Party Fees	7-1
8.	Waiver Of Damages Form	8-1
9.	Non-Collusion Certificate	9-1
10.	Bidder’s Background Questionnaire	10-1
11.	Certification Concerning Bid Forms	11-1
12.	Notice Of Award	12-1
13.	Agreement for Landscape, Mowing And Snowplowing Services for CRRA Landfills	13-1
	Exhibit A – Scope Of Work.....	A-1
	Exhibit B – Site Plan.....	B-1
	Exhibit C – Contract Price.....	C-1
	Exhibit D – Monthly Bill Format	D-1

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LANDFILLS**

SECTION 1

NOTICE TO FIRMS – INVITATION TO BID

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO FIRMS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is seeking bids from qualified contractors to furnish all materials, labor, equipment and incidentals to provide landscape, mowing and snowplowing services at certain of the CRRA landfills. The following are the CRRA landfills covered by this Invitation To Bid (collectively, the “Landfills”):

- The Ellington Landfill, located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut;
- The Hartford Landfill, located in the North Meadows off of Exit 33 on I-91, at 180 Leibert Road, Hartford, Connecticut;
- The Shelton Landfill, located at 866 River Road (Route 110) in Shelton, Connecticut; and
- The Wallingford Landfill, located off of South Cherry Street on Pent Road in Wallingford, Connecticut.

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

Bid package documents may be obtained during normal working hours at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning **Monday, April 10, 2006**. The documents will also be available beginning on the same date on the world wide web at <http://www.crta.org> under the “Business Opportunities” page.

There will be a mandatory pre-bid conference and tour of each of the Landfills for all prospective bidders. Prospective bidders must attend the pre-bid conference and tour of each Landfill for which the bidder requests consideration. The pre-bid conferences and tours will be conducted on Wednesday, April 19, 2006 at the following locations and times:

- Ellington Landfill – 9:00 a.m.;
- Hartford Landfill – 10:00 a.m.;
- Shelton Landfill – 1:00 p.m.; and
- Wallingford Landfill – 2:30 p.m.

Any prospective bidder intending to participate in any of the pre-bid conferences and Landfill tours must contact David Bodendorf, Senior Environmental Engineer, at (860) 757-7721 at least 24 hours in advance of the pre-bid conference(s) and Landfill tour(s) that the prospective bidder wishes to attend.

Sealed bids will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Eastern Time, on Wednesday,

May 10, 2006. Bids received after the time and date set forth above shall be rejected. All bids shall remain open for sixty (60) days after the bid due date.

Bids will be opened publicly at 3:15 p.m., Eastern Time on the bid due date at the above-referenced offices of CRRA. 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 a bidder is subject to the Freedom of Information Act.

All questions regarding terms of the bid documents must be received **in writing** no later than **3:00 p.m. on Wednesday, April 26, 2006** at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: David Bodendorf, Senior Environmental Engineer (Fax Number (860) 757-7742; Email dbodenford@crra.org).

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

LANDSCAPE, MOWING AND SNOWPLOWING SERVICES

FOR

CONNECTICUT RESOURCES RECOVERY AUTHORITY LANDFILLS

CONTENTS

1.	Introduction	1
2.	Definitions	2
3.	Communications With CRRA Staff And Board Members	3
4.	Scope Of Work	3
5.	Bid Package Documents.....	3
6.	Mandatory Pre-Bid Conference And Site Tour.....	4
7.	Addenda And Interpretations	5
8.	Bid Submittal.....	5
9.	Bid Contents.....	7
10.	Bid Opening	8
11.	Bid Evaluation.....	8
12.	Contract Award	9
13.	Examination Of Contract Documents	9
14.	Landfill Conditions	9
15.	Bid Price Form	10
16.	Bidder's Qualifications	10
17.	Affidavit Of Third Party Fees	10
18.	State Of Connecticut Taxes.....	10
19.	Disclosure Of Information	11
20.	Bid Preparation And Other Costs.....	11
21.	Signing Of Agreement	11

1. INTRODUCTION

The Connecticut Resources Recovery Authority (CRRA) has issued this Request For Bids (RFB) to obtain bids from qualified contractors to provide landscape, mowing and snowplowing services (the "Work") for certain of CRRA's landfills for the three-year period from July 1, 2006 through June 30, 2009. The following are the CRRA landfills covered by this bid solicitation (the "Landfills"):

- The Ellington Landfill, located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut;

- The Hartford Landfill, located in the North Meadows off of Exit 33 on I-91, at 180 Leibert Road, Hartford, Connecticut;
- The Shelton Landfill, located at 866 River Road (Route 110) in Shelton, Connecticut; and
- The Wallingford Landfill, located off of South Cherry Street on Pent Road in Wallingford, Connecticut.

Bidders may submit bids to provide the requested Work at any or all of the Landfills. CRRA will consider all bids and may award all of the Work at the four Landfills to one bidder or may divide up the Work at the Landfills.

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

2. DEFINITIONS

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement For Landscape, Mowing And Snowplowing Services For CRRA Landfills (the "Agreement");
 - (2) Notice To Firms – Invitation To Bid;
 - (3) Instructions To Bidders;
 - (4) Bid Form;
 - (5) Bid Price Form;
 - (6) Issues And Questions To Be Addressed;
 - (7) Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (8) Affidavit Of Third Party Fees;
 - (9) Waiver Of Damages Form;
 - (10) Non-Collusion Certificate;
 - (11) Bidder's Background Questionnaire
 - (12) Certification Concerning Bid Forms;
 - (13) Addenda;
 - (14) 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);
 - (15) Notice Of Award; and,

(16) Any written amendments to the Agreement issued pursuant to Section 2.8 and/or Section 7.6 of the Agreement.

- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.

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

3. COMMUNICATIONS WITH CRRA STAFF AND BOARD MEMBERS

Except as otherwise authorized by this Instructions To Bidders, during the pendency of the RFB submission process, firms contemplating or preparing bids are prohibited from contacting CRRA staff or CRRA Board of Directors members in an ex parte manner to discuss the RFB submission process. A firm's RFB submission shall be rejected if any of the foregoing ex parte communications take place.

4. SCOPE OF WORK

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, equipment and incidentals thereto to provide landscape, mowing and snowplowing services for CRRA's Landfills (the "Work") for the three-year period from July 1, 2006 through June 30, 2009.

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

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

5. BID PACKAGE DOCUMENTS

This bid package consists of the following documents:

- (a) Notice To Firms – Invitation To Bid;
- (b) Instructions To Bidders;

- (c) Bid Form;
- (d) Bid Price Form;
- (e) Issues And Questions To Be Addressed;
- (f) Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (g) Affidavit Of Third Party Fees;
- (h) Waiver Of Damages Form;
- (i) Non-Collusion Certificate;
- (j) Bidder's Background Questionnaire;
- (k) Certification Concerning Bid Forms;
- (l) Notice Of Award;
- (m) Agreement For Landscape, Mowing And Snowplowing Services For CRRA Landfills, including:
 - (1) Scope of Work
 - (2) Site Plan
 - (3) Contract Price
 - (4) Monthly Bill Format

Complete sets of the above documents may be obtained during normal business hours at CRRA's Offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning Monday, April 10, 2006.

All of the Bid Package Documents are also available in PDF format beginning on the same date on the world wide web at:

<http://www.crra.org> under the "Business Opportunities" page.

All of the forms included in the documents are also available for downloading in Microsoft Word format.

6. MANDATORY PRE-BID CONFERENCE AND SITE TOUR

CRRA staff will conduct a mandatory pre-bid conference and tour of each of the Landfills for all prospective bidders. Prospective bidders must attend the pre-bid conference and Landfill tour for each of the Landfills for which they intend to submit a bid. Bids for the Work at a Landfill submitted by a bidder that did not attend the mandatory pre-bid conference and tour for that Landfill shall be rejected. Alternate times for visiting the Landfills will not be allowed.

The pre-bid conferences and tours will be conducted on Wednesday, April 19, 2006 at the following times and locations:

- Ellington Landfill – 9:00 a.m.;
- Hartford Landfill – 10:00 a.m.;
- Shelton Landfill – 1:00 p.m.; and
- Wallingford Landfill – 2:30 p.m.

Prospective bidders should contact David Bodendorf at (860) 757-7721 at least 24 hours prior to each of the mandatory pre-bid conference and Landfill tours the bidders plan to attend to make arrangements for participating in the pre-bid conference and tour and for directions to the relevant Landfill. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

7. ADDENDA AND INTERPRETATIONS

CRRA may issue Addenda to this bid package that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this bid package or any other question shall be **submitted in writing to David Bodendorf, CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 (Fax Number (860) 757-7742; e-mail address dbodendorf@crra.org.**

To be given consideration, any such written request must be received by CRRA by 3:00 p.m., on Wednesday, April 26, 2006.

Addenda issued prior to the mandatory pre-bid conference and tour will be mailed and/or e-mailed to all persons who picked up or requested a printed copy from CRRA of the bid package documents or who otherwise notified CRRA of their interest in the RFB. Such addenda will also be posted on CRRA's web site (<http://www.crca.org>) on the "Business Opportunities" page.

Addenda issued after the mandatory pre-bid conference and 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. 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 responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.**

8. BID SUBMITTAL

Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Wednesday, May 10, 2006 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: David Bodendorf. 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. Bidders must include separate and specific Bid Price Forms for the Work at each Landfill for which they want to be considered.

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Landscape, Mowing and Snowplowing Services For CRRA Landfills."

No joint bids shall be accepted, but the use of subcontractors is acceptable.

Bids shall remain open and subject to acceptance for sixty (60) days after the bid due date.

