

**CONNECTICUT RESOURCES RECOVERY AUTHORITY**

**ADDENDUM NO. 2  
Issued March 2, 2007**

**TO**

**“REQUEST FOR PROPOSALS  
DESIGN, UPGRADE, RETROFIT, AND OPERATION/MAINTENANCE  
SERVICES FOR THE STRATFORD INTERMEDIATE PROCESSING CENTER”**

**(RFP Issued January 31, 2007)**

**PROPOSALS DUE:  
MARCH 28, 2007**

**Note:** Proposer is required to acknowledge this and all Addenda as stated in the Proposal Form.

**On February 7, 2007 at 9:00am, the Connecticut Resources Recovery Authority (CRRA) conducted a mandatory site tour of the Stratford IPC property for prospective Proposers. Those in attendance and the companies represented were:**

<b><u>Name</u></b>	<b><u>Company Represented</u></b>
Mary Anne Bergenty	CRRA
Jeffrey Duvall	CRRA
Thomas Gaffey	CRRA
Steven Gray	FCR, Inc.
Ed Gargiulo	FCR, Inc.
David Perrotti	Home Town Waste
Tim Flanagan	Hudson Baylor
Will Herzog	Hudson Baylor
Beth Benoit	Hudson Baylor
Steve Hastings	Hudson Baylor
Fred Sears	City Carting
Carl LaCavalk	City Carting
Richard Peluso	City Carting
Matt Middlemass	City Carting
Bob Patterson	WMRA
Bill Petrone	Murphy Road Recycling
Jonathan Murray	Murphy Road Recycling

**Below is a listing of CRRA updates and Proposers' questions received in writing by CRRA, in accordance with the bid documents, from prospective bidders who were in attendance at the mandatory pre-bid site tour, and CRRA's response to those questions.**

1. A new **EXHIBIT A Scope Of Services** has been included with this **ADDENDUM NO.2**. The following sections have been updated:

- 1.1 Task 1.1: Preliminary Activities Required to Support Permitting page A-2
- 3.3 Security pages A-6 through A-7
- 3.4 Fire Protection System page A-7
- 3.9 Scales page A-8
- 3.13 Inspections and Enforcement page A-8
- 3.15 Building and Ground Maintenance page A-10

2. A new **EXHIBIT B Contractor's Monthly Payment To CRRA** has been included with this **ADDENDUM NO. 2**. The table on page B-2 has been updated to include the Revenue Sharing Price Thresholds. If a Proposer adds an item to this table, the Proposer will also have to include the Revenue Sharing Price or an alternate Fixed Sharing Price.

3. **Question: Can CRRA provide copies of the submitted bids for the RFP Design, Upgrade, Retrofit, And Operation/ Maintenance Services For The Mid-Connecticut Regional Recycling Center?** **Response:** Subsequent to the pre-bid conference, CRRA received two letters from potential proposers, Hudson Baylor and FCR, Inc., that requested copies of the bids for the **RFP Design, Upgrade, Retrofit, And Operation/ Maintenance Services For The Mid-Connecticut Regional Recycling Center**. In accordance with the bid documents, CRRA has decided to provide copies to all of the prospective Proposers.

**EXHIBIT A**

**To**

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND  
OPERATION/MAINTENANCE SERVICES FOR THE  
STRATFORD INTERMEDIATE PROCESSING CENTER**

**SCOPE OF SERVICES**

## SCOPE OF SERVICES

This Scope of Services shall apply to each Task that CRRA has authorized Contractor to perform in accordance with Section 2.14 of this Agreement. The Contractor shall provide all labor, materials, equipment, tools, supervision, insurance, bonds, and all other items necessary to perform each such authorized Task described herein.

The Contractor shall provide these Services in accordance with Section 2.3 of this Agreement.

The work and services may be subject to local construction permits and certificates of occupancy. The Contractor is required to determine what permits and approvals are necessary for the work and services. CRRA is responsible for obtaining required environmental approvals from CTDEP. The Contractor must cooperate with CRRA in obtaining such approvals from CTDEP and must provide to CRRA plans and engineering drawings sufficient to secure and maintain the approvals. The Contractor is responsible for obtaining all other required permits and approvals.

