

**PROJECT MANUAL
CONTRACT DOCUMENTS
FOR**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
MID-CONNECTICUT PROJECT
WASTE PROCESSING FACILITY
MAXIM ROAD, GATE 70
HARTFORD, CT 06114**

**REFURBISHMENT OF STEEL PAN CONVEYOR CV-200B AT THE WASTE
PROCESSING FACILITY**

**CONNECTICUT RESOURCES RECOVERY AUTHORITY
100 CONSTITUTION PLAZA - 6TH FLOOR
HARTFORD, CONNECTICUT 06103-1722**

CRRA CONTRACT NUMBER: 074109

September 27, 2006

PROJECT MANUAL

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Maxim Road, Gate 70
Hartford, Connecticut 06114

Connecticut Resources Recovery Authority
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September 27, 2006

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**CONNECTICUT RESOURCES RECOVERY AUTHORITY
NOTICE TO CONTRACTORS - INVITATION TO BID
WASTE PROCESSING FACILITY
REFURBISHMENT OF CV-200B AT THE WASTE PROCESSING FACILITY
MAXIM ROAD, GATE 70
HARTFORD, CONNECTICUT 06114**

The Connecticut Resources Recovery Authority ("CRRA") is seeking bids from qualified contractors to furnish all labor, incidentals and miscellaneous materials thereto for the Refurbishing of Steel Pan Conveyor CV-200B (the "Project") located on the Waste Processing Facility ("WPF"), Maxim Road, Gate 70, Hartford, Connecticut (the "Property"). The work to be performed under this contract includes, but is not limited to the following items:

- Removal of existing conveyor CV-200B (a 72" wide, style "A" chain and pan assembly) parts, cut to size and disposed of in a steel dumpster.
- Installation of the following new conveyor CV-200B parts: new feed, return, push down and impact rails, for the full length on both sides of the conveyor.
- Install new tail and head assemblies which consist of conveyor chain sprockets, bearings, driven and floating sprockets along with new head and tail shafts.
- Installation of all new steel conveyor pans, conveyor chain, and conveyor wheels (Blocks), belonging to conveyor CV-200B.
- The contractor shall furnish all necessary equipment, tools, labor and supervision to perform the replacement.
- Refurbishing activities will take place around the clock over a weekend.
- Refurbishing activities shall be coordinated with Owner ("CRRA") and Operator ("MDC-Metropolitan District Commission") as needed.
- Clean-up, disposal of waste and debris, and restoration of work site to satisfaction of Owner and Engineer.
- All other related work required to complete the Project.
- This is a labor only project – Contractor to provide only those incidentals and miscellaneous materials necessary for assembly of project components.

Sealed bids will be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 2:00 PM, local time, on October 13th, 2006.

A mandatory pre-bid conference and tour of the work site will be held at the CRRA's Waste Processing Facility, Maxim Road, Gate 70, Hartford, Connecticut on October 5th, 2006 at 10:00 a.m.

Each bid shall be accompanied by one (1) of the following forms of security: a cashier's check; a certified check; or a bid bond, which security shall be made payable to CRRA and shall be in an amount equal to ten (10%) percent of the amount bid. Any bid bond submitted as security shall be in the form provided for such bid bond in the bid package documents and such

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

There will be no public opening of the bids. CRRA shall open and review all bids at its own convenience. 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 bidding process. CRRA will base its evaluation of the bids on price, the demonstrated skill, ability and integrity of each bidder to perform the work required in the bid package documents and any other factor or criterion that CRRA deems relevant or pertinent for such evaluation including but not limited to factors such as life-cycle economics. 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 in response hereto. All bids shall remain open for **sixty (60) days** after the bid due date.

Bid package documents for this Work may be obtained, as of September 27th, 2006 from the above-referenced Hartford offices of CRRA for the non-refundable fee of \$25.00 for each set of such documents. The bid documents will also be available on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page.

Anyone having questions regarding the foregoing information and project may contact **Rich Quelle, Senior Engineer, at (860) 524-1695. Substantive questions to CRRA must be in writing. See Section 5 of Instructions to Bidder.**

INSTRUCTIONS TO BIDDERS:

1. Definitions: Terms used but not defined in these Instructions To Bidders shall have the same respective meanings assigned to such terms in the Agreement.
2. Scope of Work: The work to be performed under this contract includes, but is not limited to, the following:
 - Removal of all the old CV-200B (a 72" wide, style "A" chain and pan assembly) parts, cut to size and disposed of in a steel dumpster.
 - Installation of the following new CV-200B parts: new feed, return, push down and impact rails, for the full length on both sides of the conveyor. In reviewing the enclosed original Manufacturer's drawings, it is important to note that some of the bolted connections that hold the rails to the structural supports have been welded in some locations. These welds will be removed by the contractor prior to being able to remove the old rails. Also, remaining weld may be required to be removed to install the replacement rails. The contractor must be aware that additional bracing has been installed in some locations to aid in supporting sections of spliced rail, which may have to be removed or trimmed by the contractor.
 - Option to Contractor: If deemed less labor intensive or time saving, the CRRA can provide prefabricated feed and return rails in their complete existing assemblies. Instead of the contractor having to remove and reinstall the existing feed and return wear rails off its supporting box tubes, the complete box tube (feed assembly: 8"x4"x1/4" with 1½"x2" wear plate and return assembly: 6"x4"x1/4" with 1½"x2" wear plate) and rail assembly can be replaced as one piece with prefabricated sections. Refer to Exhibit A- Rexnord drawing number: G26837-3-2 for details. Bid form should be filled out completely in order for CRRA to evaluate cost savings if contractor chooses option.
 - Install new tail and head assemblies which consist of conveyor chain sprockets, bearings, driven and floating sprockets along with new head and tail shafts. It will be the contractor's responsibility to pre-assemble these units prior to installation.
 - Installation of all new steel conveyor pans, conveyor chain, and conveyor wheels (Blocks), belonging to conveyor CV-200B.
 - The new steel pans (apron pans, saddles, spacers, etc will be pre-assembled by the factory in 14 sections that are each 10 feet long), complete with chain and wheel assembly except the wheels; therefore it's the contractor responsibility to install the UHMW/wheel (Blocks) on site. This can be performed before commencing the project.
 - Not included with the delivery of the equipment are shims, bolts, nuts, lock washers, etc., which are to be supplied by the contractor, all nut and bolts must be of grade 8.
 - The contractor shall furnish all necessary equipment, tools, labor and supervision to perform the replacement.
 - The existing frame of the conveyor CV-200B will be left as-is.
 - The structural integrity of the support columns, cross bracing and beams are to be reviewed prior to the installation of the new rails. Any structural damage that will impact the scope of the work shall be brought to the attention of the Senior Engineer and shall be addressed accordingly prior to installation of the new equipment.
 - Refurbishing activities will take place around the clock over a weekend into a Tuesday morning Due to the extreme importance of the downtime limitations on this conveyor, work shall be performed in a minimum amount of time. Work shall be performed around the clock [24 hour a day] from the beginning of the project until completion.

- Refurbishing activities shall be coordinated with Owner (“CRRA”) and Operator (“MDC-Metropolitan District Commission”) as needed.
- Clean-up, disposal of waste and debris, and restoration of work site to satisfaction of Owner and Engineer.
- All other related work required to complete the Project.
- This is a labor only project. Contractor to provide only those incidentals and miscellaneous materials necessary for assembly of project components.

The above work is more particularly shown on drawings entitled: “Rexnord Inc., Conveying Equipment Division, Milwaukee, Drawing Numbers G26837-2-1, G26837-2-10, G26837-2-19”, G26837-3-2”, which drawings are set forth in Exhibit A of the *Agreement*.

3. **Bid Package Documents:** This bid package consists of the following documents:

- Notice to Contractors - Invitation To Bid
- Instructions To Bidders
- Bid Bond
- Bid Form
- Affirmative Action Questionnaire
- Affidavit of Third Party Fees
- Notice Of Award
- Notice To Proceed
- Agreement for the Refurbishment CV-200 B at the Waste Processing Facility:

- Plans
- General Requirements
- Technical Specifications
- Project Schedule
- Construction Performance Bond
- Construction Payment Bond
- Payroll Certification Forms

Complete sets of the above documents may be obtained, as of September 27th, 2006, from CRRA's offices referenced in the Notice To Contractors- Invitation To Bid for the nonrefundable fee of \$25.00 for each set of such documents.

4. **Bid Procedures:** Sealed bids shall be submitted no later than 2:00 PM, local time, on October 13th, 2006 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722.

A mandatory pre-bid conference and tour of the work site will be held at the CRRA’s Waste Processing Facility, Maxim Road, Gate 70, Hartford, Connecticut on October 5th, 2005 at 10:00 a.m.

Bids shall be submitted on the 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.

All bids shall be enclosed in a sealed envelope, which shall be clearly marked: " BID FOR REFURBISHMENT OF CV-200B AT THE WASTE PROCESSING FACILITY."

There will be no public opening of the bids. CRRA shall open and review all bids at its own convenience. CRRA reserves the right to reject any or all of the bids submitted, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the bidding process.

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

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.

CRRA will evaluate the bids on price, the demonstrated skill, ability and integrity of each bidder to perform the Work, and any other factor or criterion that CRRA deems relevant or pertinent for its evaluation of such bids.

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

If the contract is to be awarded, CRRA will issue to the successful bidder a Notice Of Award within ten (10) days after the bid due date.

5. Bid Security.

5.1. Each bid shall be accompanied by one (1) of the following forms of Bid Security: a cashier's check; a certified check; or a bid bond, which Bid Security shall be made payable to CRRA and shall be in an amount equal to ten (10%) percent of the amount bid. Any bid bond submitted as Bid Security shall be in the form provided for such bid bond in the bid package documents and such bid bond shall be executed and issued by a surety company acceptable to CRRA. Any bid that does not contain the above requisite Bid Security or any bid that contains Bid Security that does not comply with the foregoing requirements shall be rejected as non-responsive.

5.2. The Bid Security of the successful bidder will be retained until such bidder has executed the non-negotiable Agreement, furnished the required contract security and satisfied all other conditions of the Notice Of Award, whereupon such Bid Security will be returned. If the successful bidder fails to execute and deliver the Agreement, furnish the required contract security, or satisfy all other conditions of the Notice Of Award within ten (10) days after the issuance of such Notice Of Award, CRRA may annul the Notice Of Award and the Bid Security of that bidder shall be forfeited to CRRA. The Bid Security of other bidders whom CRRA believes to have a reasonable chance of receiving the award may be retained by CRRA until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the sixtieth (60th) day after the bid due date, whereupon the Bid Security furnished by such bidders will be returned. Bid Security with bids, which are not competitive, will be returned within seven (7) days after the opening of such bids.

6. Addenda and Interpretations: CRRA may issue Addenda to this bid package which shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Services. Such Addenda may be issued in response to written requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this bid package shall be in writing and addressed to **Mr. Rich Quelle, Senior Engineer, CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, and shall be submitted no later than noon on October 6, 2006.**

Addenda will be mailed to all persons who have obtained copies of the bid package documents no later than three (3) days before the submittal deadline. Failure of any bidder to receive any such Addenda shall not relieve the bidder from any conditions stipulated in such Addenda. Only questions answered or issues addressed by formal written Addenda will be binding. All oral and other written responses, statements, interpretations or clarifications shall be without legal effect and shall not be binding upon CRRA.

7. Examination of Contract Documents and Site Conditions:

(A) It is the sole responsibility of each bidder before submitting a bid to:

- 1) examine thoroughly the Contract Documents and other related data identified in the bid package documents;
- 2) **visit the Site to become familiar with and satisfy bidder as to the general, local, and Site conditions that may affect cost, progress, performance, furnishing or completion of the Work;**
- 2) consider and review any and all Laws and Regulations that may affect cost, progress, performance, furnishing or completion of the Services;
- 3) study and carefully correlate bidder's knowledge and observations with the Contract Documents and such other related data; and
- 4) promptly notify CRRA of all conflicts, errors, ambiguities or discrepancies which bidder has discovered in the Contract Documents.