Bidders must indicate in their bids that the terms and conditions of the Agreement (Section 13 of this Project Manual), as attached, are non-negotiable and that they are willing and able to execute the Agreement, as attached. (See Section 4 of the Bid Form.) **However, CRRA reserves the right to negotiate with bidder over bidder's bid prices and rates for the Work submitted in its Bid Price Form. Any potential bidder who will be unable to execute the Agreement, as attached, should not submit a bid.**

Submission of a bid will constitute an incontrovertible representation by bidder that:

- (a) Bidder has complied with every requirement of the Sections of this Instructions To Bidders concerning Examination Of Contract Documents (Section 13) and Landfill Conditions (Section 14);
- (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 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;
- (d) 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; and
- (e) 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.

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.

9. BID CONTENTS

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

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

- (a) Cover letter, which includes the bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 11 of this Instructions To Bidders);
- (b) The completed Bid Form, with Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for Notices listed in the appropriate place (Page 3-5) and the completed agreement page (Page 3-5);
- (c) The completed Bid Price Form (Pages 4-1 through 4-) for each Landfill for which the bidder wishes to be considered;
- (d) Answers to the Issues And Questions To Be Addressed (the answer to each question must begin on a new page) (Page 5-1);
- (e) The completed Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Page 6-1), 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;
- (f) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Pages 7-1 through 7-2);
- (g) The completed Waiver Of Damages Form (Page 8-1);
- (h) The completed Non-Collusion Certificate (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Page 9-1);
- (i) The completed Bidder's Background Questionnaire (Page 10-1); and
- (j) The completed Certification Concerning Bid Forms (subscribed and sworn before a Notary Public or Commissioner of the Superior Court) (Page 11-1).

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

A bidder may include additional information as an addendum/appendix to its bid if the bidder thinks that the additional information 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.

10. BID OPENING

All bids will be opened publicly at the above referenced CRRA offices at 3:15 p.m., Eastern Time, on the date that bids are due, Wednesday, May 10, 2006. **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 bid solicitation process.**

11. BID EVALUATION

CRRA will base its evaluation of the bids on price and the 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. 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(s), while anticipated, are not guaranteed.**

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 6 of this Project Manual));
- (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 6 of this Project Manual));
- (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 6 of this Project Manual));
- (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 9(e) 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 9(a) of this Instructions To Bidders).

Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any bid submitted for the Work.

12. CONTRACT AWARD

If the contract is to be awarded, CRRA will issue to the successful bidder(s) a Notice Of Award within sixty (60) days after the bid due date.

13. EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each bidder before submitting a bid to:

- (a) Examine thoroughly the Contract Documents and other related data identified in the bid package documents;
- (b) Visit each Landfill for which it wishes to be considered to become familiar with and satisfy bidder as to the general, local and site conditions that may affect cost, progress, performance or completion of the Work;
- (c) Consider and review any and all Laws And Regulations that may affect cost, progress, performance, furnishing or completion of the Work;
- (d) Study and carefully correlate bidder's knowledge and observations with the Contract Documents and such other related data; and,
- (e) Promptly notify CRRA of all conflicts, errors, ambiguities or discrepancies which bidder has discovered in the Contract Documents.

The above responsibilities are covered in Section 4 of the Bid Form.

14. LANDFILL CONDITIONS

All information and data included in this bid package relating to the surface, subsurface and other conditions of the Landfills are from presently available sources and are being provided only for the information and convenience of the bidders. CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Each bidder is solely responsible for investigating and satisfying itself as to all actual and existing Landfill conditions, including surface conditions, subsurface conditions and underground facilities. (See Section 2.9 of the Agreement.)

It is understood and agreed that any successful bidder shall not use any information made available to it or obtained in any examination made by it 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. By submitting a bid for the Work, each bidder expressly waives each and every such claim and demand.

15. BID PRICE FORM

Each bidder shall submit as part of its bid the specific Bid Price Form for each of the Landfills for which the bidder wishes to be considered. (See Section 4 of the Contract Documents.) Bidders should carefully review the Scope Of Work for the work (**Exhibit A** to the Agreement) for the Landfill(s) for which they wish to be considered prior to preparing the Bid Price Form(s). The Form for each of the Landfills covers each year of the three-year period of the Agreement (July 1, 2006 through June 30, 2009).

For each Task, CRRA has indicated on the Bid Price Form an anticipated frequency for which they will be performed. Bidders should provide the per unit cost for each task and the total cost for the task (the per unit cost multiplied by the specified frequency). Using the totals provided by the successful bidder and CRRA's own judgment, CRRA shall establish a "Not-To-Exceed Contract Price" for the Work. CRRA reserves the right to increase or decrease the frequency at which the various tasks specified in the Scope Of Work and the Bid Price Form are performed.

The bidder(s) selected to perform the Work at the Landfills, if any, will be reimbursed for work performed on a unit price basis as specified in the Bid Price Form(s) up to the amount specified as the "Not-To-Exceed Contract Price" in the Agreement. Such unit prices will remain in effect for the contract period. The bidder will not be paid for costs or expenses that exceed the unit prices provided in the Bid Price Form. Nothing in this Request For Bids shall be construed as a guarantee as to the amount of Work to be done. CRRA does not guarantee that the Not-To-Exceed Contract Price or any amounts of monies will be paid to the successful bidder during the term of the Agreement.

16. BIDDER'S QUALIFICATIONS

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

17. AFFIDAVIT OF THIRD PARTY FEES

All bidders must complete and properly execute the Affidavit Of Third Party Fees. (See Section 7 of the Contract Documents.) If a bidder has neither paid to any third party nor agreed to pay to any third party any fees attributable to this Agreement, the bidder shall write "None" in the first box in the table and properly execute the Affidavit (subscribe and swear before a Notary Public or Commissioner of the Superior Court). For purposes of the Affidavit, a bidder's subcontractors, if any, are not considered third parties.

18. STATE OF CONNECTICUT TAXES

CRRA is exempt from all State of Connecticut taxes and assessments as is any contractor performing services for CRRA for those services. Accordingly, the successful bidder shall not charge CRRA any State of Connecticut taxes or assessments at any time in connection with the successful bidder's performance of the Work, nor shall the successful bidder in-

clude any State of Connecticut taxes or assessments in any rates, costs, prices or other charges to CRRA hereunder. These obligations of the successful bidder are absolute and shall apply notwithstanding any payment by the successful bidder of any State of Connecticut taxes or assessments in connection with its performance of the Work. (See Section 3.5 of the Agreement.)

19. DISCLOSURE OF INFORMATION

Recognizing that CRRA is subject to the Freedom of Information provisions of the *Connecticut General Statutes*, bidders are hereby advised that any information contained in or submitted with or in connection with their respective bid is subject to disclosure if required by law or otherwise. By submitting a bid, each bidder expressly waives any claim(s) that such 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.

20. 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. Neither CRRA nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of bids. By submitting a bid, each bidder expressly waives:

- (a) Any claim(s) for such costs and expenses; and
- (b) Any such claims or damages.

21. SIGNING OF AGREEMENT

If CRRA issues a Notice Of Award to a successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other necessary Contract Documents attached.

Within ten (10) days after issuance of a Notice Of Award, the successful bidder shall:

- (a) Execute the required number of counterparts of the Agreement in the form presented in this RFB;
- (b) Deliver to CRRA such executed counterparts and attached Contract Documents along with any certificates of insurance required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

Once CRRA has received such counterparts, Contract Documents and certificates and all requisite approvals to execute the Agreement, and provided the successful bidder has satisfied all such conditions within the foregoing ten (10) day period, CRRA shall deliver one (1) fully signed counterpart of the Agreement to the successful bidder.

At the request of CRRA and if the successful bidder qualifies, the successful bidder shall apply to the State of Connecticut Department of Economic and Community Development, 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 32-9e of the *Connecticut General Statutes*.

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

SECTION 3

BID FORM

BID FORM

LANDFILL(S):

(Check one or more for which this bid is being submitted):

- Ellington Landfill, Mid-Connecticut Project
- Hartford Landfill, Mid-Connecticut Project
- Shelton Landfill, Bridgeport Project
- Wallingford Landfill, Wallingford Project

CONTRACT NUMBER:

_____ (To be filled in later by CRRA)

CONTRACT FOR:

Landscape, Mowing And Snowplowing Services For CRRA Landfills

BIDS SUBMITTED TO:

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Request For Bids, Instructions To Bidders, the Agreement and any Addenda to any such documents. This Bid shall remain open and subject to acceptance for sixty (60) days after the bid due date.

If CRRA issues a Notice Of Award to Bidder for the Work at one or more of the Landfills for which Bidder has bid, Bidder shall within ten (10) days after the date thereof:

- (a) Execute the required number of counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with other documents required by the Contract Documents; and
- (c) Satisfy all other conditions of the Notice Of Award.

3. BIDDER'S OBLIGATIONS

Bidder proposes and agrees, if this Bid is accepted by CRRA for the Work at one or more of the Landfills for which Bidder has bid and CRRA issues a Notice Of Award to Bidder, for the Work at such one or more of the Landfills, to the following:

- (a) To enter into and execute the non-negotiable Agreement included in the Contract Documents;
- (b) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and
- (c) At the request of CRRA and if the successful Bidder qualifies, the successful Bidder shall apply with the State of Connecticut Department of Economic and Community Development, 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 32-9e of the *Connecticut General Statutes*.

4. BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

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

Addendum Number	Date Issued

- (b) Bidder has visited the Landfill(s) for which this bid is being submitted and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, furnishing and completion of the Work;
- (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 carefully examined the surface, subsurface and other conditions of the Landfills for which it has submitted a Bid. Bidder acknowledges that CRRA does not assume responsibility for the accuracy or completeness of the information and data, if any, shown or indicated in the Contract Documents with respect to any surface, subsurface or other conditions of the Landfills. Bidder further acknowledges that such information and data may not be complete for Bidder's purposes. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, tests, studies, and data concerning existing conditions of the Landfills or otherwise 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 to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, tests, studies or data are necessary for Bidder to conclusively determine that the Work can be performed, furnished and completed in accordance with the terms and conditions of the Contract Documents;
- (e) Bidder is aware of the general nature of work to be performed by CRRA and others at the Landfills that relates to the Work for which this Bid is submitted;
- (f) Bidder has given CRRA written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by CRRA is acceptable to Bidder or, 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) 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;
- (h) Bidder acknowledges and agrees that the terms and conditions of the Agreement (including all Exhibits thereto), as attached, 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 Price Force; and
- (i) Bidder 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 RFB, RFP or other submittal or proposal to CRRA in connection with this Agreement.