The Scope of Services shall consist of the following tasks:

- Task 1: Develop engineering plans and technical specifications;
- Task 2: Construct and implement design plans for the upgrade and retrofit of the IPC;
- Task 3: Operation and maintenance services for the Updated IPC Site; and
- Task 4: Diversion of all recyclables during construction period.

Each of these tasks is described in detail in the following sections.

### **1. TASK 1: DEVELOP ENGINEERING PLANS AND TECHNICAL SPECIFICATIONS**

Contractor shall proceed with the Task 1 Services upon receipt of the Notice To Proceed With Task 1 Services.

Contractor shall prepare and submit to CRRA a monthly written report that updates the project schedule and describes the progress made on the project and the activities planned for the following month. CRRA and the Contractor will meet on a monthly basis to discuss the report and to resolve any potential problems.

Task 1 services consist of the two following subtasks:

Task 1.1: Preliminary activities required to support permitting; and

Task 1.2: Engineering plans and technical specifications,

Each of these subtasks is described in detail in the following sections.

## 1.1 TASK 1.1: Preliminary Activities Required to Support Permitting

Contractor shall provide support to CRRA in obtaining the necessary approvals from CTDEP to make the changes in the solid waste permit(s) for the Updated IPC proposed by the Contractor and agreed to by CRRA. CRRA is responsible for obtaining from CTDEP the necessary approvals for changes in the solid waste permits(s). The Contractor shall cooperate with CRRA in providing to CTDEP plans and engineering drawings sufficient to secure and maintain the approvals.

Contractor shall prepare and provide to CRRA the following:

- (a) An Operations and Maintenance (“O&M”) Plan; and
- (b) Application submittal engineering drawings for the replacement and upgrading of the IPC processing systems and equipment and for modifications of the building at 1410 Honeyspot Road Extension.

The O&M Plan and the application submittal engineering drawings are a required part of the application(s) CRRA must submit to CTDEP. The O&M Plan and the application submittal engineering drawings must conform to the guidance provided by CTDEP in “Guidelines for Completing the Facility Plan for a Permit to Construct and Operate a Recycling Facility” (**Attachment C** to the Request for Proposals). Note that the title sheet of the O&M Plan, all plan sheets and the engineering drawings must be stamped and signed by a professional engineer licensed in Connecticut.

Contractor shall submit a draft of the O&M Plan and the application submittal engineering drawings to CRRA within thirty (30) days of the Contractor’s receipt of the Notice To Proceed With Task 1 Services. Within ten (10) days of receipt of the draft O&M Plan and the application submittal engineering drawings, CRRA will submit comments on them to the Contractor. Contractor shall submit a final O&M Plan and final application submittal engineering drawings to CRRA within seven (7) days of receiving comments from CRRA on the draft O&M Plan and the draft application submittal engineering drawings.

CTDEP, as part of its deliberations on the requested changes to the solid waste permits, may require revisions of the O&M Plan and the application submittal engineering drawings. In such a case, Contractor acknowledges and agrees that all comments provided by CTDEP will be incorporated into the O&M Plan, the application submittal engineering drawings and final construction plans.

## 1.2 TASK 1.2: Engineering Plans and Technical Specifications

Contractor shall develop and prepare engineering plans and technical specifications for the replacement and upgrade of the recyclables systems and equipment and the modification and upgrade of the IPC. Such engineering plans, technical specifications and supporting data shall be prepared in conformance with the following:

- (a) The engineering plans, technical specifications and supporting data shall be prepared in such detail that the geometric and operational features of all

components are clearly defined and provide sufficient information to demonstrate the construction feasibility.

- (b) The engineering plans and technical specifications shall be prepared, stamped and signed by a professional engineer licensed in Connecticut.
- (c) The engineering plans and technical specifications shall be prepared so as to maximize the Updated IPC's overall efficiency and maximize the economic benefit to CRRA from the Updated IPC's operations.
- (d) The recyclables processing systems shall be designed to minimize ambient noise and odor to the maximum extent and to ensure that ambient noise and odor levels do not exceed CTDEP standards.
- (e) Any new processing equipment must be designed for a useful life of twenty (20) years.
- (f) All major pieces of the new equipment and the components of the new equipment must have a proven design and a record of successful full-scale commercial operation.
- (g) The paper processing system must be designed so that it will not have a paper Residue amount that exceeds three percent (3%) of the amount of paper processed. The commingled container processing system must be designed so that it will not have a container Residue amount that exceeds five percent (5%) of the amount of commingled containers processed.