- (B) Information and data, if any, shown or indicated in the Contract Documents or other documents with respect to the materials details and layouts of the Site are based upon information and data furnished to CRRA and CRRA does not assume any responsibility for the accuracy or completeness of such information and data. The Contractor is not to rely on any plans or "As Built" given to them by CRRA.
- (C) Submission of a bid will constitute an incontrovertible representation by bidder that: (i) bidder has complied with every requirement of this Section 7; (ii) without exception the bid is premised upon performing and furnishing the Services required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) or performance of the Services that may be shown or indicated or expressly required by the Contract Documents; (iii) 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; and (iv) the Contract Documents are generally sufficient to indicate and convey understanding by bidder of all terms and conditions for performing, furnishing and completing the Services.
8. Bidder's Qualifications: CRRA may conduct any investigation deemed necessary to evaluate any bidder who has submitted a bid for the Work. Each such Bidder shall furnish CRRA with all such information as may be required for this purpose.
9. Security for Faithful Performance: As part of the Agreement to perform the Work, the successful bidder shall provide, within ten (10) days after CRRA issues the Notice Of Award, a performance bond and payment bond, each of which bonds shall be issued by a surety company acceptable to CRRA and in an amount equal to one hundred percent (100%) of the estimated total Contract Price. Such bonds shall be drawn and submitted on the forms attached to the Agreement.
10. Site Conditions: All information and data included in this bid package relating to the existing conditions of the Site are from presently available sources and are being provided only for the information and convenience of the bidders. Each bidder is solely responsible for investigating and satisfying itself as to all actual and existing Site conditions. It is understood and agreed that any successful bidder or Contractor 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 refurbishment or performance of the Work. By submitting a bid for the Work, each bidder expressly waives each and every such claim and demand.
11. Contract Time: The number of days within which the Work is to be completed is set forth in the Agreement.
12. State of Connecticut Taxes: Contractor agrees that, pursuant to Conn. Gen. Stat § 22a-270 (as the same may be amended or superseded 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 Conn. Gen. Stat § 12-412(92) (as the same may be amended or superseded 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 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, RFP or other submittal or proposal to CRRA in connection with this Agreement.

13. Disclosure of Information: Bidders are hereby advised that any information contained in or submitted with or in connection with their respective bids 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.
14. Bid Preparation and Other Costs: Each bidder shall be solely responsible for all costs and expenses, including but not limited to attorneys’ fees, associated with the preparation and/or submission of its bid, or incurred in connection with any 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: (i) any claim(s) for such costs and expenses, and (ii) any such claims or damages.
15. Signing of Agreement: When CRRA issues a Notice Of Award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the non-negotiable Agreement with all other written Contract Documents attached. Within ten (10) days after such issuance, the successful bidder shall: (i) execute the required number of counterparts of the non-negotiable Agreement; (ii) deliver to CRRA such executed counterparts and attached Contract Documents along with the required Bonds and any certificates of insurance required by the Contract Documents, and (iii) satisfy all other conditions of the Notice Of Award. Within eleven (11) days after CRRA's receipt of such counterparts, Contract Documents, Bonds and certificates, 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.

BID/PROPOSAL BOND

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

BIDDER/PROPOSER (Name and Address):

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

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OWNER (Name and Address):

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

DUE DATE:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	

BOND

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

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

BIDDER/PROPOSER

SURETY

--

(SEAL)

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(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

TERMS AND CONDITIONS TO BID/PROPOSAL BOND

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

BID FORM

PROJECT: Refurbishment CV-200 B at the Waste Processing Facility
Waste Processing Facility
Maxim Road, Gate 70
Hartford, Connecticut 06114

CONTRACT NUMBER: 074109

CONTRACT FOR:
Refurbishment CV-200 B at the Waste Processing Facility
Waste Processing Facility

THIS BID SUBMITTED TO:

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

1. DEFINITIONS.

Unless otherwise defined herein, all terms that are not defined and used in this bid shall have the same respective meanings assigned to such terms in the Agreement.

2. TERMS AND CONDITIONS.

The undersigned (the "Bidder") accepts and agrees to all terms and conditions of the Notice To Contractors - Invitation To Bid, the Instructions To Bidders, the Agreement for the Refurbishment of CV-200 B at the Waste Processing Facility and any Addenda to any such documents. This bid shall remain subject to acceptance for sixty (60) days after the bid due date. If CRRA issues the Notice Of Award to Bidder, Bidder shall within ten (10) days after the date thereof: (i) execute the required number of counterparts of the non-negotiable Agreement; (ii) deliver to CRRA such executed counterparts and all other Contract Documents attached to the Notice Of Award along with the Bonds and other documents required by the Contract Documents; and (iii) satisfy all other conditions of the Notice Of Award.

3. BIDDER'S OBLIGATIONS.

Bidder proposes and agrees, if this bid is accepted: (i) to enter into and execute the non-negotiable Agreement included in the Contract Documents; and (ii) to perform, furnish and complete all Work as specified or indicated in the Contract Documents for the bid price and within the Contract Time indicated in this bid and in accordance with the other terms and conditions of the Contract Documents.

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)

- (b) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and existing Site conditions that may affect cost, progress, performance, furnishing and completion of the Work.
- (c) Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, furnishing and completion of the Work.
- (d) Bidder is aware of the general nature of Work to be performed by CRRA and others at the Site that relates to the Work for which this bid is submitted.
- (e) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, plans and specifications identified in the Contract Documents.
- (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, and 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.
- (g) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation (other than CRRA). Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm, corporation or business to refrain from bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder for the Work or over CRRA.

5. **BID PRICE**

Item 1

Bidder will complete the Work as specified in the Contract Documents for the following lump sum bid price without incorporating prefabricated feed and return option:

_____ (Use Words)
\$ _____ (Use Figures)

Bidder shall also provide a breakdown for the above lump sum price as follows:

Mechanical Labor (Total shifts X Total people per shift X Average cost per Person):

(_____ X _____ X _____): _____ (Use Figures)

Miscellaneous Materials: _____ (Use Figures)

Total: _____ (Use Figures)

Item 2

Bidder will complete the Work as specified in the Contract Documents for the following lump sum bid price with incorporating prefabricated feed and return option:

_____ (Use Words)
\$ _____ (Use Figures)

Bidder shall also provide a breakdown for the above lump sum price as follows:

Mechanical Labor (Total shifts X Total people per shift X Average cost per Person):

(_____ X _____ X _____): _____ (Use Figures)

Miscellaneous Materials: _____ (Use Figures)

Total: _____ (Use Figures)

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

Bidder understands that CRRA may request changes, omissions or modifications to the Work, and that appropriate adjustment or adjustments, as the case may be, may be made to the Contract Price in accordance with the terms included in Section 2.07 of the Agreement.

6. TIME OF COMPLETION

Bidder agrees that the Work for the Project shall be completed and ready for CRRA's acceptance within the following time frame after the date when the Contract Time commences to run as provided in the Agreement:

Completion Date: Due to operational constraints of the WPF, the CRRA will give the contractor at least two weeks notice before the onset of the project following the issuance of the Notice To Proceed by CRRA.

Due to the extreme importance of the downtime limitations on this conveyor, work shall be performed in a minimum amount of time. Work shall be performed around the clock [24 hours a day] from the beginning of the project until completion. This project will be completed as per following schedule. The MDC will surrender the conveyors at 9:30 p.m. on Saturday, and will resume custody of full operational conveyors on Tuesday at 7:30 am.

7. ATTACHMENTS

The following documents are attached to and made a part of this bid:

- (a) Required Bid Security in the form of _____.
- (b) Questions Concerning Affirmative Action, Small Business Contractors And Occupational Safety and Health.
- (c) Affidavit of Third Party Fees

8. NOTICES

Communications concerning this bid should be addressed to Bidder at the address set forth below:

9. REFERENCES

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

10. WORK EXPERIENCE

In the space below please summarize work of a similar nature to that specified in the Contract Documents which has been performed by Bidder and which will enable CRRA to evaluate the experience and professional capabilities of Bidder.

11. BID SECURITY AND ADDITIONAL REPRESENTATIONS

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

Bidder hereby represents that: (i) the undersigned is duly authorized to submit this bid on behalf of the Bidder; (ii) the price or prices provided in this bid have been arrived at independently and without collusion, consultation, or communication in any way with any other bidder; (iii) the price or prices provided herein have not been disclosed to any other person, firm, corporation or business; and (iv) no attempt has been made by Bidder to solicit or induce any other person, firm, corporation or business to submit a bid.

12. WAIVER.

Bidder and all its affiliates and subsidiaries understand that by submitting a bid, Bidder is acting solely at its and their own risk and Bidder hereby waives, for itself and all its affiliates, subsidiaries, successors and assigns any rights it and/or any of them may have for any and all damages for any liability, claim, loss or injury resulting from: (i) any action or inaction on the part of CRRA or any of its directors, officers, employees or authorized agents with respect to the evaluation, selection, non-selection and/or rejection of any bid or bids by CRRA or any of its directors, officers, employees or authorized agents; (ii) any agreement entered into for the Work (or any part thereof) described in the Contract Documents; or (iii) or any award or non-award of a contract for the Work.

SUBMITTED ON _____, 2006

Name of Bidder _____

Signature of Bidder _____

Name and Title _____

Address _____

Telephone _____



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

LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
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 issuance of the Request For Bids/Proposals/Qualifications;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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



AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

1. I am over eighteen (18) years of age and believe in the obligations of an oath;
2. _____ (firm name) seeks to enter into the "Agreement" which is the subject of this Request For Bids/Proposals/Qualifications with the Connecticut Resources Recovery Authority; and
3. All third party fees and agreements to pay third party fees attributable to the "Agreement" are as follows:

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

 Notary Public/Commissioner of the Superior Court



**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.

NOTICE OF AWARD

TO:

PROJECT: Refurbishment CV-200 B at the Waste Processing Facility
Waste Processing Facility
Maxim Road, Gate 70
Hartford, Connecticut 06114

CONTRACT NUMBER: 074109

CONTRACT FOR: Refurbishment CV-200 B at the Waste Processing Facility
Waste Processing Facility

The Connecticut Resources Recovery Authority ("CRRA") has considered the bid submitted by you on September __, 2006, for the above-referenced Work, which Work are more particularly described in the Agreement For The Refurbishment CV-200 B at the Waste Processing Facility ("Work"), in response to CRRA's Notice To Contractors - Invitation To Bid and Instructions To Bidders.

You are hereby notified that your bid has been accepted for the Work totaling the amount of \$00.00 (_____ Dollars).

Within ten (10) days from the date of this Notice Of Award you are required by the Instructions To Bidders to: (i) execute the required number of counterparts of the non-negotiable Agreement attached hereto; (ii) deliver to CRRA such executed counterparts and all other attached Contract Documents along with certificates of insurance; and (iii) satisfy all other conditions set forth herein.

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 (i)-(iii) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your bid as abandoned and terminated and the amount of your Bid Security will be forfeited to CRRA. CRRA will also be entitled to exercise and pursue such other rights and/or remedies as may be available or granted at law or in equity.

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

Dated this _____, 2006.

Connecticut Resources Recovery Authority

Sign: _____

By: Rich Quelle, Senior Engineer

It's Duly Authorize

ACCEPTANCE OF NOTICE

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

Sign: _____

By: _____

Title: _____

NOTICE TO PROCEED

TO:

PROJECT: Refurbishment CV-200 B at the Waste Processing Facility
Waste Processing Facility
Maxim Road, Gate 70
Hartford, Connecticut 06114

CONTRACT NUMBER: 074109

CONTRACT FOR:

Refurbishment CV-200 B at the Waste Processing Facility
Waste Processing Facility

You are hereby notified to commence the Work in accordance with the Agreement, dated _____, 2006, and that the Contract Time under the Agreement will commence to run on _____, 2006. By this date, you are to start performing the Work required by the Contract Documents. Pursuant to the Agreement the date for starting and completing all of the Work and having such Work ready for CRRA's acceptance is as follows:

Completion Date: _____, 2006.

You are required to acknowledge your receipt of this Notice To Proceed by signing below and returning such receipted Notice To Proceed to CRRA.

CONNECTICUT RESOURCES RECOVERY AUTHORITY

Date: _____, 2006

Sign:

By: Rich Quelle

Title: Senior Engineer

Its Duly Authorized

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 2006.

Sign: _____

By: _____

Title: _____

**AGREEMENT FOR THE REFURBISHMENT OF CV-200B AT THE WASTE
PROCESSING FACILITY**

This Agreement For The REFURBISHMENT OF CV-200 B AT THE WASTE PROCESSING FACILITY (the "Agreement") is made and entered into as of this _____ day of October, 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, and having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 (hereinafter "CRRA" or "Owner") and _____, a _____ corporation, having its principal offices at _____ (hereinafter "Contractor").

PRELIMINARY STATEMENT

The Connecticut Resources Recovery Authority ("CRRA") owns a certain parcel of real property located at Maxim Road, Gate 70 in Hartford, Connecticut (the "Property") upon which property operates a Waste Processing Facility ("WPF"). The contracted operator of the WPF is the Metropolitan District Commission ("MDC"). CRRA now desires to enter into this Agreement with Contractor to have Contractor perform a Refurbishment CV-200 B at the Waste Processing Facility (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.

**ARTICLE 1
DEFINITIONS**

Section 1.01 - Specific Terms. 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 - written or graphic documents issued prior to the bid due date which clarify, correct or change any or all of the Contract Documents.
- (b) Acceptance Date - the date on which CRRA determines that the Work (as defined herein) has been completed by Contractor in accordance with the Contract Documents.
- (c) Bid Security - the security required by Section 5 of the Instructions To Bidders, and submitted with each bid.