5. ATTACHMENTS

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

- (a) The completed Bid Price Form for each Landfill for which the Bidder wishes to be considered;
- (b) Answers to the Issues And Questions To Be Addressed with a written answer provided to each question and each answer beginning on a new page;
- (c) Questions Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety, which has been completely filled out by Bidder;
- (d) Affidavit of Third Party Fees, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (e) Waiver Of Damages Form, which has been completely filled out by Bidder;
- (f) Non-Collusion Certificate, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (g) Bidder's Background Questionnaire, which has been completely filled out by Bidder; and
- (h) Certification Concerning Bid Forms, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court.

6. NOTICES

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

Name of Bidder (Firm):	
Bidder Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

7. ADDITIONAL REPRESENTATIONS

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

AGREED TO AND SUBMITTED ON _____, 2006

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name and Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

SECTION 4

BID PRICE FORM

BID PRICE FORM – ELLINGTON LANDFILL

Name of Bidder:	
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Task	# Per Year	Year 1 (07/01/06 – 06/30/07)		Year 2 (07/01/07 – 06/30/08)		Year 3 (07/01/08 – 06/30/09)		TOTAL FOR 3 YEARS
		Price for Each	Total Price ¹	Price for Each	Total Price ¹	Price for Each	Total Price ¹	
		\$	\$	\$	\$	\$	\$	
Bi-Weekly Mowing Services	11	\$	\$	\$	\$	\$	\$	\$
Landfill Mowing Services	1	\$	\$	\$	\$	\$	\$	\$
Gas System Vegetative Control Services	5	\$	\$	\$	\$	\$	\$	\$
Drainage System Vegetative Control Services	1	\$	\$	\$	\$	\$	\$	\$
Snowplowing Services – 3" to 6" snow fall	5	\$	\$	\$	\$	\$	\$	\$
Snowplowing Services – 6" to 12" snow fall	3	\$	\$	\$	\$	\$	\$	\$
Snowplowing Services – 12" to 18" snow fall	2	\$	\$	\$	\$	\$	\$	\$
Snowplowing Services – Greater than 18" snow fall	1	\$	\$	\$	\$	\$	\$	\$
TOTAL		\$	\$	\$	\$	\$	\$	\$

¹ Total Price equals the "Price For Each" multiplied by the "# Per Year."

NOTES:

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

- (a) Mowing all lawn and landscaped areas, including the Landfill side of Route 110 (Sadd's Mill Road), both sides of the road between the transfer station and the thermal oxidizer station and around the thermal oxidizer station enclosure; and
- (b) Trimming around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures described in (a) and all areas described in (a) that are not accessible with push or ride-on mowing equipment.

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

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

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

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

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

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

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

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

BID PRICE FORM- HARTFORD LANDFILL

Name of Bidder:	
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Task	# Per Year	Year 1 (07/01/06 – 06/30/07)		Year 2 (07/01/07 – 06/30/08)		Year 3 (07/01/08 – 06/30/09)		TOTAL FOR 3 YEARS
		Price for Each	Total Price ¹	Price for Each	Total Price ¹	Price for Each	Total Price ¹	
Bi-Weekly Mowing Services	11	\$	\$	\$	\$	\$	\$	\$
Landfill Mowing Services ²	1	\$	\$	\$	\$	\$	\$	\$
Phase 1 Ash Area Berm Mowing Services	1	\$	\$	\$	\$	\$	\$	\$
Trimming And Pruning Services	1	\$	\$	\$	\$	\$	\$	\$
Weeding And Mulching Services	1	\$	\$	\$	\$	\$	\$	\$
Gas And Groundwater Well Vegetative Control Services	1	\$	\$	\$	\$	\$	\$	\$
Drainage System Vegetative Control Services	1	\$	\$	\$	\$	\$	\$	\$
TOTAL		\$	\$	\$	\$	\$	\$	\$

¹ Total Price equals the "Price For Each" multiplied by the "# Per Year."

² In the "Price for Each" column, indicate the price per acre; in the "Total Price" column, indicate the cost of mowing 50 acres one time per year at the per acre price indicated in the previous column.

NOTES:

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

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

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

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

Due to ongoing filling operations at the Landfill, vegetation is often being removed and replanted in various areas of the Landfill. For this reason, bidders are asked to give a price for landfill mowing on a per acre basis based on 50 acres (it is assumed that the total area of vegetation requiring mowing will be between 30 and 80 acres at any given time). The actual price paid by CRRA will be calculated based on the actual number of acres mowed (as measured in the field and agreed upon by CRRA and Contractor) multiplied by the per acre price.

Phase 1 Ash Area Berm Mowing Services (Section 3 of the Scope Of Work) consist of the following:

- (a) Mowing all vegetation on the berm; and
- (b) Mowing, using a power trimmer or similar equipment, all areas that are not accessible with mowing equipment.

Trimming And Pruning Services (Section 4 of the Scope Of Work) consists of trimming and pruning all landscape plantings including evergreens, shrubbery, bushes and ornamental trees in areas covered by the Bi-Weekly Mowing Services.

Weeding And Mulching Services (Section 5 of the Scope Of Work) consist of the following:

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

Gas And Groundwater Well Access Services (Section 6 of the Scope Of Work) consists of the following:

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

Drainage System Vegetative Control Services (Section 7 of the Scope Of Work) consists of clearing brush and excessive vegetation from all drainage channels, ditches, berms, rock-lined downchutes and other drainage features.

BID PRICE FORM – SHELTON LANDFILL

Name of Bidder:	
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Task	# Per Year	Year 1 (07/01/06 – 06/30/07)		Year 2 (07/01/07 – 06/30/08)		Year 3 (07/01/08 – 06/30/09)		TOTAL FOR 3 YEARS
		Price for Each	Total Price ¹	Price for Each	Total Price ¹	Price for Each	Total Price ¹	
Bi-Weekly Mowing Services	11	\$	\$	\$	\$	\$	\$	\$
Landfill Mowing Services	1	\$	\$	\$	\$	\$	\$	\$
Trimming And Pruning Services	1	\$	\$	\$	\$	\$	\$	\$
Gas System Vegetative Control Services	5	\$	\$	\$	\$	\$	\$	\$
Drainage System Vegetative Control Services	1	\$	\$	\$	\$	\$	\$	\$
Monthly Metal Hydroxide Cell Service	5	\$	\$	\$	\$	\$	\$	\$
Snowplowing Services – 3" to 6" snow fall	4	\$	\$	\$	\$	\$	\$	\$
Snowplowing Services – 6" to 12" snow fall	3	\$	\$	\$	\$	\$	\$	\$
Snowplowing Services – 12" to 18" snow fall	1	\$	\$	\$	\$	\$	\$	\$
Snowplowing Services – Greater than 18" snow fall	1	\$	\$	\$	\$	\$	\$	\$
Sanding Services	8	\$	\$	\$	\$	\$	\$	\$
TOTAL		\$	\$	\$	\$	\$	\$	\$

¹ Total Price equals the "Price For Each" multiplied by the "# Per Year."

NOTES:

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

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

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

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

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

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

- (a) Clearing and maintaining walking paths free of brush and vegetation to all above-ground gas extraction wells; and
- (b) Clearing and maintaining vegetation around all gas extraction wells.

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

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

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

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

- (a) All paved areas from the two site entrance gates to the former electric generation facility;
- (b) The paved and gravel access road to the top of the Primary Landfill;
- (c) The gravel access road to the metal hydroxide area; and
- (d) The gravel perimeter access road, including all connecting roads.

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

Sanding Services (Section 8 of the Scope of Work) consists of sanding the paved area from the main site entrance around the transfer station area.

BID PRICE FORM-WALLINGFORD LANDFILL

Name of Bidder:

Task	# Per Year	Year 1 (07/01/06 – 06/30/07)		Year 2 (07/01/07 – 06/30/08)		Year 3 (07/01/08 – 06/30/09)		TOTAL FOR 3 YEARS
		Price for Each	Total Price ¹	Price for Each	Total Price ¹	Price for Each	Total Price ¹	
Bi-Weekly Mowing Services	11	\$	\$	\$	\$	\$	\$	\$
Landfill Mowing Services	1	\$	\$	\$	\$	\$	\$	\$
Drainage System Vegetative Control Services	1	\$	\$	\$	\$	\$	\$	\$
Metal Hydroxide Cell Mowing Services	5	\$	\$	\$	\$	\$	\$	\$
TOTAL		\$	\$	\$	\$	\$	\$	\$

¹ Total Price equals the "Price For Each" multiplied by the "# Per Year."

NOTES:

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

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

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

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

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

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

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

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

**SECTION 5
ISSUES AND QUESTIONS TO BE ADDRESSED**

ISSUES AND QUESTIONS TO BE ADDRESSED

INSTRUCTIONS: Complete, written answers must be provided to each of these questions and each answer must begin on a new page.

1. List the equipment that would be used to perform the Work. Include an indication of the age of the equipment and whether the equipment is presently owned by the bidder or will be acquired if the bidder is successful.
2. List the names of personnel that would be used to perform the Work. Include length of employment and number of years of experience doing this type of work.
3. List the names of at least three (3) references who can attest to the quality of work performed by the bidder. If the bidder has previously performed work for CRRA, one of the references must be for that work. Bidder should include the job title, affiliation, address and phone number for each reference and a brief description of the work performed for the reference.
4. Provide a copy of bidder's up-to-date certificate of insurance showing all current insurance coverage.