#### 1.2.1 Engineering Drawings

The engineering drawings shall include, but not be limited to, the items listed below:

- (a) Identify in narrative and graphic form the design components proposed for the paper and commingled container processing operations in the Updated IPC;
- (b) Show the most suitable layout of the operation. Specifically, show how the storage and the processing areas for the paper and the commingled container processing operations will be geometrically distributed;
- (c) Show how the proposed traffic pattern for the operation will be accommodated within the available boundaries of the facility;
- (d) Show how the operation will be able to provide the desired operational efficiency;
- (e) Identify if the operation has the ability of being expanded in size to accommodate future growth and activities;

- (f) Show the most suitable layout of the container processing system equipment and the paper processing system equipment;
- (g) Identify the existing equipment;
- (h) Provide an evaluation of the existing electrical system and recommend the required revisions to support the operation;
- (i) Identify all of the structural items of the building that will be modified to accommodate the proposed updated recyclables processing operation. Provide sufficient details and computations required to obtain all required permits from the City of Stratford; and
- (j) Show existing and proposed utilities.

### 1.2.2 Deliverables

- (a) Prior to submission of final construction documents, Contractor shall submit to CRRA for CRRA's review and comment three (3) copies and one (1) reproducible copy of its engineering plans and technical specifications. The engineering plans and technical specifications may be submitted in multiple partial submissions if necessary and reasonable.
- (b) Contractor shall submit to CRRA three (3) copies, one (1) reproducible and one electronic file in AUTOCAD format of the final construction documents. This submission shall include the following components:
  - (1) Design statement – This will consist of a narrative description justifying the final design conclusion;
  - (2) Design plans; and
  - (3) Technical specifications.

## **2. TASK 2: CONSTRUCT AND IMPLEMENT DESIGN PLANS FOR THE UPGRADE AND RETROFIT OF THE IPC**

Upon CRRA issuing to Contractor a Notice To Proceed With Task 2 Services, Contractor shall proceed with the Task 2 Services.

CRRA may, at its sole discretion, direct the Contractor to begin some Task 2 Services (e.g., placing orders for major pieces of equipment) prior to receiving final approvals from CTDEP. If CRRA does so and if the final approvals from CTDEP are such that the Contractor is financially harmed by the Services it was directed by CRRA to undertake, CRRA will reimburse the Contractor.

Utilizing its design plans from Task 1 above, Contractor shall furnish all labor, materials, equipment and incidentals thereto and supervisory work necessary for the recyclable processing

operations in the building at 1410 Honeyspot Road Extension, replacing and upgrading the processing systems and equipment and modifying and upgrading the IPC building.

## **2.1 Construction Schedule**

Prior to the commencement of construction, Contractor shall provide to CRRA a detailed construction schedule. The detailed construction schedule must conform to the milestones established in Section 2.14 of this Agreement.

## **2.2 Shop Drawings**

Contractor shall provide to CRRA completed shop drawings for all planned construction work. Prior to commencement of construction, CRRA and Contractor shall agree on a procedure for submittal of shop drawing to and review of shop drawings by CRRA.

## **2.3 Acceptance Testing**

CRRA and the Contractor will agree on Acceptance Testing that will reasonably demonstrate the capabilities of the new processing equipment. The new processing equipment will be evaluated, at a minimum, on the following criteria:

- (a) System throughput capacity;
- (b) Residue quantity and quality;
- (c) Conformance with environmental permits;
- (d) Conformance with OSHA regulations and worker exposure limits; and
- (e) The proportion of materials recovered and their conformance with marketing expectations.

Two weeks prior to the scheduled start of Acceptance Testing, the Contractor shall prepare and submit a test plan to CRRA for CRRA's review and approval. With CRRA and/or its agent(s) present, the Contractor shall conduct the Acceptance Testing in accordance with the approved test plan. CRRA and/or its agent(s) shall have the right to verify the conduct of the Acceptance Testing pursuant to the test plan. Contractor shall cooperate fully with CRRA and/or its agent(s).