- (d) Contract Documents - this Agreement (including all exhibits attached hereto), Notice To Contractors - Invitation To Bid, Instructions To Bidders, Addenda, Contractor's bid (including the Bid Security and all other documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award, Notice Of Award, the Notice To Proceed (as defined herein), the Bonds (as defined herein), the Plans (as defined herein), any written amendments to any of the Contract Documents and any changes issued pursuant to Section 2.07 hereof.
- (e) Contract Time - the number of days or the date, as set forth in Exhibit C of this Agreement, to perform and complete the Work and have such Work ready for CRRA's acceptance.
- (f) Contractor's Engineer – shall mean any engineering firm selected by Contractor to act as its representative in various matters concerning the Project.
- (g) Effective Date - the date set forth above in this Agreement.
- (h) Engineer - shall mean any engineering firm selected by CRRA to act as its representative in various matters concerning the Project.
- (i) Laws and Regulations - 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.
- (j) Notice Of Award - 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.
- (k) Owner's Designee or Owner's Representative - shall mean Engineer.
- (l) Project – shall mean all the Work associated with this Agreement.
- (m) Site - those areas of the Property upon which the Work is to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

ARTICLE 2

SCOPE OF WORK

- **Section 2.01 – Contractor's Responsibilities.** Contractor shall: (i) install the following new CV-200B parts: new feed, return, push down and impact rails, for the full length on both sides of the conveyor, install new tail and head assemblies which consist of conveyor chain sprockets, bearings, driven and floating sprockets along with new head and tail shafts, install all

new steel conveyor pans, conveyor chain, and conveyor wheels (Blocks) all in accordance with and as required by the Contract Documents, including but not limited to the plans set forth in Exhibit A attached hereto and made a part hereof (the "Plans" or "Contract Drawings"), the general requirements set forth in Exhibit B attached hereto and made a part hereof (the "General Requirements") Option to Contractor: If deemed less labor intensive or time saving, the CRRA can provide prefabricated feed and return rails in their complete existing assemblies. Instead of the contractor having to remove and reinstall the existing feed and return wear rails off its supporting box tubes, the complete box tube (feed assembly: 8"x4"x1/4" with 1½"x2" wear plate and return assembly: 6"x4"x1/4" with 1½"x2" wear plate) and rail assembly can be replaced as one piece with prefabricated sections. Refer to Exhibit A- Rexnord drawing number: G26837-3-2 for details. Bid form should be filled out completely so CRRA can evaluate cost savings if contractor chooses option.; (ii) furnish all labor, materials, supplies, tools, incidentals and miscellaneous materials and other facilities and necessary appurtenances or property for or incidental to the Project and the performance and completion of the Work (as hereinafter defined); and (iii) restore any part of the Property, the improvements thereon, or the Work (as hereinafter defined) that require restoration pursuant to the terms and conditions in subsections (ii) and (iii) of Section 4.04 hereof (hereinafter collectively referred to as the "Work").

Section 2.03 - Performance and Completion of Work. All Work shall be performed and completed by Contractor in a good workmanlike manner consistent and in accordance with: (i) any and all instructions, guidance and directions provided by CRRA; (ii) the Contract Documents; (iii) sound construction and installation practices; (iv) the highest industry standards applicable to Contractor and its performance of the Work hereunder; (v) the schedule for the Work set forth in Exhibit C attached hereto and made a part hereof; and (vi) all Laws and Regulations (hereinafter collectively referred to as the "Standards"); (vii) after the installation is complete, the conveyor shall be run continuously under observation by the contractor for a 2 hour period in the unloaded condition and another 8 hours in the loaded condition. CRRA and/or MDC staff may waive this stipulation if satisfied with the operation of the equipment. Standby manpower shall be readily available by the Contractor to make repairs and/or adjustments if needed. This testing shall be completed prior to official turnover to the MDC to insure the proper function of this unit. Any adjustments shall be made at this time. The amperage to the drive motor will be checked before and after the completion of the work by the MDC technicians as to insure that the conveyor is not dragging and operating within acceptable ranges. The technician will work with the Contractor adjusting the drive appropriately; (viii) after all run conditions are met, the Contractor will ensure that all guards, sidewalls, and structural members, bracing etc. are installed to a pre-construction condition. All lift hooks, guide plates and additional items added to aid in the installation must be removed and ground smooth; (ix) one week after the unit has been in operation, the Contractor will return to the site during non-processing hours. At this time, the Contractor will review all bolt connections for tightness, all welds, alignment of unit, any splices made, and the overall condition of the equipment. Any items found not to be acceptable will be repaired at this time, or can be scheduled for repair through the MDC at no extra cost to the MDC. The Contractor will meet with the CRRA after the final review of the work and verify that there are no problems or concerns with the equipment at this time and that all of the work is completed to the satisfaction of the MDC.

Section 2.04 - 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.

Section 2.05 - Direction of Work. CRRA and/or the MDC (WPF Operator) 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 4.03 hereof.

Section 2.06 - CRRA's Inspection Rights. Contractor's performance of the Work hereunder as well as Contractor's work products resulting from such performance are subject to inspection by CRRA. Inspections may be conducted at any time by CRRA. In the event of an inspection, Contractor shall provide to CRRA any documents or other materials that may be necessary in order for CRRA to conduct the inspection. If after any such inspection CRRA is unsatisfied with Contractor's performance of the Work hereunder or any of the work products resulting therefrom, Contractor shall, at the direction of CRRA, render such performance or work products satisfactory to CRRA at no additional cost or expense to CRRA and without any extension of or addition to any Contract Time for the remaining Work. For purpose of this Section 2.06, CRRA shall mean CRRA and/or its authorized agents, including but not limited to Engineer.

Section 2.07 - Access. CRRA hereby grants to Contractor, during the WPF's normal hours of operation and non-processing hours, access to only those areas of the Property necessary for Contractor to perform the Work hereunder, provided that: (i) Contractor shall not interfere with any other operations or activities being conducted on the Property by either CRRA or any other person or entity; (ii) Contractor directly coordinates with CRRA on such access and Contractor's storage of any equipment or materials on the Property; and (iii) 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.

Section 2.08 - 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 2.01 hereof, then pursuant to CRRA's request Contractor shall promptly commence and perform the work required for such revisions, modifications or changes, which work shall be performed in accordance with the Standards unless otherwise specifically agreed to in writing by CRRA and Contractor. If any adjustment(s) to the Contract Price and/or the Contract Time 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) provided that the schedule of values (including the unit prices set forth therein) approved by CRRA for the Project, to the extent applicable, shall be used to determine the appropriate increase or decrease in the quantity or cost of the materials or Work necessitated by such revisions, modifications or changes. Contractor shall promptly commence and perform any work required by such revisions, modifications or changes even if CRRA and Contractor cannot agree on the amount of such adjustment(s). If Contractor determines that a change in scope is necessary to complete the Work, Contractor shall notify CRRA in writing within three (3) business days.

ARTICLE 3
COMPENSATION AND PAYMENT

Section 3.01 - Compensation. The total amount of compensation to be paid to Contractor by CRRA for the Work hereunder shall not exceed \$ _____ (_____ and 00/100 Dollars - the "Contract Price"), which Contract Price shall be payable as set forth in Section 3.02 below. Contractor acknowledges and agrees that the Contract Price constitutes the full compensation to Contractor for the Work to be performed by Contractor hereunder and includes all expenses and costs to be incurred by Contractor in performing such Work.

Section 3.02 - Payment Procedure. Contractor represents that the price set forth in Section 3.01 of this agreement (the "Contract Price") constitutes the full compensation to Contractor for the Work to be performed by Contractor under this Agreement and includes all expenses and costs to be incurred by Contractor in performing such Work. The Contract Price shall be payable as follows, 100% of base bid due upon Contractor completing the Work and subject to the form of this subsection 3.02. Contractor shall submit an invoice to CRRA upon Contractor's completion of the Work. If CRRA determines in its sole and absolute discretion that the Work for which Contractor is requesting payment has been properly performed and completed in accordance with the Standards, Contractor is not in default hereunder, and CRRA does not dispute the amount requested on such invoice, then CRRA shall pay Contractor the amounts requested as follows within thirty (30) days after CRRA's receipt of such invoice.

Section 3.03 - 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. Contractor shall maintain its foregoing books and records for three years after the acceptance date.

ARTICLE 4
TERM OF AGREEMENT

Section 4.01 - Term. The term of this Agreement shall commence upon the Effective Date and shall terminate, unless otherwise terminated or extended in accordance with the terms and provisions hereof, on the first anniversary of the Acceptance Date.

Section 4.02 - 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 CRRA's issuance to Contractor of a notice to proceed with the Work (the "Notice To Proceed"), which Notice To Proceed shall be issued after the parties hereto receive all of the local, state and federal permits required for the Work hereunder, Contractor shall immediately commence performance of the Work and continue to perform the same during the term of this Agreement in accordance with the schedule set forth in attached **Exhibit C** in order to complete all of the Work and have such Work ready for CRRA's acceptance following the issuance of such Notice To Proceed (the "Completion Date"). CRRA and Contractor recognize

the difficulties involved in proving actual damages and losses suffered by CRRA if the Work is not completed and ready for CRRA's acceptance by the Completion Date. Accordingly, instead of requiring any such proof, CRRA and Contractor agree that as liquidated damages for any such delay in completion or readiness for acceptance (but not as a penalty) Contractor shall pay CRRA five hundred and 00/100 (\$500.00) dollars for each calendar day beyond the Completion Date that Contractor fails to complete all of the Work or have the same ready for CRRA's acceptance until all such Work is completed by Contractor and readied by Contractor for acceptance by CRRA. **The parties further agree that liquidated damages in this Section 4.02 are reasonable and have been agreed upon and intended by the parties because the damages expected under this Section are uncertain and difficult to prove.**

Section 4.03 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, any of the improvements located or to be located thereon, or any of the Work that requires restoration pursuant to the terms and conditions of Section 4.04 hereof. Upon termination of this Agreement pursuant to this Section 4.03, (a) CRRA shall pay Contractor for all Work performed and completed by Contractor prior to the termination date, provided: (i) such Work has been performed and completed by Contractor in conformance with the Standards, (ii) payment for such Work has not been previously made or is not disputed by CRRA, (iii) Contractor is not in default hereunder and (iv) Contractor has performed and completed all its obligations under this Section 4.03 and Section 4.04 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.

Section 4.04 - Restoration. Unless otherwise directed in writing by CRRA, Contractor shall: (i) restore any part of the Property or any of the improvements located or to be located thereon, other than those areas of the Property or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage; and (ii) restore or repair any completed Work so disturbed or damaged to the condition required by the Contract Documents for acceptance of such Work by CRRA.

ARTICLE 5

INDEMNIFICATION

Section 5.01. - Contractor's Indemnity. Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents (including but not limited to MDC) 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, (including but not limited to MDC) 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 5.01 shall survive the termination or expiration of this Agreement.

Section 5.02 - Workmanship and Materials Warranty; Other Warranties and Guarantees.

For a period of one (1) year following the Acceptance Date (the "Warranty Period"), Contractor warrants the Work, workmanship, equipment or materials, furnished under this Agreement for the Project against defects. If during or at the end of the Warranty Period CRRA determines that any of such Work, workmanship, equipment or materials is or has become defective, Contractor shall, at its own cost and expense, promptly repair or replace such defective Work, equipment or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such Work, workmanship, equipment or materials required under this Section 5.02 must be approved by CRRA before Contractor may commence performance of such Work repairs or replacements, and all such repairs or replacements shall be performed by Contractor in accordance with all applicable Standards. In connection therewith Contractor shall obtain all warranties and guarantees for all material and equipment furnished hereunder by Contractor that are assignable to CRRA. Contractor shall assign such warranties and guarantees to CRRA upon the Acceptance Date. Contractor's obligations under this Section 5.02 shall survive the termination or expiration of this Agreement.

ARTICLE 6
INSURANCE

Section 6.01 - Required Insurance. Contractor shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following insurance, including any required endorsements thereto and amendments thereof:

- (a) Commercial general liability insurance alone or in combination with commercial umbrella insurance with a limit of not less than three million (\$3,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract);
- (b) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than one million (\$1,000,000.00) dollars each accident;

- (c) Workers' compensation with statutory limits and employers' liability limits of not less than five hundred thousand (\$500,000.00) dollars for each accident for bodily injury by accident or five hundred thousand (\$500,000.00) dollars for each employee for bodily injury by disease.

Section 6.02 - 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 6.01 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.03 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 6.01 above, a certificate or certificates containing the information required by Section 6.03 below and certifying that such insurance has been renewed and remains in full force and effect.

Section 6.03 - Specific Requirements. All policies for each insurance required hereunder shall: (i) name CRRA as an additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance; (ii) include a standard severability of interest clause; (iii) 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; (iv) contain a waiver of subrogation holding CRRA free and harmless from all subrogation rights of the insurer; and (v) 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.

Section 6.04 - 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.

Section 6.05 - 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.

Section 6.06 - No Limitation on Liability. No provision of this Article 6 shall be construed or deemed to limit Contractor's obligations under this Agreement to pay damages or other costs and expenses.

Section 6.07 - Other Conditions. CRRA shall not, because of accepting, rejecting, approving, or receiving any certificate of insurance required hereunder, incur any liability for: (i) the existence, non-existence, form or legal sufficiency of the insurance described on such certificate, (ii) the solvency of any insurer, or (iii) the payment of losses.