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

SECTION 6

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



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

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

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2. If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many Connecticut-based employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Contractor based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3. If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor registered with the DECD as a Certified Small Business? <i>If you answered "Yes" to Question 2A, please provide a copy of your Set-Aside Certificate.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a MWDP Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4. If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor registered with DECD as a MWDP Small Business?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5. If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the Request For Bids?	<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 solicitation?	<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
DECD	-	State of Connecticut Department of Economic and Community Development
MWDP	-	Minority/Women/Disabled Person

FOOTNOTE

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

SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

**SECTION 7
AFFIDAVIT OF THIRD PARTY FEES**



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. _____ (firm name) seeks to enter into the Agreement For Landscape, Mowing And Snowplowing Services For CRRRA Landfills (the "Agreement") with the Connecticut Resources Recovery Authority;
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

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

(Attach additional copies of this page as necessary.)

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

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

Signed: _____
 Name (Print): _____
 Title: _____

Sworn to before me this _____ day of _____ 200 6

 Notary Public/Commissioner of the Superior Court

¹ Please attach documents evidencing the terms of the fee arrangement and services.



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

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

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

Attach additional pages as necessary.

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

**SECTION 8
WAIVER OF DAMAGES FORM**



WAIVER OF DAMAGES FORM

**LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR CRRA LANDFILLS**

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

- (1) Any action or inaction on the part of the Connecticut Resources Recovery Authority (CRRA) or any of its directors, officers, employees or authorized agents concerning the evaluation and selection of bids by CRRA or any of its directors, officers, employees or authorized agents;
- (2) Any agreement entered into for the services described in the Request For Bids; and/or
- (3) Any award or non-award of a contract, pursuant to such Request For Bids.

Name of Bidder:	
Signature of Authorized Official:	
Typed Name of Official:	
Title:	
Date:	

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

**SECTION 9
NON-COLLUSION CERTIFICATE**



NON-COLLUSION CERTIFICATE

**LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR CRRR LANDFILLS**

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

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

1. 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;
2. 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;
3. 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;
4. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid;
5. Bidder has not sought by collusion to obtain for itself any advantage for the Services over any other Bidder for the Services or over CRRR; and
6. The person signing this proposal certifies that he has fully informed himself/herself regarding the accuracy of the statements contained in this certification and, under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing on its behalf.

Signature: _____

Name (print/type): _____

Title: _____

State Of: _____

County Of: _____

_____, being fully sworn, deposes and says that
he/she is the _____ (Title) of
_____ (Firm Name), the Bidder
herein, that he/she has read the foregoing statement of non-collusion, and, under the penalty of perjury,
certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 200_____

Notary Public/Commissioner of the Superior Court

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

**SECTION 10
BIDDER'S BACKGROUND QUESTIONNAIRE**



BIDDER'S BACKGROUND QUESTIONNAIRE

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

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

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

**SECTION 11
CERTIFICATION CONCERNING BID FORMS**



**CERTIFICATION CONCERNING
BID FORMS**

**LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR CRRA LANDFILLS**

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

By submission of this Bid, the Bidder identified below, together with any affiliates or related business entities or persons, the guarantor and any joint ventures, hereby certifies under penalty of perjury and risk of termination of the Agreement, if awarded, that all of the forms included in this Request For Bids that are submitted to the Connecticut Resources Recovery Authority as part of its Bid in response to this Request For Bids are identical in form and content to the preprinted forms in this Request For Bids except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

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 Bidder herein, that he/she has read the foregoing statement concerning bid forms, and, under the penalty of perjury, certifies that each and every part of said statement is true.

Sworn to before me this _____ day of _____ 200__

Notary Public/Commissioner of the Superior Court

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

**SECTION 12
NOTICE OF AWARD**

NOTICE OF AWARD

TO:

PROJECT(S):

CONTRACT NUMBER: _____

CONTRACT FOR: Landscape, Mowing And Snowplowing Services For CRRA Landfills

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated _____, 2006 in response to CRRA's Notice To Firms – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the Agreement For Landscape, Mowing And Snowplowing Services For CRRA Landfills (the "Services").

You are hereby notified that your Bid has been accepted for the Work for the period July 1, 2006 through June 30, 2009 at the following Landfill(s):

- (a) [Landfill(s) will be listed]

The amount of the award for the Work for the period July 1, 2006 through June 30, 2009 is not to exceed the following amount(s) for each Landfill(s) over the term of the Agreement;

- (a) [Landfill(s) will be listed along with total contract amount for that Landfill]

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

- (a) Execute the required number of the attached counterparts of the non-negotiable Agreement;
- (b) Deliver to CRRA such executed counterparts and all other attached Contract Documents along with the requisite certificates of insurance; and
- (c) Satisfy all other conditions set forth herein.

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

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (c) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and

terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

Dated this _____ day of _____, 2006.

Connecticut Resources Recovery Authority

By: _____

Title:

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2006.

By: _____ (Signature)

_____ (Typed/Printed Name)

Title: _____

**CONTRACT DOCUMENTS
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR
CONNECTICUT RESOURCES RECOVERY AUTHORITY
LANDFILLS**

**SECTION 13
AGREEMENT
FOR
LANDSCAPE, MOWING AND SNOWPLOWING
SERVICES
FOR CRRA LANDFILLS**

**AGREEMENT
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR CRRA LANDFILLS**

This AGREEMENT FOR LANDSCAPE, MOWING AND SNOWPLOWING SERVICES FOR CRRA LANDFILLS (“Agreement”) is made as of this 1st day of July, 2006 (“Effective Date”) by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter “CRRA”) and _____, a _____, having its principal offices at _____, _____ (hereinafter “Contractor”).

CONTENTS

PRELIMINARY STATEMENT.....	2
1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION.....	3
1.1 Definitions.....	3
1.2 Construction And Interpretation.....	4
2. SCOPE OF SERVICES	4
2.1 Contractor’s Responsibilities	4
2.2 Performance And Completion Of The Work	5
2.3 CRRA’s Responsibilities.....	5
2.4 Authorized Representative Of CRRA.....	5
2.5 Direction Of Work	5
2.6 CRRA’s Inspection Rights	6
2.7 Access.....	6
2.8 Change In Scope Of Work	6
2.9 Landfill And Subsurface Conditions.....	6
2.10 Methane Gases	7
2.11 Proprietary Information.....	7
2.12 Books And Records.....	8
2.13 Status Of Contractor.....	8
2.14 Subcontractors	8
2.15 Contractor’s Employees	8
2.16 Mechanic’s Liens	8
3. COMPENSATION AND PAYMENT	9
3.1 Compensation.....	9
3.2 Payment Procedure.....	9
3.3 Accounting Obligations.....	10
3.4 Withholding Taxes And Other Payments.....	10

3.5	State Of Connecticut Taxes.....	11
4.	TERM OF AGREEMENT	11
4.1	Term	11
4.2	Time Is Of the Essence.....	12
4.3	Termination	12
4.4	Restoration	12
5.	INDEMNIFICATION	13
5.1	Contractor's Indemnity	13
6.	INSURANCE.....	13
6.1	Required Insurance.....	13
6.2	Certificates	14
6.3	Specific Requirements.....	14
6.4	Issuing Companies	15
6.5	Umbrella Insurance Liability Coverage	15
6.6	Contractor's Subcontractors.....	15
6.7	No Limitation On Liability	15
6.8	Other Conditions	15
7.	MISCELLANEOUS.....	15
7.1	Non-Discrimination.....	15
7.2	Entire Agreement	16
7.3	Governing Law.....	17
7.4	Assignment.....	17
7.5	No Waiver	17
7.6	Modification	17
7.7	Restrictions On Parties.....	17
7.8	Notices.....	17
7.9	Benefit And Burden	18
7.10	Severability.....	18
7.11	Small Contractor Application.....	18
7.12	Whistleblower Protection.....	18
7.13	State Of Connecticut Audit Rights.....	19
7.14	Counterparts	19

PRELIMINARY STATEMENT

WHEREAS, CRRA owns a certain parcel of real property located at 217 Sadds Mill Road (Route 140) in Ellington, Connecticut upon which property CRRA formerly operated and now maintains and monitors a certain sanitary landfill known at the Ellington Landfill; and

WHEREAS, CRRA leases a certain parcel of real property located at 180 Leibert Road in Hartford, Connecticut, upon which property CRRA operates a solid waste landfill known as the Hartford Landfill; and

WHEREAS, CRRA owns a certain parcel of real property located at 866 River Road in Shelton, Connecticut upon which property CRRA formerly operated and now maintains and monitors a certain sanitary landfill known as the Shelton Landfill; and

WHEREAS, CRRA leases a certain parcel of real property located on Pent Road in Wallingford, Connecticut upon which property CRRA formerly operated and now maintains and monitors a certain sanitary landfill known as the Wallingford Landfill; and

WHEREAS, CRRA now desires to enter into this Agreement with Contractor in order to have Contractor render certain landscape, mowing and snowplowing services at the [list landfill(s) for which the Agreement pertains] (the "Landfill" or "Landfills," as appropriate) from time to time in accordance with this Agreement (the "Project").

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) **"Addenda"** means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) **"Contract Documents"** means this Agreement (including all exhibits attached hereto), Notice To Firms - Invitation To Bid, Instructions To Bidders, Addenda, Contractor's bid (including all documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award), Notice Of Award, any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.8 and/or Section 7.6 hereof.
- (c) **"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.
- (d) **"Notice Of Award"** means written notification from CRRA to the apparent successful bidder which states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.

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 Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

2. SCOPE OF SERVICES

2.1 Contractor’s Responsibilities

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

2.2 Performance And Completion Of The Work

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

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) Sound landscape, mowing and snowplowing practices;
- (d) The highest prevailing 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 identify and obtain any permits required for Contractor to perform the Work.