## **2.4 Staging Area**

CRRA may make available to the Contractor an area of the property at 1410 Honeyspot Road Extension that does not interfere with the day to day operations of the Current IPC or the Museum for the Contractor to use for staging its Task 2 Services. Contractor will have to provide detailed plans as to how the area is to be used. CRRA will have to approve in writing the use of any such area prior to Contractor using that area. Contractor will be responsible for providing security, including providing fencing, for the staging area.



## **2.5 "As Built" Drawings**

At the completion of construction activities, Contractor shall provide CRRA "as built" drawings for the Updated IPC. The "as built" drawings shall be stamped by a professional engineer licensed in Connecticut. Contractor shall provide two (2) copies of the "as built" drawings and one electronic file of the drawings in AUTOCAD format.

## **2.6 Monthly Report and Meeting**

Contractor shall prepare and submit to CRRA a monthly written report that updates the project schedule and describes the progress made on the project and the activities planned for the following month. Contractor shall also prepare and submit to CRRA on a monthly basis a Construction Report which explicitly details the status of the construction plans and actual construction progress. CRRA and the Contractor will meet on a monthly basis to discuss the report and to resolve any potential problems.

## **3. TASK 3: OPERATION AND MAINTENANCE SERVICES FOR THE UPDATED IPC**

Beginning on the Date of Achievement of Substantial Completion of the Updated IPC, Contractor shall proceed with Task 3 Services.

### **3.1 General Responsibility**

At Contractor's sole cost and expense, the Contractor shall operate and maintain the Updated IPC Site and all equipment contained therein. The Contractor shall be responsible for all activities within the Updated IPC Site including operating and maintaining the recycling systems, providing management, supervision, personnel, labor, materials, equipment, services and supplies necessary to operate, maintain and repair the Updated IPC Site. In accordance with operating permits, best industry practices, and the annual maintenance plan developed by the Contractor, the Contractor shall perform (or cause to be performed) maintenance and repairs of the Updated IPC Site and other facilities that constitute appurtenant facilities of the Updated IPC Site. The Contractor shall be solely responsible for the clean, orderly and efficient operation of the recyclables processing systems.

### **3.2 Utilities**

CRRA is responsible for the costs associated with the electric and water usage of The Children's Garbage Museum and CRRA offices. The Contractor shall solely pay all other costs of utilities associated with the Updated IPC Site operation, management, and maintenance. The Contractor shall be solely responsible for stated utility services, including, but not limited to, electric, HVAC, water and telephone services.

### **3.3 Security**

The Contractor shall be solely responsible for security within the Updated IPC during construction and operation and for all liabilities incurred therein or associated therewith.

The Contractor will provide and maintain an electronic security and fire monitoring system at the Updated IPC. The proposed system shall be subject to CRRA review and approval. The Contractor shall be responsible for any and all repairs to such system. The Contractor will be responsible for site security; which may include, but not be limited to, engaging the alarm system daily and securing the property by closing and locking the entry gates. The Contractor will be responsible to respond to all security and fire incidents related to the Contractor's operation. The Contractor will notify CRRA of all security and fire incidents in a timely manor. The Contractor shall provide CRRA a personnel listing for the Updated IPC, which will include all alarm responders.

### **3.4 Fire Protection System**

CRRA shall employ a Connecticut licensed contractor to provide the required inspections and quarterly maintenance to properly maintain the fire protection system in accordance with CRRA's risk insurer requirements and NFPA Fire Safety Codes. The Contractor shall be responsible for all system repairs due to Contractor operations.

The Contractor shall provide, as part of its O&M practices, daily and weekly inspections and routine maintenance of the Fire Protection System. Examples include, but are not limited to; daily visual inspections of sprinkler heads and pipes, weekly draining of low points, and compressor maintenance. All Contractor repairs shall be performed by a Connecticut licensed sprinkler contractor. Contractor shall promptly report such activities to CRRA and provide documentation of such activities.

### **3.5 Equipment Operation**

Equipment shall be operated only by personnel with valid State of Connecticut Operator's Permits appropriate for the equipment in use.

### **3.6 Ventilation and Noise**

Work areas must be properly ventilated and ambient noise minimized as required by OSHA standards.

### **3.7 Hours of Operation**

[To be inserted prior to execution of the Agreement and to be determined by Contractor and CRRA based on Contractor's proposal.]

### **3.8 Public Viewing**

The Updated IPC is open to public viewing (via an elevated, enclosed viewing platform) on a regular basis for educational and promotional purposes and, therefore, must be maintained in a clean and orderly manner.