ARTICLE 7

MISCELLANEOUS

Section 7.01 - Non-Discrimination. Contractor agrees to the following; (1) Contractor agrees and warrants that in the performance of the Work for CRRA Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, 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, 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; (2) 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"); (3) 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; (4) 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 (5) 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.

Section 7.02 - 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.

Section 7.03 - 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.

Section 7.04 - 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.

Section 7.05 - 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.

Section 7.06 - 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.

Section 7.07 - 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.

Section 7.08 - 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.

Section 7.09 - 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 sub contracts 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.

Section 7.10- 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.

Section 7.11 - Mechanic's Liens. Contractor shall claim no interest in the Property or any equipment, fixtures or improvements located or to be located thereon, including but not limited to the WPF or any part thereof. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any subcontractor or material men of Contractor commences any Work hereunder, Contractor shall deliver to CRRA an original waiver of mechanic's liens properly executed by such subcontractor or materialmen. 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.

Section 7.12 - Bonds. Within ten (10) days after CRRA issues the Notice Of Award, Contractor shall furnish CRRA with performance and payment bonds each in the full amount of \$ _____ .00 (_____ and 00/100 Dollars (the "Bonds")). The Bonds shall be in and drawn on the forms set forth in Exhibits E and F attached hereto and made a part hereof, and such Bonds shall be issued and executed by a surety company or surety companies acceptable to CRRA. If the surety on any of the Bonds furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the above requirements, Contractor shall immediately substitute another bond and surety, subject to the requirements set forth in this Section 7.11.

Section 7.13 - 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 7.12 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.

Section 7.14 - State of Connecticut Taxes: Contractor agrees that, pursuant to Conn. Gen. Stat § 22a-270 (as the same may be amended or superseded 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 Conn. Gen. Stat § 12-412(92) (as the same may be amended or superseded 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 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, RFP or other submittal or proposal to CRRA in connection with this Agreement.

Section 7.15 - 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.

Section 7.16 - Site Conditions. All information and data shown or indicated in the Contract Documents with respect to the existing CV-200B or other conditions at or contiguous to the Work 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 Work conditions, including but not limited to the existing CV-200B and its layout. 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 at or contiguous to the Work and all other conditions or factors which may affect cost, progress, performance, furnishing or completion of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction or performance of the Work to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for Contractor to conclusively determine, and Contractor has so determined, that the Work can be performed, furnished and completed in accordance with the Contract Time, the Contract Price and the other terms and conditions of the Contract Documents. In the event that the information or data shown or indicated in the Contract Documents with respect to the existing MCAPS or other conditions at or contiguous to the Work differs from conditions encountered by Contractor during performance of the Work, there shall be no increase in the Contract Price and/or no extension of the Contract Time as a result of such differing conditions, unless CRRA, in its sole and absolute discretion, agrees in writing to such increase and/or extension.

Section 7.17 - 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 06103-1722
Attention: President

With a copy to:

Connecticut Resources Recovery Authority
100 Constitution Plaza – 6th Floor
Hartford, Connecticut 06103-1722
Attention: Rich Quelle

(b) If to CONTRACTOR:

Attention: _____

Section 7.18 - Prevailing Wages. Contractor hereby represents that the Contractors Wage Certification Form, as executed by Contractor and attached hereto as **Exhibit G** and made a part hereof, has been submitted to the State of Connecticut's Department of Labor. Contractor shall pay wages on an hourly basis to any mechanic, laborer or workman employed upon the Work herein and the amount of payment or contribution paid or payable on behalf of each such employee to an employee welfare fund, as defined in Section 31-53(h) of the Connecticut General Statutes, at rates equal to the rates customary or prevailing for the same work in the same trade or occupation in the town in which the Work is being conducted, which rates are more specifically set forth in **Exhibit H** attached hereto and made a part hereof. If Contractor is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund, Contractor shall pay to each employee as part of his or her wages the amount of payment or contribution for his or her classification on each pay day. Contractor shall keep, maintain and preserve records relating to the wages and hours worked by each employee and a schedule of the occupation or work classification at which each mechanic, laborer or workman on the Project is employed during each work day and week in such manner and form as the labor commissioner establishes to assure the proper payments due to such employees or employee welfare funds under Sections 31-53 and 31-54 of the Connecticut General Statutes. Pursuant to Section 31-53(f) of the Connecticut General Statutes Contractor shall complete and submit to CRRA on a weekly basis during the term of this Agreement and any extension thereof the payroll certification forms set forth in **Exhibit I** attached hereto and made a part hereof. Contractor hereby represents and covenants that it is not now, and has not been for at least three (3) years previous to the Effective Date, listed by the labor commissioner as a person who has violated laws and regulations relating to prevailing wages.

Section 7.19 - 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.

Section 7.20 - 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.

Section 7.21 - Usage. 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. The words "herein", "hereof" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection unless the particular Article, Section, or) subsection is specifically referenced.

Section 7.22 - Captions. 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/or provisions of this Agreement.

Section 7.23 - Counterparts. This Agreement may be executed in any number of counterparts by the parties hereto. Each such counterpart so executed shall be deemed to be an original and all such executed counterparts shall constitute but one and the same instrument.

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By _____
Mr. Thomas Kirk,
Its President, (Duly authorized)

Contractor _____

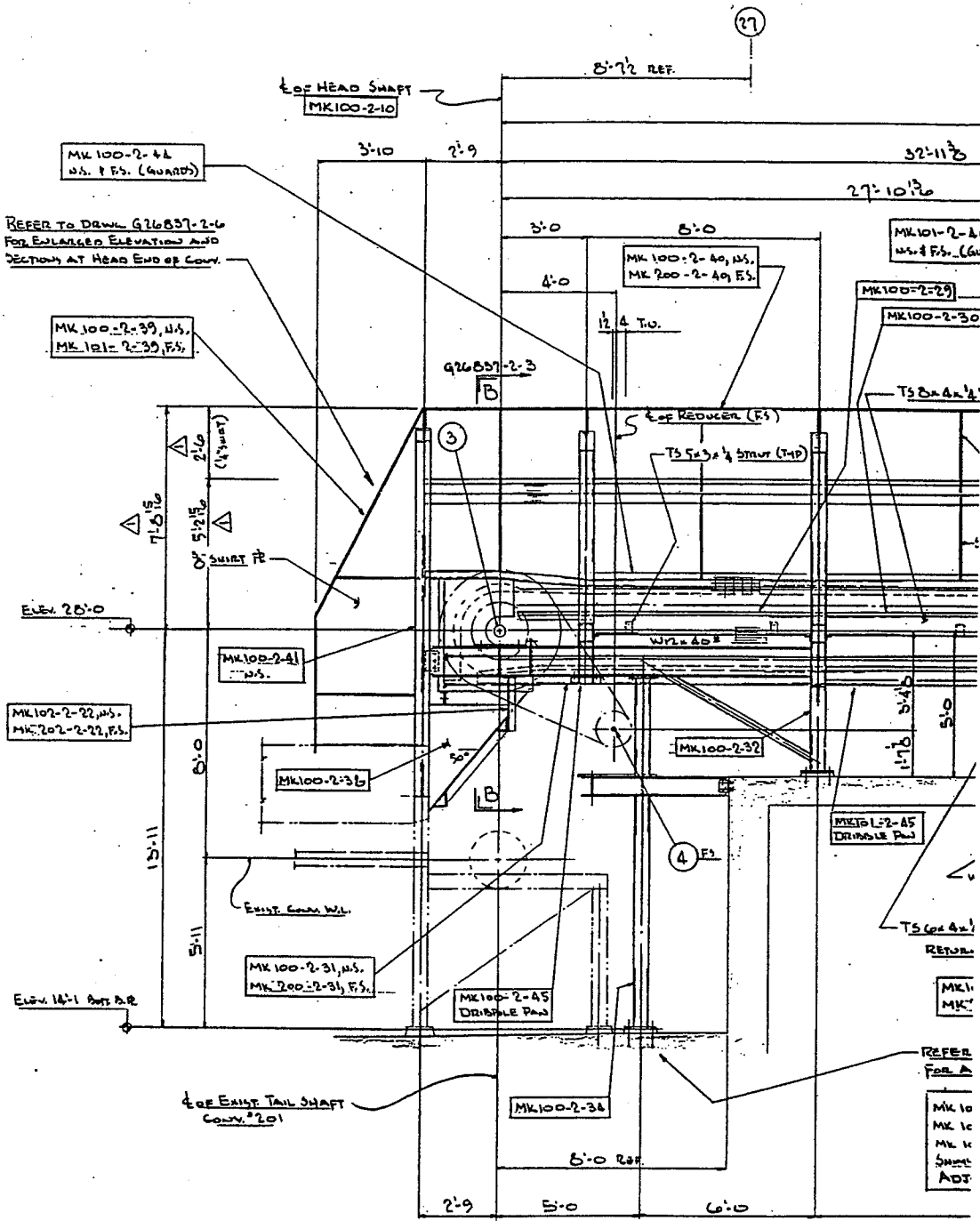
By _____
Its _____, (Duly authorized)

EXHIBIT A

DRAWINGS

The following drawings are hereby incorporated by reference and made a part of this Agreement as if such plans had been attached in their entirety to this Agreement:

The above work is more particularly shown on drawings entitled: “ Rexnord Inc., Conveying Equipment Division, Milwaukee, Drawing Numbers G26837-2-1, G26837-2-10, G26837-2-19 and G26837-3-2. ”



REFER TO DRAW. G26897-2-6 FOR ENLARGED ELEVATION AND SECTION AT HEAD END OF CONV.

FIELD ERECTOR NOTE
FINAL CONVEYOR ALIGNMENT MUST BE DONE IN FIELD BY ERECTOR.

CONVEYOR SPECIFICATIONS	
ONE 72" WIDE C261A-M1A STYLE "A" INCLINED FEED APRON CONVEYOR - CUST. UNIT # 200B	
CAPACITY	100 TPH (NORMAL) 150 TPH (DESIGN)
TO HANDLE	MUNICIPAL SOLID WASTE @ 10 TO 15 %/4"
SPEED	15 TO 45 FPM
POWER	20 HP @ 1200 RPM TEFC MOTOR
FURNISHED BY KENNEDY	

SIDE ELEVATION OF 72"

WORK THIS DRAWING

NO.	REVISION	DATE	APPROVED BY (DATE)