2.3 CRRA's Responsibilities

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

2.4 Authorized Representative Of CRRA

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

2.5 Direction Of Work

CRRA and/or its Authorized Representative may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor's performance of the Work hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Work, proceed to any or all remaining phases of the 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 is subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. If after any such inspection CRRA is unsatisfied with Contractor's performance of the Work hereunder, Contractor shall, at the direction of CRRA, render such performance satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any item in the schedule for the Project for the remaining Work. For purpose of this Section 2.6, CRRA shall mean CRRA and/or its Authorized Representative.

2.7 Access

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

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

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

2.8 Change In Scope Of Work

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the Scope Of Work as set forth in Section 2.1 hereof, then pursuant to CRRA's request, Contractor shall promptly commence and perform the services required for such revisions, modifications or changes, which services shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Contract Price is required as a result of such revisions, modifications or changes, CRRA and Contractor shall mutually agree in writing on the amount of such adjustment(s). Contractor shall promptly commence and perform any services required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s).

2.9 Landfill And Subsurface Conditions

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Landfill(s) are furnished for information only and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. Contractor acknowledges and agrees that CRRA does not assume any responsibility for

such information and data and that Contractor is solely responsible for investigating and satisfying itself as to all actual and existing Landfill conditions, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Landfill(s) and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures or performance of the Work to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Work can be performed, furnished and completed in accordance with the terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to underground facilities or surface, subsurface or other conditions at or contiguous to the Landfill(s) differs from conditions encountered by Contractor during performance of the Work, there shall be no increase in the Contract Price as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees in writing to such increase and/or extension.

2.10 Methane Gases

Contractor acknowledges the presence of methane gases at the Landfill(s) and that, during the term of this Agreement, methane gases may be collected from such Landfill(s). Contractor covenants and agrees that it and its employees, agents, subcontractors and materialmen shall take all necessary precautions with respect to the presence of methane gases at all times at such Landfill(s), including, but not limited to, prohibiting the presence of any open flames, sparks, smoking or any other activity which might ignite any of the methane gases present at the Landfill(s).

2.11 Proprietary Information

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

2.12 Books And Records

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

2.13 Status Of Contractor

CRRA and Contractor acknowledge and agree that Contractor is acting as an independent contractor in performing any Work for CRRA hereunder and that Contractor shall perform such Work in its own manner and method subject to the terms of this Agreement. Nothing in this Agreement shall be construed or interpreted as creating a partnership, a joint venture, an agency, a master-servant relationship, an employer-employee relationship or any other relationship between CRRA and Contractor other than that of an owner and an independent contractor. Contractor is expressly forbidden from transacting any business in the name of or on account of CRRA, and Contractor has no power or authority to assume or create any obligation or responsibility for or on behalf of CRRA in any manner whatsoever.

2.14 Subcontractors

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

2.15 Contractor's Employees

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

2.16 Mechanic's Liens

Contractor shall claim no interest in the Landfill(s) or any equipment, fixtures or improvements located or to be located thereon. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Landfill(s). Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or materialman of

Contractor commences any Work hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialman. If any mechanic's lien is filed against CRRA or any of its properties in connection with the Work hereunder, Contractor shall cause the same to be canceled and discharged of record within fifteen (15) days after the filing of such lien and, if Contractor fails to do so, CRRA may, at its option but without any obligation to do so, make any payment necessary to obtain such cancellation or discharge and the cost thereof, at CRRA's election, shall be either deducted from any payment due to Contractor hereunder or reimbursed to CRRA promptly upon demand by CRRA to Contractor.

3. COMPENSATION AND PAYMENT

3.1 Compensation

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

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

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

3.2 Payment Procedure

Contractor shall render a bill to CRRA each month for all of the Work performed and all of the costs and expenses incurred in the immediately preceding month pursuant to this Agreement. Each monthly bill will contain at least the following information.

- (a) A description of the Work performed;
- (b) A separate listing of the price for each item of the Work performed;
- (c) The time period covered by the invoice; and
- (d) The contract number for this Agreement (to be provided by CRRA)

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

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

If, however, CRRA determines that:

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

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

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

3.3 Accounting Obligations

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

3.4 Withholding Taxes And Other Payments

No FICA (social security) payroll tax, state or federal income tax, federal unemployment tax or insurance payments, state disability tax or insurance payments or state unemployment tax or insurance payments shall be paid or deposited by CRRA with respect to Contractor, nor be withheld from payment to Contractor by CRRA. No

workers' compensation insurance has been or will be obtained by CRRA on account of the Work to be performed hereunder by Contractor, or any of Contractor's employees or subcontractors. Contractor shall be responsible for paying or providing for all of the taxes, insurance and other payments described or similar to those described in this Section 3.4 and Contractor hereby agrees to indemnify CRRA and hold CRRA harmless against any and all such taxes, insurance or payments, or similar costs which CRRA may be required to pay in the event that Contractor's status hereunder is determined to be other than that of an independent contractor.

3.5 State Of Connecticut Taxes

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

4. TERM OF AGREEMENT

4.1 Term

The term of this Agreement shall commence on July 1, 2006 (the "Commencement Date") and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on June 30, 2009.

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

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

4.3 Termination

CRRA may terminate this Agreement at any time by providing Contractor with ten (10) days' prior written notice of such termination. Upon receipt of such written notice from CRRA, Contractor shall immediately cease performance of all Work, unless otherwise directed in writing by CRRA. Prior to any termination of this Agreement, Contractor shall remove all of its personnel and equipment from the Property, restore any part of the Property, or any of the Work that require 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 have been performed and completed by Contractor in conformance with the Standards;
- (2) Payment for such Work have not been previously made or is not disputed by CRRA;
- (3) Contractor is not in default hereunder;
- (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 restore any part of the Property 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.

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 with a limit of Five Million Dollars (\$5,000,000.00) 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 Five Hundred Thousand Dollars (\$500,000.00) each accident;

- (c) Workers' Compensation insurance with statutory limits and Employers' Liability insurance limits of Five Hundred Thousand Dollars (\$500,000.00) each accident for bodily injury by accident or Five Hundred Thousand Dollars (\$500,000.00) for each employee for bodily injury by disease; and
- (d) Contractor's Property and Equipment Insurance covering all property and equipment that Contractor has proposed to use in performing any of the work in an amount equal to one hundred percent (100%) of the actual cash value.

6.2 Certificates

Within ten (10) days after CRRA issues the Notice Of Award, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

6.3 Specific Requirements

All policies for each insurance required hereunder shall:

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

6.4 Issuing Companies

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

6.5 Umbrella Insurance Liability Coverage

Contractor may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability insurance, business automobile liability insurance and employer's liability insurance.

6.6 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. Contractor and/or subcontractor(s) must provide proof of such coverage to CRRA.

6.7 No Limitation On Liability

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

6.8 Other Conditions

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

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

7. MISCELLANEOUS

7.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that in the performance of the Work for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, including civil union status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status,

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

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

7.2 Entire Agreement

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

7.3 Governing Law

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

7.4 Assignment

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

7.5 No Waiver

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

7.6 Modification

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

7.7 Restrictions On Parties

This Agreement shall not be construed to restrict either CRRA or Contractor from entering into other consulting agreements similar to this one with other parties, provided however Contractor shall not render services to another which would either be in conflict with the interests of CRRA or prevent Contractor from performing hereunder. Contractor shall not assign this Agreement or subcontract any of the Work to be performed hereunder without the prior written consent of the Authorized Representative or such assignment or subcontract shall be void.

7.8 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, 6th Floor
Hartford, Connecticut 06103
Attention: Director of Environmental Affairs and Development

With a copy to:

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

(b) If to Contractor:

Attention: _____

7.9 Benefit And Burden

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

7.10 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.

7.11 Small Contractor Application

At the request of CRRA and if Contractor qualifies, Contractor shall apply with the State of Connecticut Department of Economic and Community Development, 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 32-9e of the *Connecticut General Statutes*.

7.12 Whistleblower Protection

If any officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of *Connecticut General Statutes* Section 4-61dd, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for

each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and direct offense. The Contractor shall post a notice in a conspicuous place which is readily available for viewing by employees of the provisions of *Connecticut General Statutes* Section 4-61dd relating to large state contractors.

7.13 State Of Connecticut Audit Rights

The State of Connecticut (the "State") or its representatives shall have the right at reasonable hours to examine any books, records and other documents of Contractor or its subcontractors pertaining to work in connection with the Mid-Connecticut Project, or the performance of the obligations of Contractor to the State under the contract and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the Agreement or the performance of the obligations of Contractor to the State under the contract. The Contractor shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor providing services in connection with the Mid-Connecticut Project or the performance of the obligations of Contractor to the State under the contract. The Contractor shall retain and maintain accurate records and documents relating to its performance of Work in connection with the Mid-Connecticut Project or the performance of the obligations of Contractor to the State under this Agreement for a minimum of three (3) years after the final obligation payment by CRRA and shall make them available for inspection and audit by the State.

7.14 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

CONTRACTOR

By: _____
Its
Duly Authorized

EXHIBIT A
To
AGREEMENT
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR CRRRA LANDFILLS

SCOPE OF WORK

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

EXHIBIT A

SCOPE OF WORK

ELLINGTON LANDFILL

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

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

1. BI-WEEKLY MOWING SERVICES

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

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

- (a) Mowing of all lawn and landscaped areas (except as noted above) and keeping these areas in neat and well landscaped condition. These areas include the following:
 - (1) The side of Route 110 (Sadds Mill Road) in front of the Landfill property, between the edge of the pavement and the perimeter Landfill fence;
 - (2) The sides of the paved access road from the transfer station to the thermal oxidizer station. Areas to be mowed will extend a minimum of 15 feet from the edge of pavement on both sides of the road; and
 - (3) The area around the outside of the thermal oxidizer station enclosure. This area will extend a minimum of 15 feet from the edge of the thermal oxidizer enclosure;
- (b) Trimming (using a power trimmer as needed) of areas around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures in the areas described in (a) above. In addition, all areas requiring mowing that are not accessible with a push or ride-on mowing equipment shall be trimmed.