### **3.9 Scales**

The scales at the Updated IPC shall be operated by CRRA and/or agents of CRRA. The scale house equipment at the Updated IPC includes computer weighing and recording systems shall be operated and maintained by CRRA, except for any maintenance or replacement activity required as a result of Contractor fault. The Contractor shall cooperate and work with CRRA staff and/or CRRA agents to perform daily calibration checks of the Updated IPC scales including but not limited to using Contractor's equipment as a weight measure.

Contractor shall maintain all building and structure interiors and exteriors including siding repairs, masonry repairs, repainting as needed (including the removal of graffiti) and all custodial services (including window washing, sweeping, mopping, and scrubbing of restrooms).

Contractor shall employ a Connecticut licensed scale vendor to provide quarterly inspections, testing, calibration and repair (as required), cleaning (including the power washing of the scale and understructure twice a year), scale cleaning and maintenance of the drainage system, hand shoveling of snow on and around the scale, keeping the scale from freezing, and replacement as needed of the rubber gasket (T-rubber stripping) to prevent intrusion of excessive amounts of debris under the scale.

All inbound and outbound materials at the Updated IPC shall be weighed at the CRRA's scales by CRRA and/or the CRRA operator.

The Contractor shall reconcile market weights with CRRA scalehouse weights on a monthly basis.

### **3.10 Delivery of Recyclables**

CRRA guarantees the delivery of the Minimum Commitment of recyclables to the Contractor as specified in Section 2.11 of the Agreement.

### **3.11 Processing Time**

All materials delivered to the Updated IPC must be processed within 48 hours of arrival.

### **3.12 Additional Recyclables**

Delivery of any additional amounts of recyclables from municipalities that are not signatories of the SWEROC Agreement or from non-residential sources requires specific approval by CRRA.

### **3.13 Inspections and Enforcement**

CRRA has sole administrative responsibility over the Inter-Community Agreement currently in effect with approximately nineteen (19) Connecticut municipalities to deliver their Acceptable Recyclables to the Updated IPC. CRRA shall have the sole responsibility

to enforce all provisions of this Agreement against the municipalities and CRRA shall be able to exercise its enforcement powers against the municipalities at CRRA's sole and absolute discretion.

Shipments to the Updated IPC must conform to the terms of CRRA's Bridgeport Permitting, Disposal and Billing Procedures, as amended from time to time by CRRA, in accordance with **Section 2.17** of the Agreement and at CRRA's sole and absolute discretion. See **Exhibit K** attached hereto and made a part hereof. **Said Procedures shall be amended by CRRA to incorporate delivery standards for Acceptable Recyclables in conformance with the Agreement.** CRRA shall have sole responsibility for enforcement activities at the Updated IPC. The Contractor shall cooperate with and assist CRRA in those activities. From time to time and at CRRA's discretion, CRRA shall inspect recyclables delivered to the Updated IPC. The Contractor shall direct Acceptable Recyclables for deposit into the appropriate containers.

On a day-to-day full-time basis, Contractor shall be solely responsible to inspect all loads of recyclables delivered to the Updated IPC. Contractor shall identify any significant amounts of Unacceptable Recyclables in the incoming Updated IPC waste stream. Upon prompt notification from Contractor of any foregoing significant amounts of Unacceptable Recyclables, CRRA shall inspect the load containing Unacceptable Waste and make a determination if Contractor should segregate said load of Unacceptable Waste. For Unacceptable Recyclables hauled to the Updated IPC through no fault of Contractor that are rejected by CRRA, the Contractor, at CRRA's direction, shall reload the rejected Unacceptable Recyclables and have it removed from the Updated IPC and delivered to a properly permitted disposal facility designated by CRRA, provided that in no case shall Contractor be responsible for handling or loading of Hazardous Waste. CRRA shall issue a Notice of Violation ("NOV") to any Haulers that deliver Unacceptable Recyclables to the Updated IPC on CRRA forms.

### **3.14 Property and Equipment Maintenance**

The Contractor shall provide an annual plan for maintaining the Updated IPC. The Contractor shall prepare and submit to CRRA semi-annual and annual maintenance reports for the Updated IPC. The Contractor shall maintain and repair property and equipment in accordance with the annual maintenance plan, best industry practices, and manufacturers' standards. Should the Contractor require additional equipment or replacement equipment at any time during the term of this Agreement, such additional equipment shall be provided by the Contractor at its sole cost and expense.