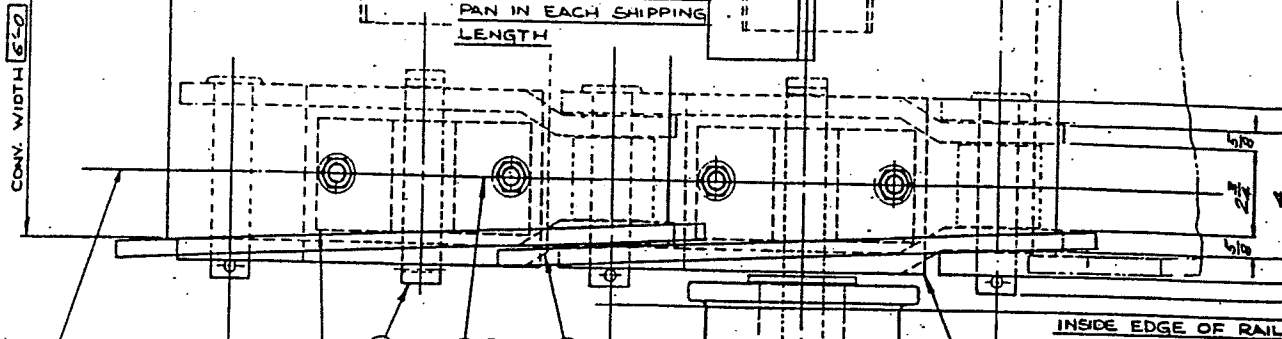
3 DIM. 8-15-91

DISTRIBUTION OF DRAWING

61-2-LEB29

DIRECTION OF TRAVEL

STENCIL ARROW ON ONE PAN IN EACH SHIPPING LENGTH

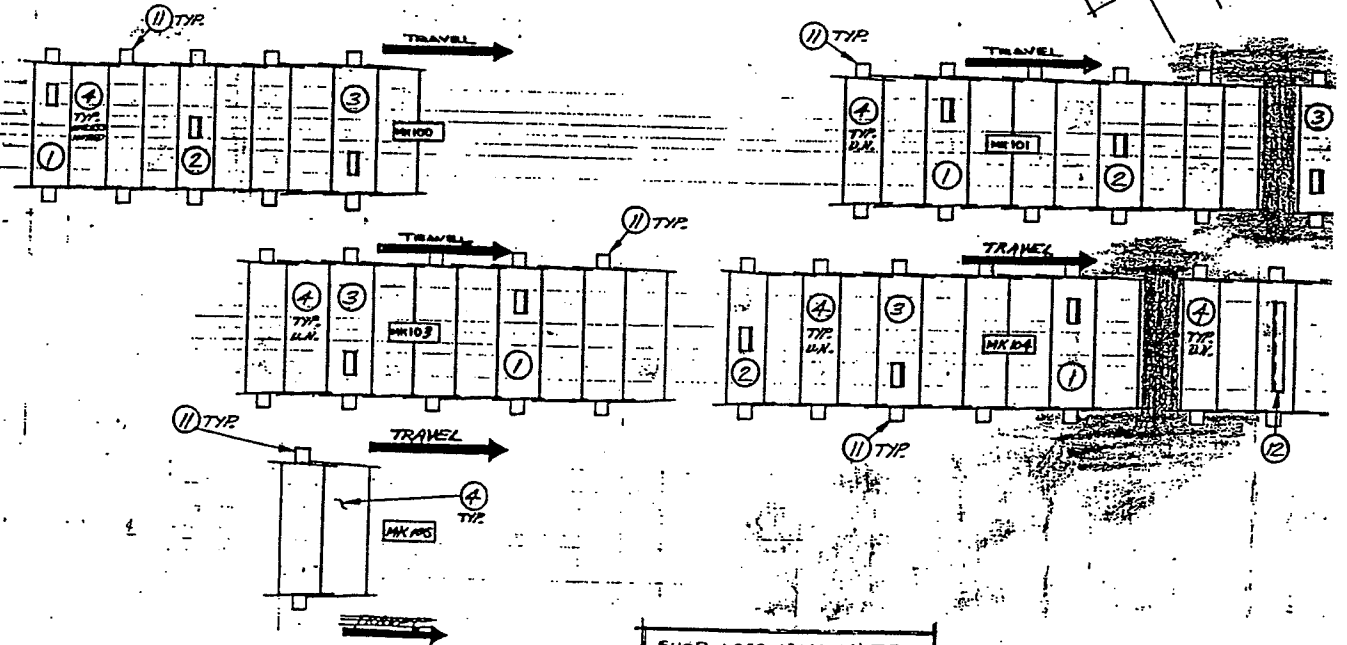
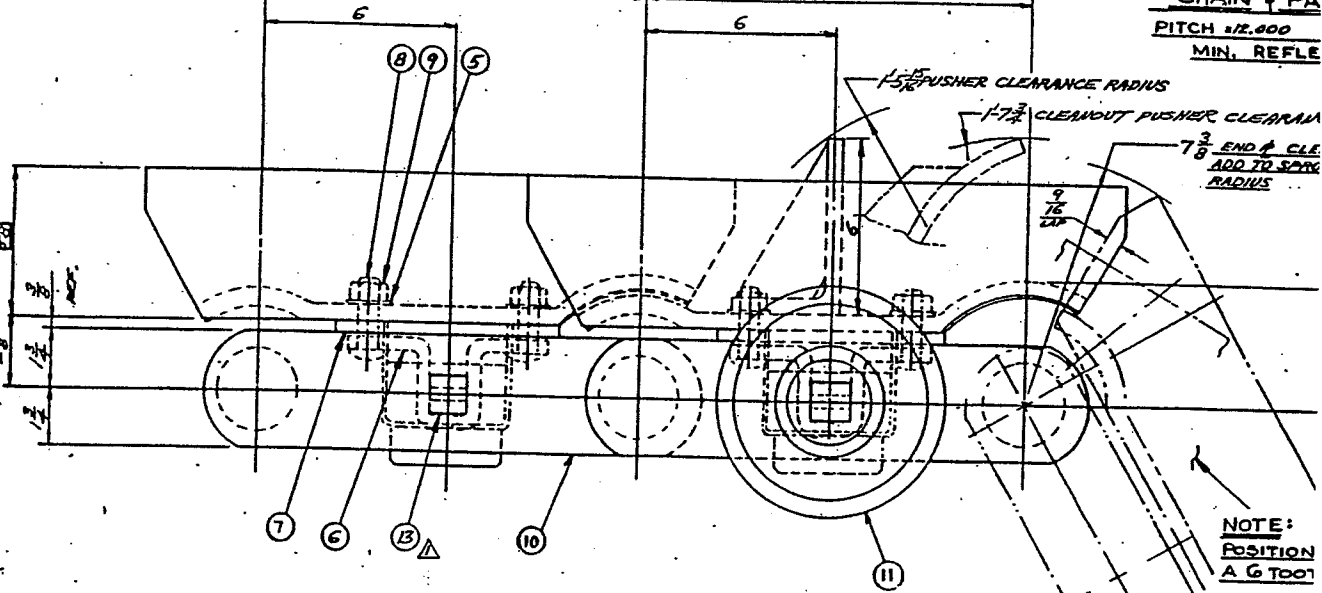


NOTE:
TORQUE ITEM 9
IN ACCORDANCE WITH DATA SHEET
#135-00027

OUT BOARD
CHAIN & PA
PITCH 12.000
MIN. REFLE

12.000 CHAIN PITCH

12.000 CHAIN PITCH



SHOP ASSEMBLY NOTE:
EACH MK. NO. IS TO BE CLEARLY PAINTED ON EACH SECTION PRIOR TO SHIPPING. NOTE DIRECTION OF TRAVEL

ERECTOR NOTE:
CORRECTIONS OF IN ABLE AMOUNT OF CONSIDERED A PAN WHICH PREVENTS A OP BRIFT PINE CUT REPORTED AND AP CHANGE IS TO BE I PROCEEDING FAILURE TO COMPLY OF ALL OPERATION BILITY.

SEPA 6-1291

OVERALL HNS 6'-2 1/2"
 C/C CHAIN 5'-7 3/8"
 3 3/8"
 7 1/8"
 6'-0" OVERALL

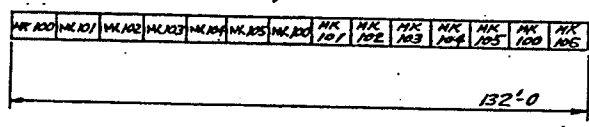
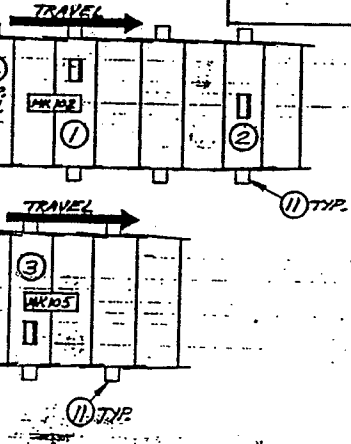
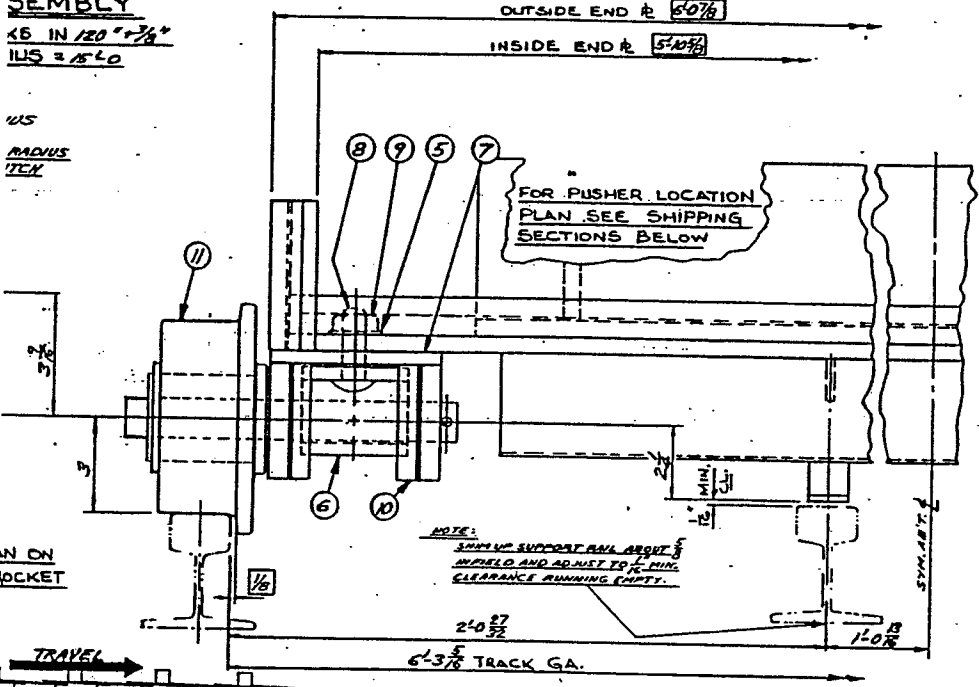
MK NO	A	B	C	D	E	F	G	H	J	WT. PER MK NO
100	3	1	7	40	20	10	1	1	0	2,670
101	2	1	8	40	20	10	1	0	0	2,651
102	2	1	7	40	20	10	1	1	0	2,670
103	2	1	8	40	20	10	0	1	0	2,651
104	2	1	7	40	20	10	1	1	0	2,670
105	2	0	8	40	20	10	0	1	1	2,696
106	1	0	2	8	4	2	0	0	0	523
107	1	0	2	8	4	2	0	0	0	523
108	1	0	2	8	4	2	0	0	0	523
109	1	0	2	8	4	2	0	0	0	523

SHW NOTE:
 6 DIA. STYLE 2 ROLLERS EVERY OTHER PITCH

LIST OF COMPONENTS		SEE FILE	G26837-2-19
REF. SYMBOL	QUANTITY	PART NUMBER	PART NAME OR DIMENSIONAL ONE AND DESCRIPTION
	2		
NOTE: REFERENCE SYMBOLS, WHERE SHOWN, ARE TO ASSIST IN LOCATING COMPONENTS IN DIFFERENT VIEWS OF THIS DRAWING ONLY. ALL LENGTHS ARE FINAL LENGTHS UNLESS SPECIFIED AS SHOWN ("DIM")			
MATERIAL FOR ONE MK NO (SEE TABLE)			
1	"B"	535-60776-80	3/8" STYLE "A" PAN W/ PUSHER
2	"G"	535-60776-81	3/8" STYLE "A" PAN W/ PUSHER
3	"H"	535-60776-82	3/8" STYLE "A" PAN W/ PUSHER
4	"C"	535-60776-87	3/8" STYLE "A" PAN W/ PUSHER
5	"D"	335-00075-03	3/4" LD. W/ 3 O.D. 1 1/2" THICK ASTM A305 HEAVY DUTY PUSHER
6	"E"	135-00284-01	TRI-LOK SADDLE
7	"E"	135-00283-01	3/4" SPACER
8	"D"	335-00075-08	3/4" UNCL. 2X2 FLG. CARRIAGE BOLT GRADE 5
9	"D"	335-00074-03	3/4" UNCL. 2B HEX LOCKMUT GRADE 5
10	8 STRANDS		6 FTCHES IN EACH STRAND OF EQUALLY MATCHED RIGHT AND LEFT HAND STRANDS OF R26A-MM 6MM
11	"F"	735-00007-80	6 DIA. STYLE 2 ROLLER STUBSHAFT ASSY
12	"J"	535-60843-80	PAN W/ CLEANOUT PUSHER
13	"F"	735-00003-80	STUBSHAFT ASSY.

ROLLER ASSEMBLY
 16 IN 120° ± 30"
 IUS = 15° L0

US
 RADIUS
 1/8"



NOTE: QUANTITIES OF MARK NUMBERS SHOWN IN LIST OF COMPONENTS ARE FOR ONE CONVEYOR ONLY

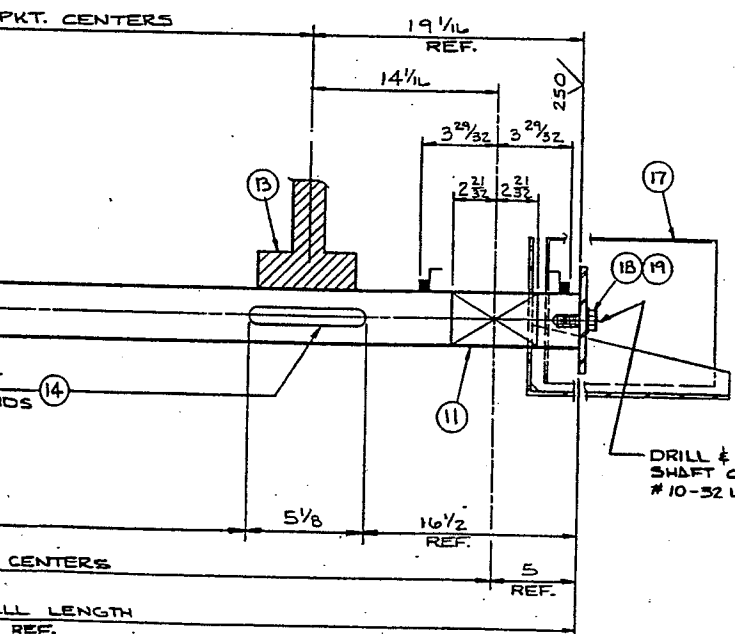
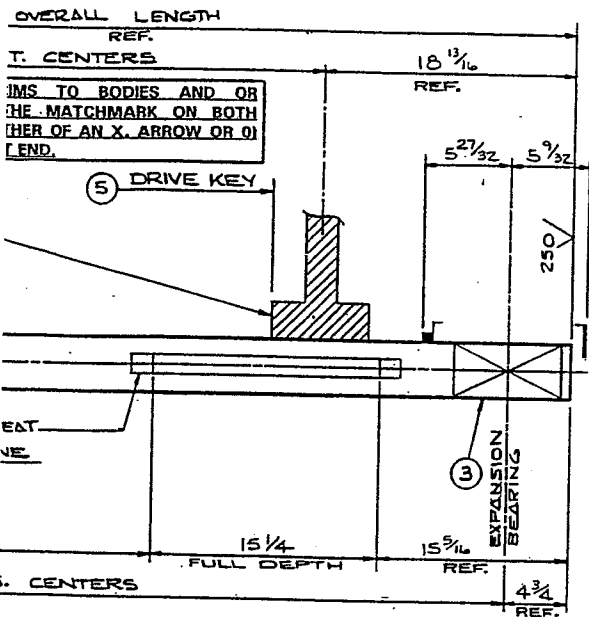
FIELD ASSEMBLY KEY

IT IS ESSENTIAL FOR MAXIMUM PUSHER EFFICIENCY THAT EACH CHAIN AND PAN ASSEMBLY BE INSTALLED IN THE ORDER AS SHOWN ABOVE.