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

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

2. LANDFILL MOWING SERVICES

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

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

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

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

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

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

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

3. GAS SYSTEM VEGETATIVE CONTROL SERVICES

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

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

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

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

4. DRAINAGE SYSTEM VEGETATIVE CONTROL SERVICES

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

5. SNOWPLOWING SERVICES

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

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

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

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

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

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

6. SITE ACCESSIBILITY

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

HARTFORD LANDFILL

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

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

1. BI-WEEKLY MOWING SERVICES

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

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

HARTFORD LANDFILL

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

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

1. BI-WEEKLY MOWING SERVICES

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

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

guardrails and other structures in the areas described in (a) above. In addition, all areas requiring mowing that are not accessible with a push or ride-on mowing equipment shall be trimmed.

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

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

2. LANDFILL MOWING SERVICES

The landfill consists of a large mound, in excess of 100 feet in height, with steep sideslopes (on the order of 3 horizontal to 1 vertical (3H:1V) and in some areas (2H:1V)). The landfill has a soil cover (in excess of two feet in most locations, but less thick in some areas) over the waste materials and the soil cover is densely vegetated and has an irregular surface.

There are over 60 above-ground landfill gas extraction wells protruding from the landfill surface, as well as a number of other utilities and structures. The Contractor must protect all existing gas wells, piping, utilities and structures on the landfill during mowing. Damage to any such wells, piping, utilities and structures by Contractor shall be immediately reported to CRRA and repaired by CRRA at the Contractor's sole expense.

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

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

- (a) Bulky Waste/Interim Ash Area - This area is where bulky and non-processible wastes are deposited and is approximately 80 acres in size. Slopes in this area are as steep as 3H:1V and in the future, may be as steep as 2H:1V in some areas. Of the 80 acres, approximately 40 acres are currently vegetated. Vegetation may be established on other areas of the Bulky Waste/Interim Ash Area. The currently vegetated areas include:
 - (1) The Interim Ash Area;
 - (2) The east slope;
 - (3) The toe of the west slope; and
 - (4) The northerly 1/3 of the west slope.

- (b) Phase 1 Ash Area - This area consists of a 16 acre ash monofill. Although not currently the case, vegetation may be established within the monofill in

association with closure activities that may occur during the term of this agreement. Slopes within the ash monofill will be on the order of 3H:1V.

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

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

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

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

Due to ongoing filling operations at the Landfill, vegetation is often being removed and replanted in various areas of the Landfill. For this reason, Exhibit C, "Contract Price," provides a price for landfill mowing on a per acre basis based on 50 acres (it is assumed that the total area of vegetation requiring mowing will be between 30 and 80 acres at any given time). The actual price paid by CRRA for Landfill Mowing Services will be calculated based on the actual number of acres mowed measured in the field and agreed upon by CRRA and Contractor, multiplied by the per acre price.

3. PHASE 1 ASH AREA BERM MOWING SERVICES

This area consists of a vegetated berm on the northerly exterior portion of the Phase 1 Ash Area. This berm is steeply sloped at 2H:1V, and is approximately 700 feet long and up to 15 feet high.

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

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

- (a) Mowing of all vegetation (including sumac and other woody vegetation) to a uniform finished height of approximately 6 inches; and

- (b) Mowing, using a power trimmer or similar equipment, of all areas that are not accessible with mowing equipment.

CRRA makes no representations or guarantees that these areas can be mowed with standard mowing equipment. Specialized equipment may be required to mow this area.

A Phase 1 Ash Area Berm Mowing Service shall be complete within 3 weeks of its start.

4. TRIMMING AND PRUNING SERVICES

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

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

5. WEEDING AND MULCHING SERVICES

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

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

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

6. GAS AND GROUNDWATER WELL VEGETATIVE CONTROL SERVICES

Currently, the landfill has approximately 60 gas extraction wells within the Bulky Waste/Interim Ash Area. It also has 4 groundwater flow control wells on the south side of the Landfill property.

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

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

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

7. DRAINAGE SYSTEM VEGETATIVE CONTROL SERVICES

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

8. SITE ACCESSIBILITY

The Contractor may access the Landfill for the purposes of performing the Work hereunder when requested of CRRA. The Landfill is currently in operation and is manned on a regular basis by CRRA personnel. CRRA staff or CRRA's landfill operator or an authorized representative of CRRA must be present on-site when landscape or mowing services are performed, unless otherwise approved by CRRA. Contractor must provide CRRA with 24 hours notice when landscape or mowing services are to be performed. Contractor may access the site only during the normal business hours, Mondays through Fridays, 6:30 a.m. to 4:30 p.m. All personnel employed by the contractor shall sign in at the scale house each day prior to performing work.

SHELTON LANDFILL

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

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

1. BI-WEEKLY MOWING SERVICES

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

- (a) Mowing of all lawn and landscaped areas (except as noted above) and keeping these areas in neat and well landscaped condition. These areas include the following:
 - (1) Grassed areas along the Landfill side of Route 110 (River Road) from the southerly property line (the Far Mill River Bridge) to the northerly property line (the Family Golf Center);
 - (2) All areas around the Landfill entrance (south gate);
 - (3) All paved parking areas and side roads;
 - (4) Both sides of the main entrance roadway starting at the main gate and proceeding as far as the Southeast Ash area. Areas to be mowed will extend a minimum of 15 feet from the road shoulder for the main entrance roadway; and
 - (5) Areas around all buildings and structures, including the including the gray house/office at 866 River Road, the scalehouse (trailer), the pretreatment building, the enclosed gas flare compound, the generator enclosure, the gas-to energy facility and the maintenance garage near the Landfill entrance. The areas mowed and landscaped around the above buildings and structures shall extend a minimum of 15 feet from the edge of each structure. Connecting lawns for all of the buildings and structures shall also be mowed and landscaped.
- (b) Trimming (using a power trimmer as needed) of areas around all planting and landscaped areas, trees, buildings, telephone poles, above-ground pipes, fencing, guardrails and other structures in the areas described in (a) above. In addition, all areas requiring mowing that are not accessible with a push or ride-on mowing equipment shall be trimmed.

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

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

2. LANDFILL MOWING SERVICES

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

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

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

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

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

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

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

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

3. TRIMMING AND PRUNING SERVICES

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

- (a) Trimming and pruning of all landscape plantings including; evergreens, shrubbery, bushes and ornamental trees located in all areas mowed as part of the Bi-Weekly Mowing Services (Section 1), with the exception of landscape plantings along Route 110 (River Road).
- (b) Pruning and removing all overgrowth, dead limbs and branches.
- (c) Weeding of landscape beds and removing unwanted vegetation from areas around the planting areas.

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

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

4. GAS SYSTEM VEGETATIVE CONTROL SERVICES

Currently, the landfill gas system includes over 50 extraction wells located on the Primary Landfill.

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

- (a) Clearing and maintaining of continuous walking paths for access to all gas extraction wells. All vegetation shall be cleared to a maximum ground height of 6 inches and a minimum width of 5 feet and all overhead vegetation within 8 feet of the ground shall be cleared.

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

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

5. DRAINAGE SYSTEM VEGETATIVE CONTROL SERVICES

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

6. METAL HYDROXIDE CELL MOWING SERVICES

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

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

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

7. SNOWPLOWING SERVICES

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

- (a) All paved areas from the two site entrance gates to the former electric generation facility;
- (b) The paved and gravel access road to the top of the Primary Landfill;
- (c) The gravel access road to the metal hydroxide area; and
- (d) The gravel perimeter access road around the Primary Landfill, the Northeast Ash Area and the Southeast Ash Area, including all connecting roads.

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

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

8. SANDING SERVICES

Contractor shall sand the area from the main site entrance around the transfer station area when requested by CRRA.

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

9. SITE ACCESSIBILITY

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

WALLINGFORD LANDFILL

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

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

1. BI-WEEKLY MOWING SERVICES

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

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

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

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

2. LANDFILL MOWING SERVICES

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

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

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

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

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

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

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

3. DRAINAGE SYSTEM VEGETATIVE CONTROL SERVICES

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

4. METAL HYDROXIDE CELL MOWING SERVICES

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

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

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

5. SITE ACCESSIBILITY

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

EXHIBIT B
To
AGREEMENT
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR CRRR LANDFILLS