At CRRA's sole discretion, CRRA reserves the right to conduct mechanical, safety, environmental, and code evaluations and inspections of the Updated IPC, but CRRA shall not unreasonably interfere with Contractor's operation of the Updated IPC or with Contractor's employees, contractors or agents, and CRRA shall be responsible for any damage to the Updated IPC caused by its employees, contractors or agents.

The Contractor shall employ predictive and preventive maintenance programs, enforce existing equipment warranties, and maintain all warranties on equipment.

The Contractor shall maintain at the Updated IPC accurate and complete records of all such maintenance activities performed and shall make such schedule and records available to CRRA for inspection and audit with reasonable advance notice.

### **3.15 Building and Grounds Maintenance**

The Contractor shall perform all building and grounds maintenance to the Updated IPC Site. Such maintenance shall include, but not be limited to, sweeping the interior of the Updated IPC and the maneuvering and all parking areas, providing for lawn maintenance, and snow plowing.

### **3.16 Notification of Injuries and Damage**

The Contractor shall notify CRRA immediately of any and all injuries to persons and of all damage caused to the Updated IPC and equipment. The Contractor shall replace property damaged or made unavailable due to loss, theft, abuse, or the Contractor's failure to provide adequate repairs or comply with the maintenance plan or best industry practices, or for any other reason.

### **3.17 Updated IPC Alterations, Modifications, and Operating Improvements**

CRRA reserves the right to require the Contractor to perform capital and/or operating improvements or services not otherwise included in the Scope of Services. In such events, the Contractor shall be entitled to reasonable compensation for such additional improvements or services. The Contractor may not alter or modify the Updated IPC without the prior written approval of CRRA. In reviewing any such request for approval, CRRA reserves the right to deny any such approval for any reason. CRRA reserves the right to perform capital and/or operating improvements or services at the Updated IPC on its own behalf.

### **3.18 Tanks and Drainage Structures**

#### **3.18.1 Stormwater**

CRRA has held and will continue to hold the registration for stormwater discharges from the Updated IPC Site under the "General Permit for the Discharge of Stormwater Associated with Industrial Activity" (Permit No. GSI000814). The Contractor is responsible for inspection, housekeeping, cleaning and maintenance activities for all stormwater control features and structures. Contractor will also conduct annual stormwater training of all employees. (CRRA will provide the training materials.) CRRA is responsible for all other activities associated with the general permit including, but not limited to, stormwater pollution prevention planning, comprehensive site compliance evaluations and stormwater sampling, analysis and reporting.

#### **3.18.2 Sanitary Sewer**

Discharges to the sanitary sewer from inside the Updated IPC building are

governed by the "General Permit for Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater." Because the discharge from the Updated IPC is less than 500 gallons per day, CRRA is not required to register the discharge under the General Permit, but the requirements of the General Permit apply to the discharge. The Contractor is responsible for discharges to the sanitary sewers and compliance with the requirements of the General Permit.

### **3.19 Pest Control**

The Contractor shall maintain, at all times, a contract for on-going pest control and extermination services for the Updated IPC Site with a licensed pest control company.

### **3.20 Litter**

The Contractor shall keep the Updated IPC Site and adjoining property and roadways litter free and shall, at a minimum, remove litter and debris daily from the Updated IPC Site and any adjoining property or roadways. The Contractor shall submit a plan to CRRA describing how it will eliminate the presence of any litter at or near to the Updated IPC Site that is the result of recycling activities.

### **3.21 Clean-Up**

The Contractor shall clean-up all spillage of Acceptable Recyclables. The interior of the Updated IPC shall be swept down at least on a daily basis. The Contractor shall also maintain the drains, sewer grates, traps, and gutters inside the Updated IPC clean and free of debris.

### **3.22 Personal Protective Equipment**

The Contractor shall provide its equipment operators and other personnel working around the Updated IPC buildings and maintenance garages with any and all appropriate personal protective equipment, in accordance with applicable law. The Contractor shall maintain at the Updated IPC any and all required safety plans, training documentation, and material safety data sheets, as may be necessary.