NOTE: CUSTOMER'S UNIT NO 200B

M.F. DWG. NO G26837-3-19

AND A REASON TO BELIEVE ARE ON. ANY ERROR MODERATE USE ELONG IS TO BE CORRECTION OR WRITING BEFORE VS REXNORD INC. STAFF RESPONSIBLE	DATE: 3-12-91 DESIGNED BY: P.T. CHECKED BY: P.T.	SUBMITTED BY: ABB RESOURCE RECOVERY SYSTEMS INSTALLED AT: MID-CONNECTICUT WASTE-TO-ENERGY FACILITY, HARTFORD, CT SCALE: NONE DATE: 3-12-91	CONFIDENTIAL - ALL RIGHTS RESERVED Rexnord Inc. CONVEYING EQUIPMENT DIVISION MILWAUKEE, WISCONSIN 53201
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LIST OF COMPONENTS		TOTAL WEIGHT	DRAWING NO.			
TITLE 4 15/16 DIA. HEADSHAFT 3 7/16 DIA. TAILSHAFT		UNIT 2	REV. G26837-2-10			
NOTE: REFERENCE SYMBOLS, WHERE SHOWN, ARE TO ASSIST IN LOCATING COMPONENTS IN DIFFERENT VIEWS OF THIS DRAWING ONLY. ALL LENGTHS ARE FINAL LENGTHS UNLESS SPECIFIED AS ROUGH (RGT)		PARTS OR ORDER NO. G26837				
REFERENCE DRAWING NO.						
REF. SYMBL	QUANTITY	PART NUMBER	PART NAME OR MATERIAL SIZE AND DESCRIPTION	MATERIAL SPEC. (MATERIAL, QTY, UNIT)	LENGTH	WEIGHT
MAT'L REQ'D FOR ONE MK 100 SEE L/M						
1	1		4 15/16 DIA. SHAFT CFS	4-19	9 9/2	
2-2	2	AMP-5415-F	4 9/16 DIA. HEAVY DUTY PILLW BLOCK W/AUX. SEALS FIXED			
2-3	3	BMP5-5415-F	4 15/16 DIA. HEAVY DUTY PILLW BLOCK W/AUX. SEALS EXP			
2-13	4	PAIR 635-20470-82	#2614-6T-24.00 P.D. GAPPED TOOTH SEG. RIM SPKT W/ SOLID FAB. STL. BODY, HUB 7 1/4 DIA. 6 LG. CTRL BORE 4 15/16 DIA. W/ 1/4 X 5/8 TAPERED KEYWAY			
5	2		1 1/4 X 1 1/4 X 7 1/4 LG. GIB HEAD TAPERED KEY			
2-8	6	240C54H	#240-54T-51:39 P.D. FAB. STEEL SPKT. W/HARD TEETH. HUB 10 DIA. X 6 3/4 LG. CTRL. BORE 4 15/16 DIA. W/ 1/4 X 5/8 TAPERED KEYWAY			
7	1		1 1/4 X 1 1/4 X 8 LG. GIB HEAD TAPERED KEY			

MAT'L REQ'D FOR ONE MK 101		DRAWING NO.
		G26837-2-10
SEE L/M		
10	1	3 7/16 DIA. SHAFT CFS 4-19 8 8
2-6	11	ANHT-10-5307-12 3 7/16 DIA. HEAVY DUTY TAKE-UP ASS'Y 12 TRAVEL, SPRING LOADED W/ BELLEVILLE WASHERS, AND AUXILIARY SEALS.
2-7	12	BMHT-10-5307-12 3 7/16 DIA. HEAVY DUTY TAKE-UP ASS'Y 12 TRAVEL, SPRING LOADED W/ BELLEVILLE WASHERS, AND AUXILIARY SEALS.
2-4	13	635-20471-80 #2614-6T-24.00 P.D. FAB. STL GAPPED TOOTH SEG. RIM SPKT. W/HARDENED TEETH, HUB 6 DIA. X 4 1/4 LG. CTRL. BORE 3 7/16 DIA. W/ 7/8 X 7/16 S.K.W. 2-SET SCREWS, 1-OVERKEY, 1@ 90° 7/8 X 7/8 X 4 1/4 STRAIGHT KEY 4-21
2-5	15	635-20472-80 #2614-6T-24.00 P.D. FAB. STL GAPPED TOOTHED SEG. RIM SPKT W/HARDENED TEETH, HUB 6 DIA. X 4 1/4 LG. CTRL. BORE 3 7/16 DIA. BRONZE BUSHED
16	2	135-20147-05 3 7/16 DIA. FAB STEEL SET COLLAR
17	1	G26837-7-12-100 MOTION SWITCH SUPPORT BRACKET
18	1	1/4 DIA. LOCKWASHER
19	1	#10-32 UNF-2A X 1 LG. HEX HD MACH SCR

NOTE: SPOT DRILL SHAFT 1/8 INCH DEEP BENEATH SET SCREWS BEFORE TIGHTENING. SELECT DRILL SIZE AS FOLLOWS:

SET SCREW	DRILL SIZE	SET SCREW	DRILL SIZE
3/8	1/4	7/8	5/8
1/2	5/16	1	1 1/16
5/8	7/16	1-1/4	7/8
3/4	1/2	1-1/2	1

200 B

ERECTOR NOTE:
Corrections of minor mistakes and a reasonable amount of cutting and reaming are considered a part of erection. Any error which prevents assembly by moderate use of drill pins, cutting and welding is to be reported and approval of correction or change is to be received in writing before proceeding. Failure to comply will relieve Rexnord Inc. of all operational and monetary responsibility.

SAFETY CONSIDERATIONS:
Safety features included within the scope of equipment supply are shown on contract drawings. Complete conformance with all applicable safety codes is the responsibility of the owner.
Codes which are commonly applicable to safety related considerations for this equipment include, but are not limited to, ASME B15.1, ASME B20.1, OSHA, and MSHA.

DRAWN BY MICHAEL F.	DATE 4-29-91	CUSTOMER ABB RESOURCE RECOVERY SYSTEMS
CHECKED BY G.G.	DATE 5/1/91	INSTALLATION MID-CONNECTICUT EXPANSION, HARTFORD, CT
APPROVED BY	DATE	ENGINEER
APPROVED BY	DATE	CUSTOMER ORDER NO.
SCALE NONE	TITLE 4 15/16 DIA. HEADSHAFT	ESTIMATE NO. 1507-RZ
		GENERAL DRAWING NO. -2-1
		UNIT 7

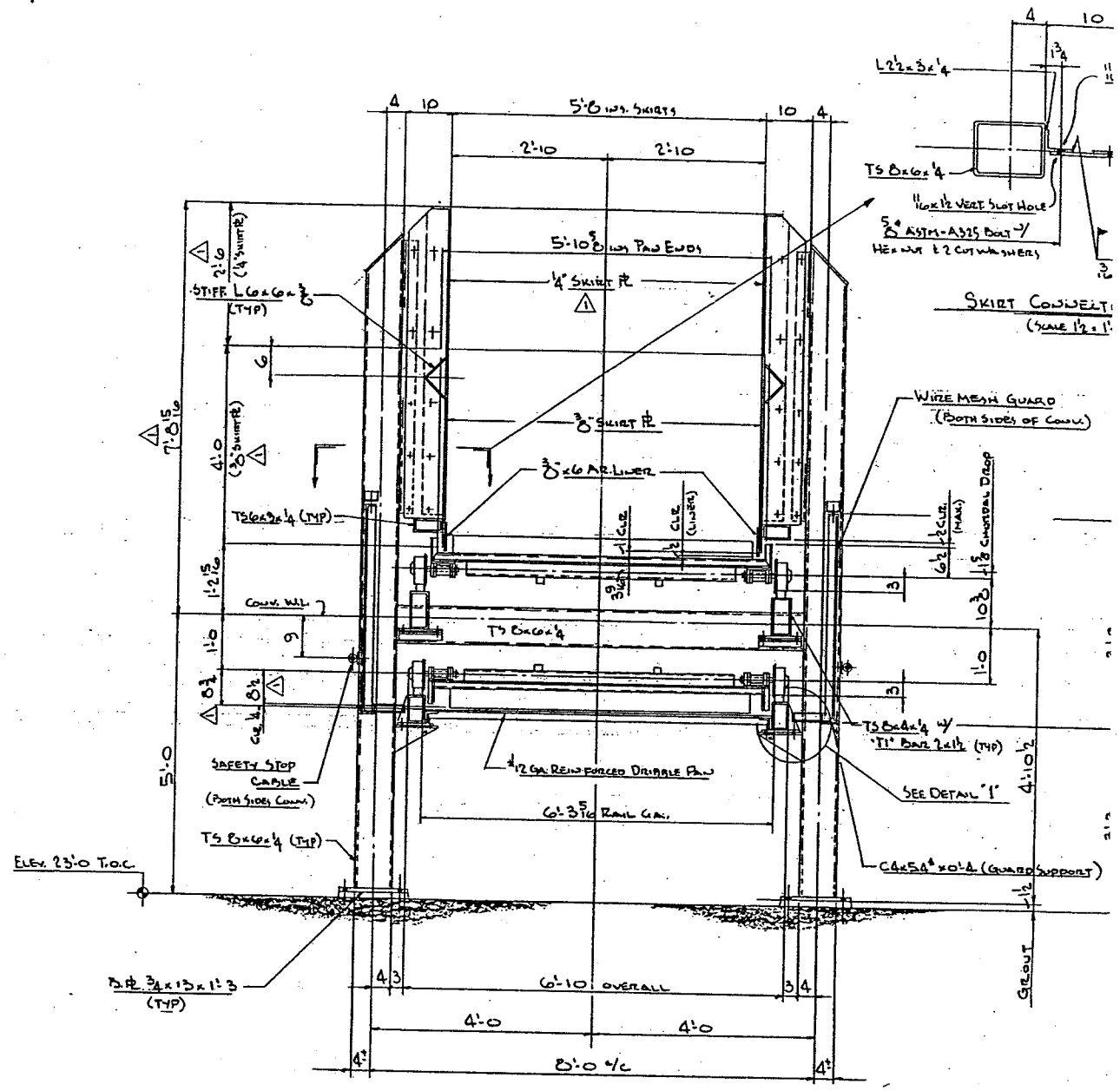
Rexnord
Rexnord Corporation
Conveying Equipment Operation
Milwaukee, WI 53201

CONFIDENTIAL - ALL RIGHTS RESERVED

CERTIFICATION:
DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

DRAWING NO. G26837-2-10

2-5-5975



TYPICAL SECTION 'A-A'

WORK THIS DRAWG. WITH

PART SPECIFICATION	
MATERIAL SPECIFICATION NO.	
PROCESS SPECIFICATION NO.	
DISTRIBUTION OF TRACK	
ORIGINAL	DATE
REVISION	NO.
REVISION	BY/DATE
REVISION	OR E.C.