SITE PLANS

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

FIGURE 1
SITE PLAN
LFG COLLECTION AND CONTROL SYSTEM

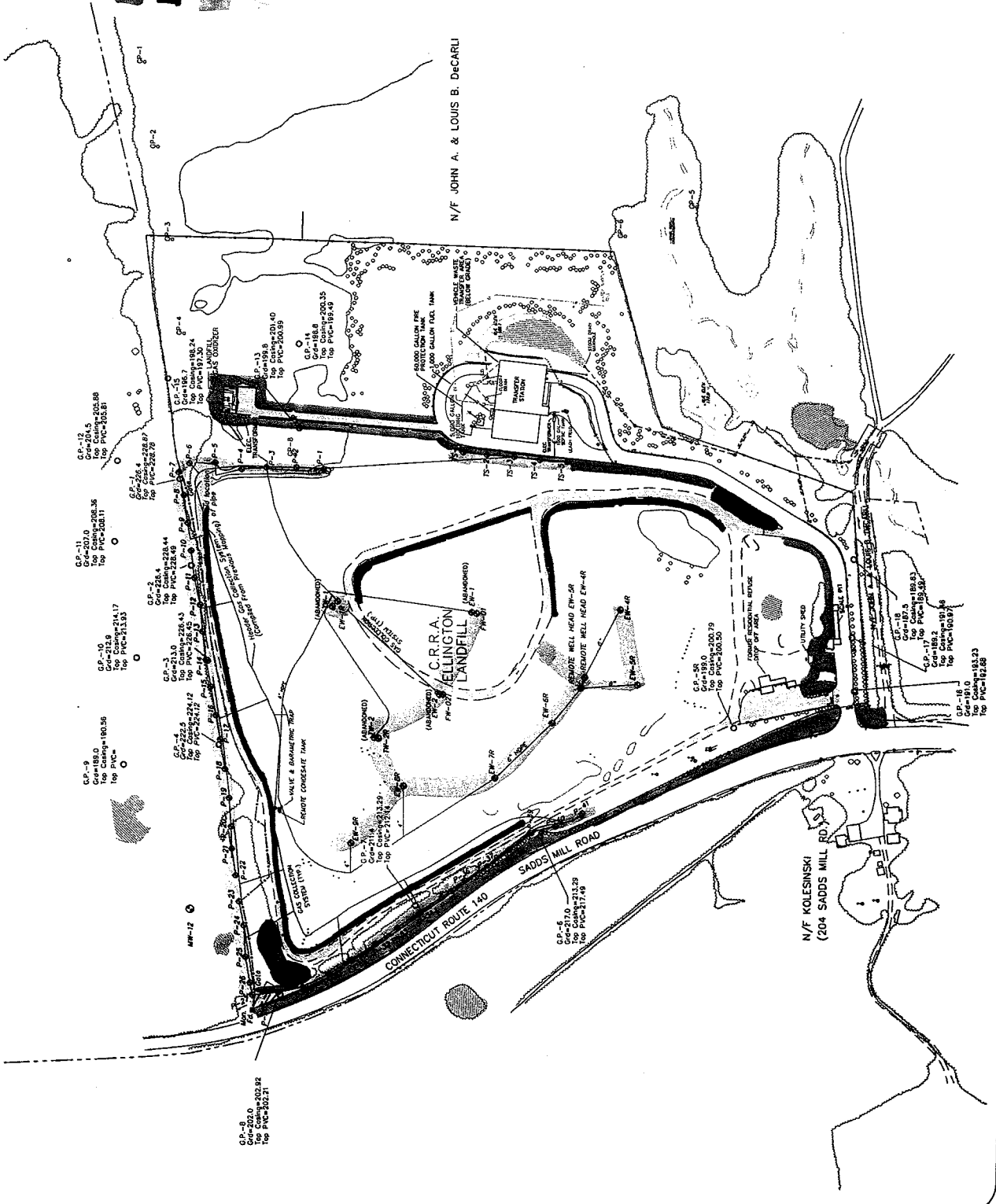
LANDFILL MOWING
B' WEEKLY MOWING
DRAINAGE VEG. CONTROL
GAS SYS. PATHS
SNOW PLOWING



LEGEND

- ● GAS MONITORING PROBE
- ● LANDFILL GAS EXTRACTION WELL
- TREES
- UTILITY POLE
- UNDERGROUND ELECTRIC
- PAVED SURFACE
- CONCRETE MONUMENT FOUND
- X- WIRE FENCE
- O- CHAIN LINK FENCE
- - - PROPERTY/DEED/STREET LINE

N/F JOHN A. & LOUIS B. DeCARLI



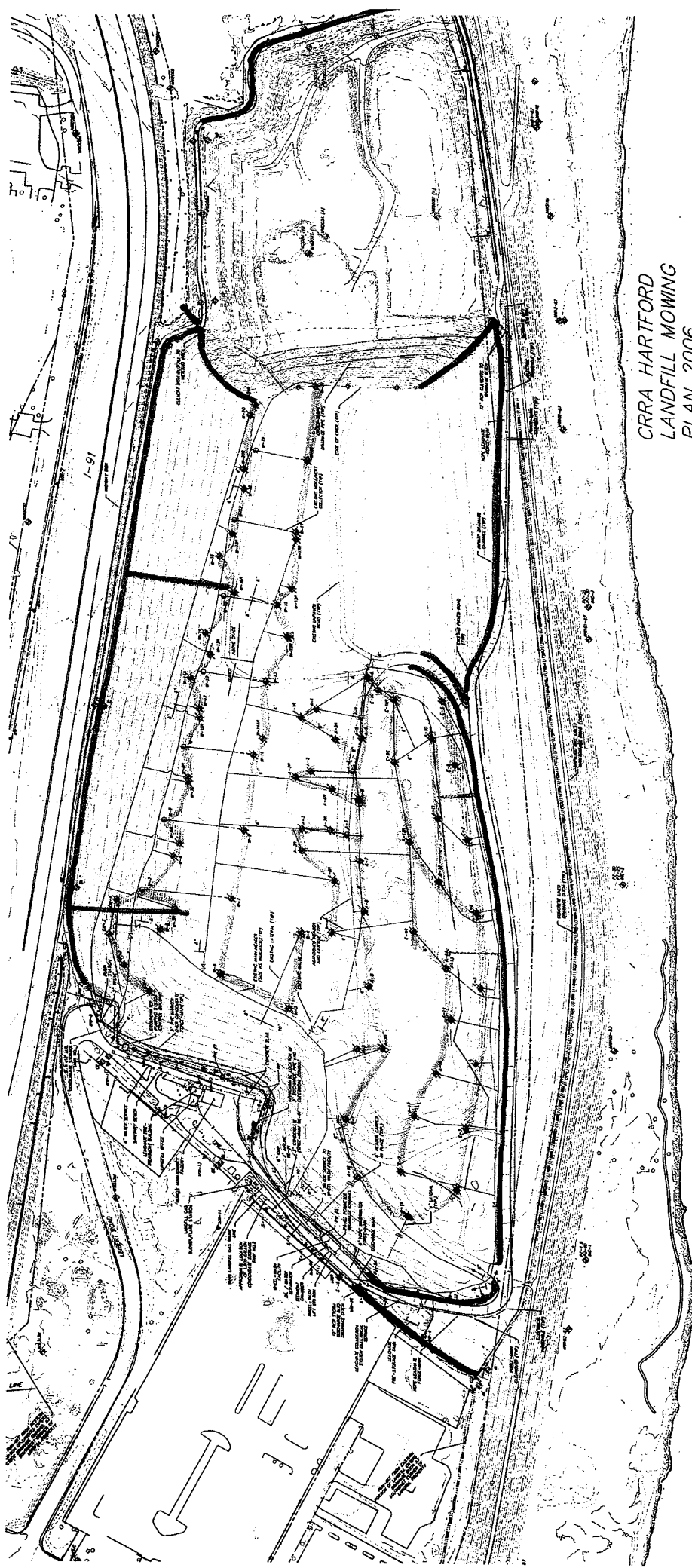
CONNECTICUT RESOURCES RECOVERY AUTHORITY

ELLINGTON LANDFILL
 CONN. ROUTE 140
 SADD'S MILL ROAD
 ELLINGTON, CONNECTICUT

SCALE IN FEET
 0 50 100

NORTH

FIGURE 1
 DATE 5/7/01
 DWG NO 120902



CRRR HARTFORD
 LANDFILL MOWING
 PLAN 2006




SHEET 1 OF 2

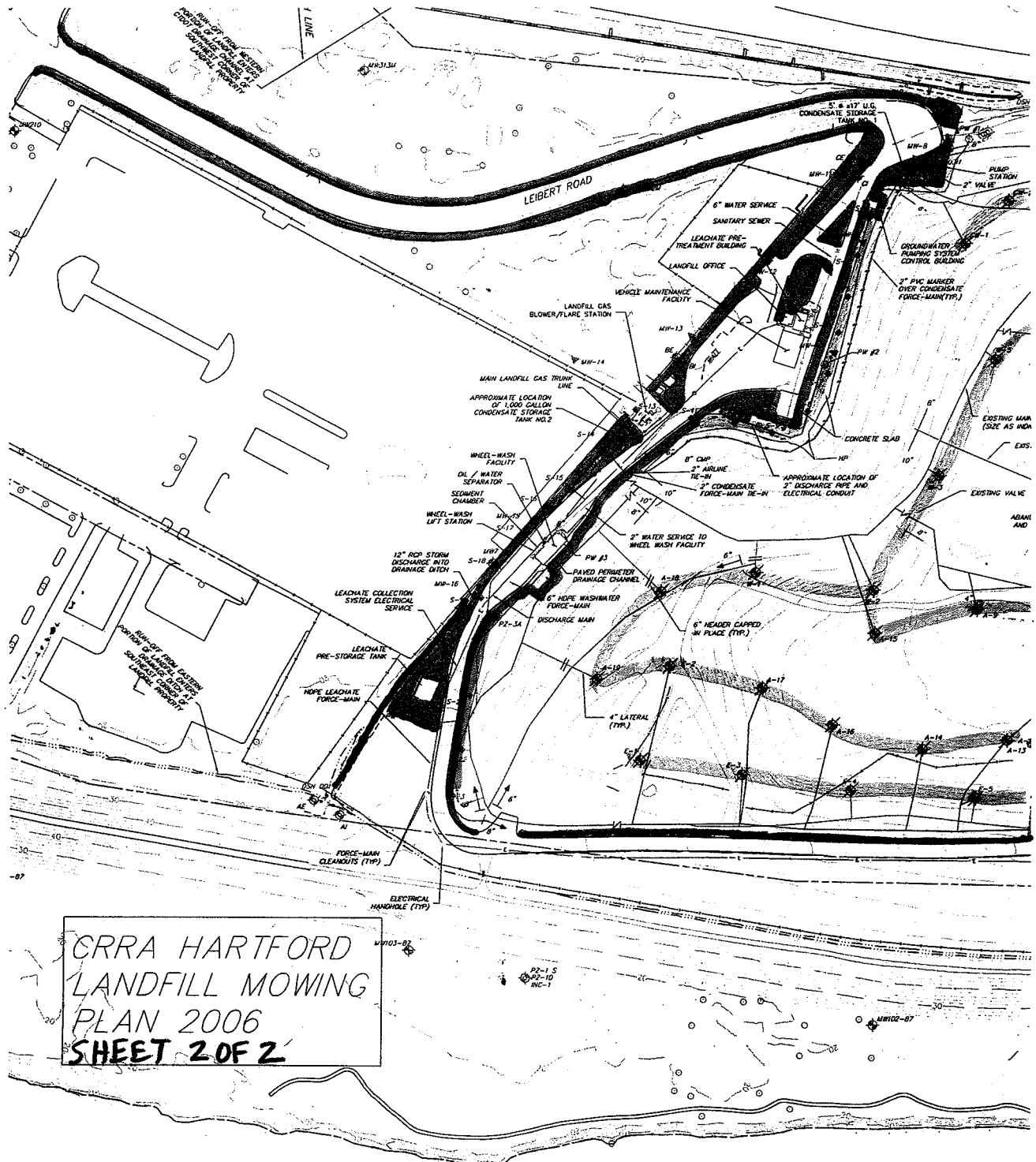
NOTE: BI WEEKLY MOWING AREAS
 ARE SHOWN ON SHEET 2