### **3.23 Equipment Failure**

Subject to the provisions of Article 7 of the Agreement, operational failure of the Contractor's equipment, including labor strikes, or any other cause, will not release the Contractor of its responsibility to accept and process Acceptable Recyclables during the contract period on a continual basis. All costs involved in complying with this requirement shall be the Contractor's responsibility.

### **3.24 Disposal of Unacceptable Waste**

The Contractor is solely responsible for the proper disposal of all non-recyclable materials. This shall include in-coming contaminated recyclables and Residue from the recyclables processing operations.

### **3.25 Disposal of Residue**

The paper processing system is not intended to have a paper Residue amount that exceeds three percent (3%) of the amount of paper processed. The commingled container processing system is not intended to have a container Residue amount that exceeds five percent (5%) of the amount of commingled containers processed. The Contractor will dispose of Residue in amounts of three percent (3%) or less for paper and five percent (5%) or less for commingled containers with CRRA pre-approval at the disposal facility of the Contractor's choice. Contractor must pay all disposal costs and must reimburse CRRA for any lost revenue due to Residue in excess of the allowed percentages.

### **3.26 Marketing of Products**

The Contractor shall be responsible for marketing and have the right to market the recovered materials at the Current IPC/Updated IPC and shall be responsible for transporting these materials to market. However, CRRA reserves the right to obtain market proposals itself with 30 days advance notice to the Contractor. If CRRA's marketing efforts obtain better prices than are obtained by the Contractor's efforts, CRRA shall be entitled to any differential between the revenue amount generated by the Contractor's marketing efforts and the revenue amount generated by CRRA's marketing efforts. Contractor is obligated to provide monthly market updates on each commodity, including long and short term market strategies for commodities with decreasing or negative prices.

### **3.27 Permit Related Issues**

If a regulatory agency of the State of Connecticut issues a Notice of Violation to CRRA or revokes a permit issued to CRRA because of the Updated IPC's operations associated with the Contractor's responsibilities, the Contractor shall promptly address any such matter and promptly reimburse CRRA any and all costs incurred as a result, including any appropriate liquidated damages.

### **3.28 Emergency Response**

The Contractor shall manage all emergencies occurring on the site. In the event of any emergency, such as a fire, explosion, or radiation detection, the Contractor shall immediately contact CRRA with notification of the occurrence. CRRA will provide direction for the occurrence if applicable.

### **3.29 Complaints, Inquires and Requests**

The Contractor shall direct any and all complaints, inquires, or any other written or oral requests regarding the Updated IPC to CRRA. The Contractor shall provide and maintain a list of a contact person for the Updated IPC for CRRA.

### **3.30 CRRA Access**

CRRA and its agents reserve the right to enter the premises of the Updated IPC Site at any time for any purpose. CRRA and its agents may inspect the source of Acceptable Recyclables delivered to the Updated IPC and observe any and all activities of the Contractor.

### **3.31 Notification of Petroleum, Chemical or Hazardous Materials Releases**

Contractor shall ensure that any release of a chemical, petroleum product or other hazardous material is reported on a timely basis to appropriate local, state and federal agencies and organizations in accordance with, but not limited to, 40 CFR Part 302, 40 CFR Part 355 and CGS 22a-450. Contractor shall also immediately notify CRRA of any such release.

### **3.32 Other Activities**

The Contractor shall not allow others to conduct, or conduct itself, any activity at the Updated IPC Site not specifically approved and authorized by CRRA in writing.

### **3.33 Determination of Amounts of Recyclables**

The weight of Acceptable Recyclables delivered to the Current IPC/Updated IPC shall be determined in bound by the scale at the Current IPC/Updated IPC.

### **3.34 Monthly Report and Meeting**

Contractor shall prepare and submit to CRRA a monthly written report on a form substantially as presented in **Exhibit J**. The report shall detail the prior month's operations and maintenance activities, including but not limited to, the following: (i) specify the number of tons of Acceptable Recyclables delivered to the Contractor at the Current IPC/Updated IPC; (ii) details of the amount of commodities marketed and the prices received for said marketed commodities; (iii) details of any repairs made to or replacement of equipment performed on the Updated IPC; and (iv) and other related financial information. CRRA and the Contractor will meet on a monthly basis to discuss the report and to resolve any potential problems.