10-4531 81827
 LOCATION OF CHANGES

EXHIBIT B

GENERAL REQUIREMENTS

Section

Title

01010

Summary of Work

EXHIBIT-B
SUMMARY OF WORK

Part 1 GENERAL REQUIREMENTS

1.1 SECTION INCLUDES

- A. Project Description
- B. Work covered by Contract Documents
- C. Work Site Location
- D. Contractor use of site and premises
- E. Work Sequence
- F. Owner Occupancy

1.2 PROJECT DESCRIPTION

A. Connecticut Resources Recovery Authority (CRRA), of Hartford, Connecticut is issuing a contract for the refurbishment of steel pan conveyor CV-200B located at the Waste Processing Facility at 300 Maxim Road, Hartford, Connecticut (the "Facility"). The work includes the removal of all existing CV-200B parts and then the installation of all new exact replacement components.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Furnish all labor and equipment for the following:
 - Removal of all the old CV-200B (a 72" wide, style "A" chain and pan assembly) parts, cut to size and disposed of in a steel dumpster.
 - Installation of the following new CV-200B parts: new feed, return, push down and impact rails, for the full length on both sides of the conveyor.
 - Option to Contractor: If deemed less labor intensive or time saving, the CRRA can provide prefabricated feed and return rails in their complete existing assemblies. Instead of the contractor having to remove and reinstall the existing feed and return wear rails off its supporting box tubes, the complete box tube (feed assembly: 8"x4"x1/4" with 1½"x2" wear plate and return assembly: 6"x4"x1/4" with 1½"x2" wear plate) and rail assembly can be replaced as one piece with prefabricated sections. Refer to Exhibit A-Rexnord drawing number: G26837-3-2 for details. Bid form should be filled out completely so CRRA can evaluate cost savings if contractor chooses option.
 - Install new tail and head assemblies which consist of conveyor chain sprockets, bearings, driven and floating sprockets along with new head and tail shafts.
 - Installation of all new steel conveyor pans, conveyor chain, and conveyor wheels (Blocks), belonging to conveyor CV-200B.
 - The contractor shall furnish all necessary equipment, tools, labor and supervision to perform the replacement.
 - Refurbishing activities will take place around the clock over a weekend.

- Refurbishing activities shall be coordinated with Owner (“CRRA”) and Operator (“MDC-Metropolitan District Commission”) as needed.
- Clean-up, disposal of waste and debris, and restoration of work site to satisfaction of Owner and Engineer.
- All other related work required to complete the Project.

1.4 WORK SITE LOCATION

- A. Connecticut Resources Recovery Authority
Waste Processing Facility
300 Maxim Road
Hartford, Connecticut

1.5 CONTRACTOR USE OF WORK SITE AND PREMISES

- A. Limit use of work site and premises to allow Owner occupancy and to maintain facilities operations.

1.6 OWNER OCCUPANCY

- A. The Metropolitan District Commission (MDC) “Operator”, will occupy the site and premises during the entire period of construction.
- B. Cooperate with Operator to minimize conflict, and to facilitate Operator's operations. The contractor shall ensure that all of his action(s) do not, in any manner, unnecessarily delay and/or impede the day to day operations of this facility.
- C. Schedule the Work to accommodate this requirement. This may require off-hour and weekend work.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

EXHIBIT C

TECHNICAL SPECIFICATIONS

Section

Title

1.0	Introduction
2.0	Operating Requirements
3.0	General Requirements
4.0	Final Operation and Maintenance Manual

EXHIBIT C

TECHNICAL SPECIFICATIONS

1.0. Introduction

1.1 Purpose

The purpose of these Technical Specifications is to identify design, construction and testing criteria that are not subject to change by the Contractor without the written approval of CRRA, in accordance with the Agreement.

The Contractor shall be responsible for designing and constructing the refabrication of CV-200B at the WPF in accordance with all applicable codes, standards, regulations, and applicable laws, including:

- American Iron and Steel Institute (AISI)
- American National Standards Institute (ANSI)
- American Society for Testing and Materials (ASTM)
- American Society of Mechanical Engineers (ASME)
- American Welding Society (AWS)
- Anti-Friction Bearing Manufacturers Association (AFBMA)
- City of Hartford Codes and Regulations
- National Fire Protection Association (NFPA)
- Occupational Safety and Health Administration (OSHA)
- Underwriters Laboratories (UL)
- All other applicable codes and regulations.

The highest, most recent version of each code/regulation shall apply unless otherwise noted. In the event any provision of a local or state code, regulation or requirement, including, but not limited to, the code or regulation edition number, is in indirect conflict with a national code, the higher, more stringent standard shall be complied with, unless otherwise a requirement of local and state codes.

1.2 The Refurbishment CV-200 B at the Waste Processing Facility

The Contractor shall be responsible for all aspects of the construction, start-up and shakedown including necessary system adjustment before, during, and after testing of the Refurbishment CV-200 B at the Waste Processing Facility.

2.0 Operating Requirements

Contractor shall perform refurbishment that is appropriate so that CV-200B is determined to meet the following Standard Conditions.

Standard Conditions:

Standard Conditions means simultaneously complying with each of the following operating conditions and/or requirements:

1. The amperage to the drive motor will be checked before and after the completion of the work by the District technicians as to insure that the conveyor is not dragging and operating within acceptable ranges.
2. One week after the unit has been in operation, the Contractor will return to the site during non-processing hours. At this time, the Contractor will review all bolt connections for tightness, all welds, alignment of unit, any splices made, and the overall condition of the equipment. Any items found not to be acceptable will be repaired at this time.

3.0 General Requirements

3.1 Method of Replacement

The method of replacement shall be decided by the Contractor. The Contractor shall supply all tools and rigging equipment. Although there is 1 grapple on site in the location of conveyor CV-202, this piece of equipment will not be available to the Contractor. The Contractor shall review the proposed replacement method with the CRRA and MDC and shall receive approval from both for his method prior to working on the conveyor. If the Contractor needs any conduits and/or fire piping removed to do the work, Contractor must specifically request this of the CRRA and /or MDC five (5) days prior to commencement of the work. If during the replacement an unforeseen problem occurs, or the job cannot be finished within the allocated time, the CRRA and /or MDC shall be notified immediately by the Contractor.

Prior to starting work, the Contractor shall verify all dimensions and tie-in locations to existing site conditions and openings. All replacement parts to be used will be reviewed by the Contractor and he shall verify that all components are correct. All new replacement parts will be stored in the yard of the WPF and it shall be the responsibility of the Contractor to move the material to the work area. Any discrepancies in the drawings shall be reported to the CRRA and /or MDC Engineers prior to replacement of equipment.

Before disassembly of the conveyor by the Contractor, the MDC's personnel will mark with paint any pans to be saved. The head shaft and tail shaft and all of its components will be recovered in its present condition. Any pans not marked may be destroyed if necessary to aid in removal. All parts once removed will be taken to the North yard of the WPF for storage and/or disposal.

3.2 Quality Assurance

All structural welding shall be done in accordance with ASW code d1.1 of the American Welding Society.

All welding shall be done by ASW certified welders who have submitted current certification papers to the CRRA and /or MDC for review, upon award of this Agreement.

The CRRA and /or MDC has the right to request the Contractor to have all welded joints tested by an independent testing laboratory to insure the integrity of the welds. Testing and inspection shall be performed by a firm selected and paid for by the

Contractor. The testing lab selected shall be approved by the CRRA and /or MDC Project Engineers. The welds are to be wire brushed, and thoroughly clean as to make a final inspection. Inspection of the welds shall be done with magnifiers under strong adequate light as to check for surface cracking porosity, slag inclusions; excessive roughness; unfilled craters; gas pockets; undercuts; overlaps size insufficient throat and cavity. The independent testing lab shall record all findings and submit these tests to the CRRA and /or MDC for review. Any welds that are found to be unacceptable to the code requirements will be rewelded and retested until they are found to be acceptable.

All steel erection done shall meet or exceed "Specification for Design, Fabrication and erection of Structural Steel Buildings " of the American Institution of Steel Construction, 1991 (or latest) edition. (See 00700.001) Minimum size of fillet welds shall be 3/16".

3.3 Material Requirements

All steel used in the fabrication shall meet the requirements of ASTM A-36 steel unless otherwise noted. Structural bolts shall be ASTM A-325. Attachment bolts shall be grade 8 or higher.

3.4 Construction Quality Control

The Contractor shall monitor the quality of incoming materials, employee workmanship, workmanship of subcontractors, and Site conditions to produce work of specified quality. The Contractor shall comply with all material equipment manufacturers' and suppliers' instructions. The Contractor shall complete all work in accordance with specified and applicable standards (see Section 1.1). The Contractor shall insure that only individuals qualified to complete each assigned task perform all work. The Contractor shall be responsible for implementing quality control measures and/or testing procedures consistent with good engineering practice and industry standards. Any work or products that are found by the Contractor, the CRRA, or their consulting engineer to be deficient shall be immediately corrected.

3.5 Pre-construction conference

Prior to the start of construction, a pre-construction conference will be held with the representatives of the contractor, and the CRRA and MDC. During this meeting, scheduling, method of replacement, on site storage areas, and safety procedures at the plant will be discussed. A date for the pre-construction conference will be decided after award of the agreement. Daily construction meetings will be held with the staff of the MDC, CRRA and the contractor at 8:00AM in the conference room of the WPF's Administration building.

3.6 Construction Facilities

The Contractor shall be responsible for providing temporary construction facilities at the Site including office trailer(s) and utility service. The Contractor shall furnish temporary chemical, self-contained toilet facilities for the Contractor's employees and subcontractors. The temporary toilet(s) shall be key-locked when no work is in progress. The toilet(s) shall be kept in sanitary condition at all times.

3.7 Staging/Laydown Area

An on-Site storage/laydown area shall be provided by the CRRA at the Site. The Contractor shall be responsible for preparing the designated area with a surface suitable for materials storage, minimizing dust, and preventing accumulation of standing water. The CRRA shall not be liable for the damage to, or theft of, any items stored at the Site. The Contractor shall arrange for the indoor/warehouse storage of any materials, if required.

All Contractor employee and subcontractors' personnel vehicles shall be parked in the main parking lot of the PBF, only necessary contractor and subcontractors' work vehicles shall be parked in the vicinity of the work area.

3.8 Health And Safety Plan (HASP)

Additionally, all Contractor employees and subcontractors shall be required to comply with the Metropolitan District Commission's Facility Health and Safety Program. MDC is the WPF contract operator. The following bullets identify the majority of the MDC's HASP requirements while working at the WPF: (i) In order to protect the safety and health of the contractors employees under this contract, the contractor will comply with all pertinent provisions of the department of labor, occupational safety and health administration (OSHA), chapter XVII parts 1910 and parts 1926 and the latest revisions and amendments. MDC maintenance supervisor will hold a safety meeting with all contractor personnel prior to initiating any work; **(ii) the contractor shall abide by the plant lock out / tag out program which forbids, at any time, performing any type of work for any period of time by any one, before implementing lockout / tag out procedures and formally surrendering the equipment to the contractor.** Each person shall apply his own lock to the equipment that has been de-energized and locked by the MDC staff to perform the work under this contract. These locks shall be easily identified as the contractor's lockout locks; **(iii) cutting and welding inside the plant will only be permitted when the contractor has the approval of the MDC. A hot work permit will be issued and signed by both the contractor and the MDC shift supervisor.** In any case, the Contractor shall provide a person assigned solely to fire watch when welding or torching takes place in the plant. The Contractor will be required to provide a tightly sealed firebreak between the work area and other conveyors. The Contractor shall also be responsible to protect any equipment that may be potentially damaged by cutting and welding sparks (i.e. motors, rubber belting etc.). The Contractor must be extremely careful when performing welding works near running conveyors due to a significant fire hazard; **(iv) the Contractor shall provide for his employee or his sub contract all the fall protection required material such as harnesses. The Contractor shall abide by fall protection procedure at any time performing any type of work that requires such protection by OSHA;** **(v) safety protective personal wear, such as safety eyewear, hard hats, steel toe shoes must be worn all the time when working in the plant;** (vi) the Contractor shall be responsible for the safety, efficiency and adequacy of his appliances and methods. Any and all damage, which may result from the failure or improper construction, maintenance or operation, shall be repaired or replaced at the Contractor's expense. Damage shall include personnel injuries and costs associated with limiting production; (vii) the Contractor shall be responsible for the acts and omissions of his agents, employees and his subcontractors and their agents and employees. The Contractor shall hold the MDC and the CRRA

harmless and defend the MDC and owner against damages or claims for damages arising out of injuries to others or property of others, which, result from, said acts or omissions. A brochure titled Information for Contractors Working on Site will be provided by the MDC, and should be thoroughly reviewed by the Contractor; (viii) the Contractor will be responsible for meeting with the MDC and verifying all restricted areas by reviewing drawing #MGI13098-A3. While the Contractor is working on Site, these restricted areas **must not** be entered during processing as operations can create potentially explosive environments. If a Contractor does enter these areas, processing will be immediately shut down. Any extensive down time caused by the Contractor will result in back charges; (ix) if at any time, in the sole judgment of the MDC and/or CRRA, the Work is not safe in regard to persons on or about the Work, the MDC and/or CRRA shall have the right to order such safeguards to be erected. The MDC and/or CRRA shall not be responsible for the safety of any employees or subcontractors at the WPF. The Contractor has the sole responsibility for the safety of its employees and following the operation and safety procedures of the WPF. If under such circumstances, the Contractor does not or can not immediately put the work and the safeguards into proper and approved conditions, the MDC and/or CRRA may put the work into such condition that it shall be, in the MDC and/or CRRA opinion's, safe in all respects. The Contractor shall pay all costs and expenses incurred by the MDC and/or CRRA in so doing. Such action of the MDC and/or CRRA or failure of the MDC and/or CRRA to take such action, shall in no way diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards or damages resulting from the insufficiency of the safety precautions taken by him or by the engineer acting under authority of this subsection; (ix) hard hats steel toed shoes, pants, shirts and safety glasses must be worn while working on site at all times. The Contractor and any of it's employees and/or subcontractors Shall only enter the Work area by the path designated on drawing MGI13098-A3 during processing hours; (x) the MDC holds the right to dismiss any of the workers of the Contractor or subcontractor working at the Site with proper justification. This would be at the discretion of the MDC and/or CRRA; (xi) Operating and Safety procedures for the WPF will be reviewed with the Contractor prior to work being performed at the WPF.

