

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

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

FOR

**MAINTENANCE AND REPAIRS FOR
THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT
(RFB Number 10-OP-009)**

**BID DUE DATE
APRIL 28, 2010**

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

March 29, 2010

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For
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**REQUEST FOR BIDS
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SECTION 1

**NOTICE TO CONTRACTORS
INVITATION TO BID**

CONNECTICUT RESOURCES RECOVERY AUTHORITY

NOTICE TO CONTRACTORS – INVITATION TO BID

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. One of CRRA’s facilities is the Mid-Connecticut Regional Recycling Center (the “RRC”) located at 211 Murphy Road, Hartford, Connecticut. Recyclables are brought to the RRC by truck. After processing at the RRC, some of the separated materials are removed from the plant by freight rail services provided by the Connecticut Southern Railroad (“CSO”). The railroad siding providing access to the RRC originates to the north of the CRRA facility and crosses Maxim Road with an at-grade crossing.

CRRA is seeking bids from qualified railroad contractors to furnish all tools, materials, labor, equipment and incidentals thereto to provide maintenance repairs of the track and the highway grade crossing warning devices at the Maxim Road railroad crossing. The work will involve, but not be limited to, the following:

- Rebuild the Maxim Road track and grade crossing surface replacing approximately 160 feet of rail (both sides) west of the centerline of Maxim Road, and approximately 140 feet (both sides) east of the centerline of Maxim Road;
- Replace all ties within the roadway and others as marked;
- Install new, heavy duty “rail seal” throughout the grade crossing area;
- Repair approximately 23 feet of roadway surface (asphalt) extending north and south from the rail centerline at Maxim Road;
- Provide, install and properly test new 12” LED flashing lights, batteries, chargers, signage, and other railroad signal items;
- Perform construction activities required to minimize soil erosion and sedimentation;
- Support maintenance and protection of traffic operation;
- Cleaning up, disposing of waste and debris and demolition materials, and restoring the work site to original condition; and
- Perform all other work required to complete the Project.

The work to perform the track repairs within the roadway and all roadway repairs must be completed within a planned three-day roadway outage encompassing a week end.

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

Request For Bid (“RFB”) package documents may be obtained on the World Wide Web at <http://www.crra.org> under the “Business Opportunities” page beginning **Monday, March 29, 2010**. The documents will also be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA’s offices must

contact Ronald Gingerich by telephone (860-757-7703), by e-mail (rgingerich@crra.org) or by fax (860-757-7742) at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA's office. Payment should be made by check payable to "Connecticut Resources Recovery Authority."

There will be a mandatory pre-bid conference and tour of the site for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Maxim Road railroad crossing, Hartford, Connecticut 06114, at 10:00 a.m., Friday, April 9, 2010.** Any prospective bidder intending to participate in the tour must contact Ronald Gingerich by telephone (860-757-7703) or by e-mail (rgingerich@crra.org) at least 24 hours in advance of the pre-bid conference and site tour (i.e., by 10:00 a.m., Thursday, April 8, 2010).

Sealed bids must be received at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722 no later than 3:00 p.m., Wednesday, April 28, 2010. Bids received after the time and date set forth above shall be rejected. All bids shall remain open for ninety (90) days after the bid due date.

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

Note that all information submitted by a bidder is subject to the Connecticut Freedom of Information Act.

All questions regarding this RFB must be submitted **in writing** to Ronald Gingerich, by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103) no later than **3:00 p.m., Wednesday, April 14, 2010.** Subject to the discretion of CRRA, CRRA may decide to provide written responses to contractors no later than Wednesday, April 21, 2010. Any contractor considering submitting a bid is prohibited from having any ex-parte communications with any CRRA staff member or CRRA Board member except Mr. Gingerich.

**REQUEST FOR BIDS
FOR
MAINTENANCE AND REPAIRS FOR
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MAXIM ROAD, HARTFORD, CONNECTICUT**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

MAINTENANCE AND REPAIRS FOR THE RAILROAD TRACK GRADE CROSSING ON MAXIM ROAD, HARTFORD, CONNECTICUT (RFB Number 10-OP-009)

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1. Introduction

The Connecticut Resources Recovery Authority (“CRRA”) is a quasi-public entity of the State of Connecticut that is responsible for implementing the State Solid Waste Management Plan and is currently providing solid waste disposal and recycling services to more than 100 municipalities in the state. CRRA has developed, constructed and now operates an integrated system of three resource recovery facilities, two regional recycling centers, and four transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste generated in the State. These facilities are operated by entities that are under contract with CRRA.

One of CRRA's facilities is the Mid-Connecticut Regional Recycling Center (the "RRC") located at 211 Murphy Road, Hartford, Connecticut. Recyclables are brought to the RRC by truck. After processing at the RRC, some of the separated materials are removed from the plant by freight rail services provided by the Connecticut Southern Railroad ("CSO"). The railroad siding providing access to the RRC originates to the north of the CRRA facility and crosses Maxim Road with an at-grade crossing.