## **4. TASK 4: DIVERSION OF ALL RECYCLABLES DURING CONSTRUCTION PERIOD**

During the construction period when the Contractor is replacing and upgrading the recyclables processing systems and modifying and upgrading the Updated IPC, the Contractor shall be responsible for all of the costs of diverting all recyclables which cannot be accepted at the Updated IPC due to the construction activities to properly permitted facilities. Any delays in construction that impact diversion shall be the financial responsibility of the Contractor.

Any facility to which recyclables are diverted must be a currently permitted facility operating in accordance with, and pursuant to, all applicable governmental regulations, statutes, permitting



requirements and any other such requirements. Prior to diverting recyclables to any facility, Contractor shall provide CRRA with written evidence of Contractor's authorization to process recyclables at the facility. If CRRA, at its sole and absolute discretion, deems the evidence to be satisfactory and so notifies the Contractor, the Contractor may divert recyclables to the subject facility. At CRRA's sole discretion, Contractor shall coordinate and obtain the permission of the owner/operator of the facility to which recyclables are to be diverted to allow CRRA or its agent(s) to inspect the facility at any time during the term of this Agreement.

## **5. LICENSES AND PERMITS**

All licenses and permits necessary for the performance of work and services under this Agreement shall be obtained and maintained by the Contractor, except for CTDEP permits for the construction and operation of the Updated IPC and other CTDEP environmental permits. Licenses, permits, or certifications for which the Contractor is responsible may include, but are not limited to, the Public Weighers License and the CTDEP Solid Waste Facility Operators Certificate appropriate for a recycling facility. The revoking of the Contractor's licenses and permits by the State of Connecticut, local municipality or any other governing agency, shall not relieve the Contractor from its responsibility for performing the work under this Agreement. The Contractor shall pay for any costs and fines associated with noncompliance of the permits as a result of the Contractor's actions, including, but not limited to administrative fees, corrective actions, and attorneys' fees.

CRRA shall maintain each applicable CTDEP permit for the Updated IPC. CRRA shall be responsible for renewal of each CTDEP permit. The Contractor shall make information available, as needed, to support maintenance and renewal of such permits. If the Contractor requests a modification to an Updated IPC permit, CRRA shall review the request and submit any requests it finds acceptable to CTDEP. Should CRRA approve any such requests, the Contractor shall pay for all costs associated with the modification application, as well as the regulatory review.

CRRA shall submit any reports required as a result of the CTDEP Updated IPC permits, including all operational reporting information and annual operations reports.

**EXHIBIT B**

**To**

**AGREEMENT FOR DESIGN, UPGRADE, RETROFIT, AND  
OPERATION/MAINTENANCE SERVICES FOR THE  
STRATFORD INTERMEDIATE PROCESSING CENTER**

**CONTRACTOR'S MONTHLY PAYMENT TO CRRA**

**Contractor's Per Ton Monthly Payment**

Contractor will provide CRRA with a guaranteed per ton payment for every ton that is delivered to the Updated IPC.

Contractor's Per Ton Monthly Payment: \$ \_\_\_\_\_

## Contractor's Revenue Sharing Payment

The Contractor shall also share equally with CRRA revenue generated by sales of the following commodities above the revenue sharing prices. Contractor may also submit an alternate fixed price option for any or all commodities. Contractor shared pricing is specified in the following table:

Commodity	Revenue Sharing Price	FIXED SHARING PRICE
ONP #6 (New York High) (represents all shipments of loose fiber)	\$44.00	
ONP #8 (New York High)	\$72.00	
OCC #11 ( New York High)	\$72.00	
(May be expanded for Commercial Paper grades)		
Ferrous	\$46.00	
Aluminum	\$1000.00	
Aluminum Foil	\$422.00	
Plastic – PET	\$290.00	
Plastic – HDPE Natural	\$460.00	
Plastic – HDPE Pigmented	\$330.00	
Glass – Flint or Clear	\$8.00	
Glass – Amber or Brown	\$6.00	
Glass – Green	\$0.00	
Glass – Mixed	\$0.00	
Aseptic Packaging	\$20.00	
*Description Other: _____		
*Description Other: _____		
*Description Other: _____		
*Description Other: _____		

\*Contractor must provide the Revenue Sharing Price threshold price or fixed price for any other items added to the list above.