EXHIBIT D

PROJECT SCHEDULE

Completion Date: Due to the extreme importance of the downtime limitations on this conveyor, work shall be performed in a minimum amount of time. Work shall be performed around the clock [24 hours a day] from the beginning of the project until completion. This project will be completed as per following schedule. The MDC will surrender the conveyors at 9:30 p.m. on a Saturday, and will resume custody of full operational conveyors on a Tuesday at 7:30 am. At CRRA's sole discretion, CRRA may grant an extension of time if the Contractor was delayed by reasons clearly beyond its control, and the contractor has taken every reasonable step to minimize such delay and has, immediately after the event causing such delay, given notice verbally to be followed with a written document of the delay, its causes and the extension claims to CRRA. The Contractor may, if approved by the CRRA Senior engineer, set up the work time in preparation of the project prior to the start date, (this may include partial disassembly of the conveying equipment). The CRRA and MDC will determine the start and finish date of the project. The CRRA will state the start date of the project once award of the Contract is completed. Due to operation constraints of the WPF, the CRRA will give the contractor at least two weeks notice before the onset of the project. Contractor shall commence performance of the Work upon CRRA's issuance to Contractor of the Notice To Proceed pursuant to Section 4.02 of the Agreement.

Exhibit E

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

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

AGREEMENT

DATE:	
AGREEMENT NUMBER:	
AMOUNT:	
PROJECT DESCRIPTION <small>(Including Name and Location):</small>	

BOND

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

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

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

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

TERMS AND CONDITIONS TO PERFORMANCE BOND

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

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

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

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

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

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

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

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

--	--

OWNER (Name and Address):

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

AGREEMENT

DATE:	
AGREEMENT NUMBER:	
AMOUNT:	
PROJECT DESCRIPTION (Including Name and Location):	

BOND

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

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

CONTRACTOR AS PRINCIPAL

SURETY

--

(SEAL)

--

(SEAL)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

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

TERMS AND CONDITIONS TO CONSTRUCTION PAYMENT BOND

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

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

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

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

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

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number


Street and City

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

Signed

Subscribed and sworn to before me this _____ day of _____, 2006.

Notary Public

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

Date issued: September 21, 2006

Exhibit H

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

Minimum Rates and Classifications
for Building Construction
B 8740

Connecticut Department of Labor Wage and Workplace Standards Division

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

An Act Concerning Reporting Requirements on Prevailing Wage Projects
Referred to as the "PERSONS" Act - see last page for more information

Project Number: CV-200B

Project Town: **Hartford**

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings.	30.21	17.10
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Hazardous Material Handler: Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.	20.50	10.30
2) Boilermaker	30.15	8.71 + 32%
3a) Bricklayer, Cement Mason, Cement Finishers, Plasterers, Stone Masons	29.10	15.35 + a

As of: 9/21/2006

B 8740

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

3b) Tile Layers 26.55 14.10

3c) Terrazzo Workers, Marble Setters 27.65 13.95

3d) Tile, Marble & Terrazzo Finishers 21.65 12.34

-----LABORERS-----

4) Group 1: Laborers, carpenter tenders, wrecking laborers, fire watchers. 22.50 12.20

4a) Group 2: Mortar mixers, plaster tenders, power buggy operators, powdermen, fireproofer/mixer/nozzleman. 22.75 12.20

4b) Group 3: Jackhammer operators, mason tenders. 23.00 12.20

4c) **Group 4: Pipelayers ~ [If using this classification call the Labor Department for clarification] 23.35 12.20

4d) Group 5: Air track operators, Sand blasters. 23.25 12.20

4e) Group 6: Nuclear toxic waste removers, blasters. 25.50 12.20

As of: 9/21/2006

B 8740

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

4f) Group 7: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.	23.50	12.20
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	23.00	12.20
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	22.50	12.20
5) Carpenter, Acoustical Tile Worker, Concrete Form-Wood Builder, Floor Covering (Including Drywall Hanging), Modular-Furniture Systems Installers.	26.15	14.86
5a) Millwrights	26.90	14.86
6) Electrical Worker, Cable Splicer (electric) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	32.00	17.38
7a) Elevator Constructor (Trade License required: R-1,2,5,6)	38.295	13.265+a+b
8) Glazier (Trade License required: FG-1,2)	29.38	12.35 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	30.05	20.18 + a

----OPERATORS----

As of: 9/21/2006

B 8740

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over.	31.63	14.50 + a
Group 2: Cranes (100 ton rated capacity & over), backhoe over 2 cubic yards, piledriver (\$3.00 premium when operator controls hammer).	31.33	14.50 + a
Group 3: Backhoe, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist, pull or drag material regardless of motive power of operation); rubber tire backhoe	30.62	14.50 + a
Group 4: Trenching machines; lighter derrick; CMI Machine or similar; Koehring Loader (skoooper).	30.24	14.50 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete pumps; drills with self contained power units; Boring machine; Post hole digger; Auger; Pounder; Well Digger	29.68	14.50 + a
Group 5 continued: Milling machine (over 24" Mandrell); Side Boom; Combination hoe and loader; Directional driller; Grader.	29.68	14.50 + a
Group 6: Front end loader (3 up to 7 cubic yards); Bulldozer.	29.39	14.50 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	29.06	14.50 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	28.68	14.50 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	28.27	14.50 + a

As of: 9/21/2006

B 8740

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	27.71	14.50 + a
<hr/>		
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	26.31	14.50 + a
<hr/>		
Group 12: Wellpoint operator.	26.24	14.50 + a
<hr/>		
Group 13: Compressor battery operator.	25.69	14.50 + a
<hr/>		
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	24.59	14.50 + a
<hr/>		
Group 15: Generator operator, compressor operator, pump operator, welding machine operator.	24.21	14.50 + a
<hr/>		
Group 16: Maintenance engineer.	23.58	14.50 + a
<hr/>		
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator	25.82	14.50 + a
<hr/>		
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper	25.40	14.50 + a

-----PAINTERS (Including Drywall Finishing)-----

As of: 9/21/2006

B 8740

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

10a) Brush, Roller	25.02	11.60
10b) Tapers and Drywall Finishers	25.77	11.60
10c) Paperhanger	25.52	11.60
10d) Red Label	25.52	11.60
10e) Blast and Spray	28.02	11.60
10f) Tanks, Tower, Swingstage	27.02	11.60
11) Plumber 1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	(Trade License required: P- 31.77	18.26
12) Post Digger, Well Digger, Pile Testing Machine	25.25	9.05 + a
13) Roofer (composition)	27.30	12.40
14) Roofer (slate & tile)	27.80	12.40

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	28.70	22.09
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16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	(Trade 31.77	18.26
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-----TRUCK DRIVERS-----

17a) 2 Axle	24.78	10.9225 + a
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17b) 3 Axle, 2 Axle Ready Mix	24.88	10.9225 + a
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17c) 3 Axle Ready Mix	24.93	10.9225 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	24.98	10.9225 + a
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17e) 4 Axle Ready Mix, Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	25.03	10.9225 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	25.23	10.9225 + a
--	-------	-------------

18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	33.95	13.45 + a
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As of: 9/21/2006

B 8740

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.50 per hour for power equipment operators and \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$1.50 per hour over classified rate.*

- Crane with 150 ft. boom (including jib) - \$.75 extra.
- Crane with 200 ft. boom (including jib) - \$1.25 extra.
- Crane with 250 ft. boom (including jib) - \$2.50 extra.
- Crane with 300 ft. boom (including jib) - \$3.50 extra.
- Crane with 400 ft. boom (including jib) - \$4.00 extra.
- Crane with 500 ft. boom (including jib) - \$5.00 extra.

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

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

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

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*
- The annual adjustments will be posted on the Department of Labor's Web page: www.ctdol.state.ct.us.*
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*
- All subsequent annual adjustments will be posted on our Web Site for contractor access.*

As of: 9/21/2006

B 8740

Project: Refurbishment Of Steel PAN Conveyor At The Waste Processing Facility

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

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

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

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

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

As of: September 21, 2006

**CONNECTICUT DEPARTMENT OF LABOR
Wage and Workplace Standards Division**

FOOTNOTES

⇒ Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Plasters, Stone Masons
(Building Construction)
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employees may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Bricklayer (Residential- Fairfield County)

- a. Paid Holiday: If an employee works on Christmas Eve until noon he shall be paid for 8 hours.

Electricians

Fairfield County: West of the Five Mile River in Norwalk

- a. \$2.00 per hour not to exceed \$14.00 per day.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Footnotes

As of: September 21, 2006

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

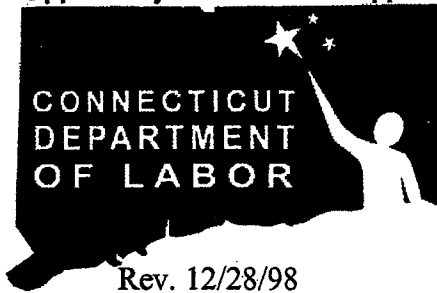
- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 days service and works the last scheduled day before and the first scheduled day after the holiday.

Opportunity * Guidance * Support



Wage And Workplace Standards Division

Wage Payment
(860) 263-6790
Minimum Wage/Overtime
(860) 263-6790
Website
www.ct.gov/dol

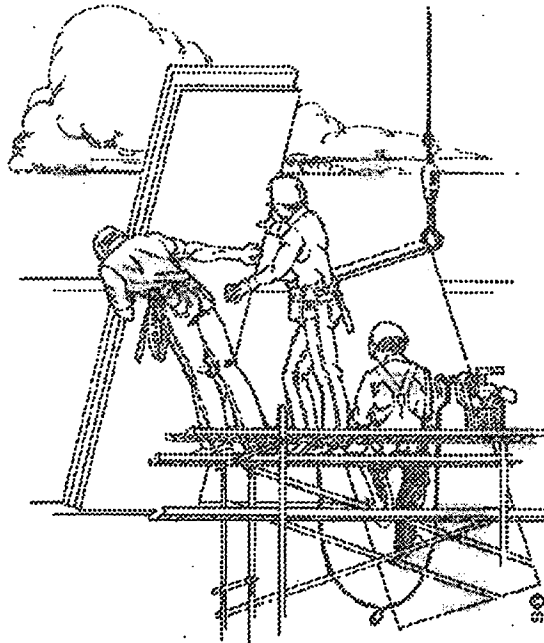
Workplace Standards
(860) 263-6791
Public Contract Compliance
(860) 263-6790
Fax
(860) 263-6541

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Informational Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

✓Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

Asbestos Insulator:

- ▶ Handle, install, apply, fabricate, distribute, prepare, alter, repair, or dismantle heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

Carpenter:

- ▶ Assembly and installation of modular furniture/furniture systems.
- ▶ Applies fire stopping materials on fire resistive joint systems only.
- ▶ Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings.
- ▶ Installation of curtain/window walls only where attached to wood or metal studs.

Cleaning Laborer:

- ▶ The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

Delivery Personnel:

- ▶ If delivery is to one common point and stockpiled there, prevailing wage rates are not required. If delivery personnel are involved in the distribution of the material around the work site they must be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, plumber, etc.

Electrician:

- ▶ Installation or maintenance of telecommunication, LAN wiring or computer equipment.
- ▶ Low voltage wiring.

Fork Lift Operator:


- ▶ Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- ▶ Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

Sheet Metal Worker:

- ▶ Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers

Truck Drivers:

- ▶ Truck Drivers delivering asphalt are covered under prevailing wage while on the site and directly involved in the paving operation.
- ▶ Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- ▶ Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- ▶ Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

 Any questions regarding the proper classification should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd, Wethersfield, CT 06109 at (860)263-6543.


~ Special Notice ~

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

⇒ *Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.*

- ▶ The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- ▶ Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- ▶ It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: <http://www.ct.gov/dol>. For those without internet access, please contact the division listed below.
- ▶ The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

 Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6543.



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.</i> <i>If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input style="width: 100px;" 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.</i> <i>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.</i> <i>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.</i> <i>If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A.</i> <i>If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input style="width: 100px;" 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 issuance of the Request For Bids/Proposals/Qualifications;
2. Has had gross revenues not exceeding ten million dollars in the most recently completed fiscal year;
3. Is headquartered in Connecticut; and,
4. At least 51% of the ownership of the Contractor is held by a person or persons who are active in the daily affairs of the business and have the power to direct the management and policies of the business.

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

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

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

CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.)

Please specify the type of benefits provided:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life Insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer)

in my capacity as _____ (title) do hereby certify and state:

All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- A) The records submitted are true and accurate;
- B) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection onnecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- C) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- D) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- E) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- F) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

Submitted on _____
(Date)

(Signature)

(Title)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