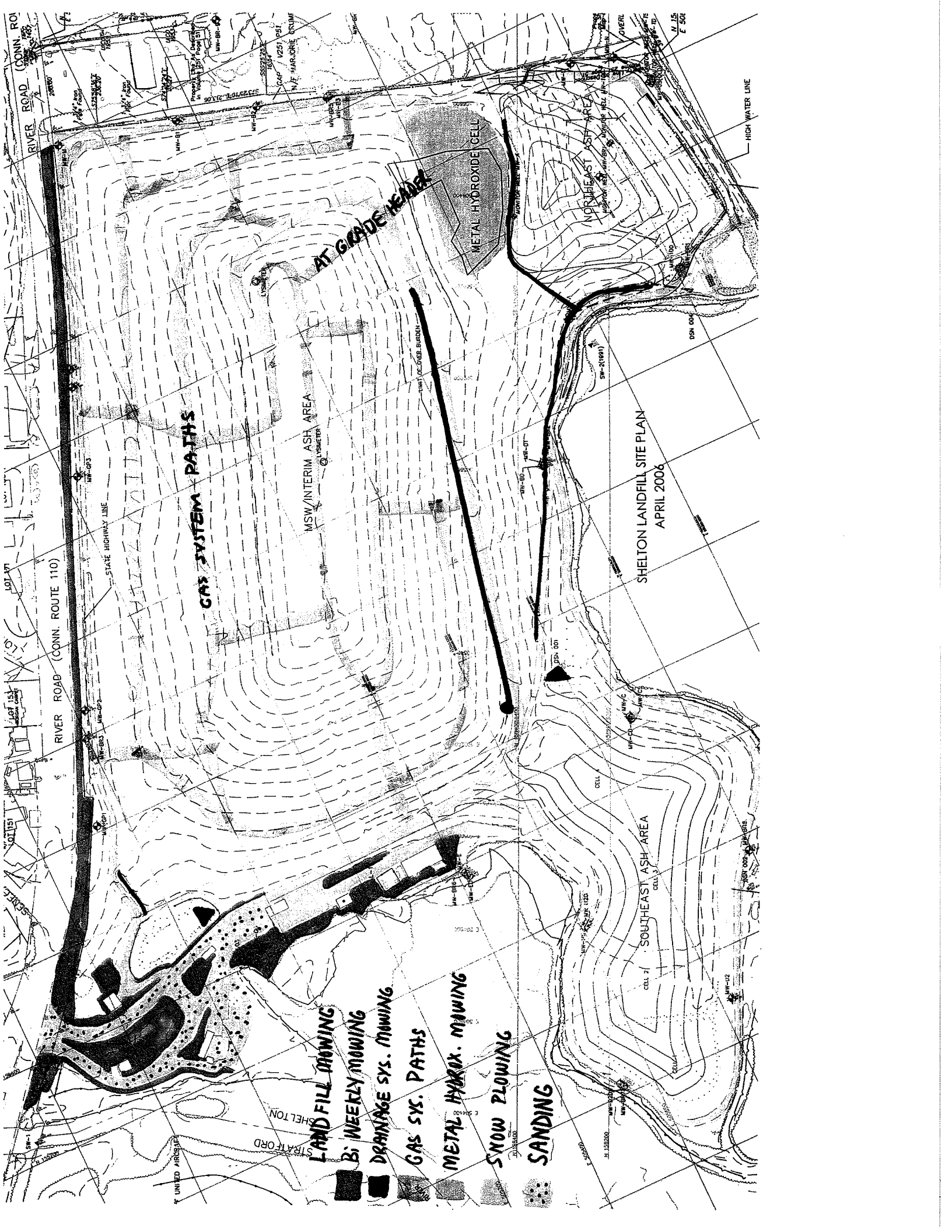
LANDFILL MOWING
 DRAINAGE SYS. VEG. CONTROL
 GAS SYS. PATHS










LANDFILL MOWING

-  B: WEEKLY MOWING
-  DRAINAGE SYS. VEG. CONTROL
-  GAS SYS. PATHS





-  **LAND FILL MOWING**
-  **WEEKLY MOWING**
-  **DRAINAGE SYS. MOWING**
-  **GAS SYS. PATHS**
-  **METAL HYDROX. MOWING**
-  **SNOW PLOWING**
-  **SANDING**

SHELTON LANDFILL SITE PLAN
APRIL 2006

AT GRADE HEAVY

GAS SYSTEM PATHS

METAL HYDROXIDE CELL

MSW/INTERIM ASH AREA

SOUTHEAST ASH AREA

NORTHEAST ASH AREA

RIVER ROAD (CONN. ROUTE 110)

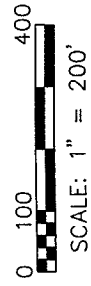
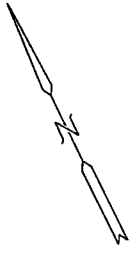
STATE HIGHWAY LINE

HIGH WATER LINE

RIVER ROAD (CONN. ROUTE 110)

STRATFORD
SHELTON

UNITED ARISTOCRACY



- LANDFILL MOWING**
- Bi WEEKLY MOWING**
- DRAINAGE VEG. CONT.**
- METAL HYDROX. MOW.**

CLOSED METAL HYDROXIDE CELL

MSW BYPASS/BULKY WASTE DISPOSAL AREA

APPROX. LOCATION OF FORMER SLUDGE LAGOON

CLOSED MSW LANDFILL

CLOSED INTERIM ASH AREA

TOWN OF WALLINGFORD COMPOST AREA

CLOSED BULKY WASTE

PENT. ROAD

CRRA

APRIL 2006

LANDFILL MOWING SITE PLAN
WALLINGFORD LANDFILL
SCALE: NONE

EXHIBIT C
To
AGREEMENT
FOR
LANDSCAPE, MOWING AND SNOWPLOWING SERVICES
FOR CRRRA LANDFILLS

CONTRACT PRICE

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

EXHIBIT C

CONTRACT PRICE

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

ELLINGTON LANDFILL

PAYMENT RATE SCHEDULE

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

Task	Price for Each		
	Year 1 (07/01/06 – 06/30/07)	Year 2 (07/01/07 – 06/30/08)	Year 3 (07/01/08 – 06/30/09)
Bi-Weekly Mowing Services			
Landfill Mowing Services			
Gas System Vegetative Control Services			
Drainage System Vegetative Control Services			
Snowplowing Services – 3" to 6" snow fall			
Snowplowing Services – 6" to 12" snow fall			
Snowplowing Services – 12" to 18" snow fall			
Snowplowing Services – Greater than 18" snow fall			

NOT-TO-EXCEED CONTRACT PRICE

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

Not-To-Exceed Contract Price	
------------------------------	--

HARTFORD LANDFILL

PAYMENT RATE SCHEDULE

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

Task	Price for Each		
	Year 1 (07/01/06 – 06/30/07)	Year 2 (07/01/07 – 06/30/08)	Year 3(07/01/08 – 06/30/09)
Bi-Weekly Mowing Services			
Landfill Mowing Services ¹			
Phase I Ash Area Berm Mowing Services			
Trimming And Pruning Services			
Weeding And Mulching Services			
Gas And Groundwater Well Access Services			
Drainage System Vegetative Control Services			

¹ The price indicated is the price per acre mowed. The actual price paid by CRRA for Landfill Mowing Services will be calculated based on the actual number of acres mowed measured in the field and agreed upon by CRRA and Contractor multiplied by the per acre price.

NOT-TO-EXCEED CONTRACT PRICE

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

Not-To-Exceed Contract Price	
------------------------------	--

SHELTON LANDFILL

PAYMENT RATE SCHEDULE

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

Task	Price for Each		
	Year 1 (07/01/06 – 06/30/07)	Year 2 (07/01/07 – 06/30/08)	Year 3 (07/01/08 – 06/30/09)
Bi-Weekly Mowing Services			
Landfill Mowing Services			
Trimming and Pruning Services			
Gas System Vegetative Control Services			
Drainage System Vegetative Control Services			
Monthly Metal Hydroxide Cell Service			
Snowplowing Services – 3" to 6" snow fall			
Snowplowing Services – 6" to 12" snow fall			
Snowplowing Services – 12" to 18" snow fall			
Snowplowing Services – Greater than 18" snow fall			
Sanding Services			

NOT-TO-EXCEED CONTRACT PRICE

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

Not-To-Exceed Contract Price	
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WALLINGFORD LANDFILL

PAYMENT RATE SCHEDULE

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

Task	Price for Each		
	Year 1 (07/01/06 – 06/30/07)	Year 2(07/01/07 – 06/30/08)	Year 3(07/01/08 – 06/30/09)
Bi-Weekly Mowing Services	\$	\$	\$
Landfill Mowing Services	\$	\$	\$
Drainage System Vegetative Control Services	\$	\$	\$
Monthly Metal Hydroxide Cell Service	\$	\$	\$

NOT-TO-EXCEED CONTRACT PRICE

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

Not-To-Exceed Contract Price	
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