CRRA is seeking bids from qualified railroad contractors to furnish all tools, materials, labor, equipment and incidentals thereto to provide maintenance repairs of the track and the highway grade crossing warning devices at the Maxim Road railroad crossing.

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	TIME/DATE
RFB Documents Available	Monday, March 29, 2010
Pre-Bid Conference and Site Tour	10:00 a.m., Friday, April 9, 2010
Deadline for Written Questions	3:00 p.m., Wednesday, April 14, 2010
Response to Written Questions	No Later Than Wednesday, April 21, 2010
Bids Due at CRRA	3:00 p.m., Wednesday, April 28, 2010
Selection and Notice of Award Issued	Friday, May 28, 2010

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline

3. Definitions

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

- (a) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (b) **Contract Documents:**
 - (1) Agreement For Maintenance And Repairs For The Railroad Track Grade Crossing On Maxim Road, Hartford, Connecticut (the "Agreement");
 - (2) RFB Package Documents (defined below);
 - (3) Addenda;

- (4) Contractor's Bid (including all documentation attached to or accompanying such Bid, all other documentation submitted in connection with such Bid, and all post-bid documentation submitted prior to the Notice Of Award);
 - (5) Notice Of Award, with Contractor's Certification Concerning Gifts attached [to be executed by successful bidder]; and
 - (6) Any written amendments to the Agreement.
- (c) **Laws And Regulations:** Any and all applicable laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (d) **Notice Of Award:** Written notification from CRRA to the apparent successful bidder that states that CRRA has accepted such bidder's bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (e) **Project:** The performance by the successful bidder of the maintenance and repairs for the railroad track grade crossing on Maxim Road, Hartford, Connecticut in accordance with the Contract Documents.
- (f) **RFB Package Documents:**
- (1) Notice To Contractors – Invitation To Bid;
 - (2) Instructions To Bidders;
 - (3) Bid Security (Bid Bond Form);
 - (4) Bid Form;
 - (5) Bid Price Form;
 - (6) Background And Experience Form;
 - (7) References Form;
 - (8) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
 - (9) Affidavit Concerning Nondiscrimination;
 - (10) Affidavit Concerning Consulting Fees;
 - (11) Background Questionnaire;
 - (12) SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban;
 - (13) Notice Of Award, with Contractor's Certification Concerning Gifts attached [to be executed by successful bidder]; and
 - (14) Agreement For Maintenance And Repairs For The Railroad Track Grade Crossing On Maxim Road, Hartford, Connecticut, including:
 - A. General Requirements;
 - B. Technical Specifications;
 - C. Plans;
 - D. Project Schedule;

- E. Compensation Schedule;
- F. Performance Security (Performance Bond Form);
- G. Payment Security (Payment Bond Form);
- H. Prevailing Wage Bid Package;
- I. Schedule Of Prevailing Wages;
- J. SEEC Form 11, Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Ban
- K. Affidavit Concerning Nondiscrimination;
- L. Affidavit Concerning Consulting Fees;
- M. Contractor's Certification Concerning Gifts; and
- N. CRRA President's Certification Concerning Gifts.

- (g) **Site:** The railroad track grade crossing on Maxim Road, Hartford, Connecticut 06114 and surrounding areas upon which any of the Work is to be provided, furnished and completed by the successful bidder in accordance with the Contract Documents.

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

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

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

5. **Reserved Rights**

CRRA reserves the right at its sole and absolute to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process for this Project. CRRA reserves the right at its sole and absolute discretion to republish this RFB after having rejected any or all of the bids. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

6. **Scope Of Work**

CRRA is seeking bids from qualified railroad contractors to furnish all tools, materials, labor, equipment and incidentals thereto to provide maintenance repairs of the track and the highway grade crossing warning devices at the Maxim Road railroad crossing (the "Work"). The Work will include, but not be limited to, the following:

- (a) Rebuild the Maxim Road track and grade crossing within the Project Limits identified on the Plans. Replace approximately 160 feet of rail (both sides) west of the centerline of Maxim Road, and approximately 140 feet (both sides) east of the centerline of Maxim Road;
- (b) Replace all ties within the roadway and others as marked to the edge of the Project Limits;
- (c) Install new, heavy duty “rail seal” throughout the grade crossing area;
- (d) Repair approximately 23 feet of roadway surface (asphalt) extending north and south from the rail centerline at Maxim Road;
- (e) Provide, install and properly test new 12” LED flashing lights, batteries, chargers, signage, and other railroad signal items as designated in the Scope Of Work;
- (f) Perform construction activities required to minimize soil erosion and sedimentation;
- (g) Support maintenance and protection of traffic operation (the City of Hartford may provide maintenance and protection of traffic services for the Project. If the City does so, the costs billed by the City will be billed to the successful bidder and will be considered direct costs. The successful bidder will bill CRRA for the City’s services at-cost to the successful bidder. Any other costs associated with maintenance and protection of traffic will be the responsibility of the successful bidder);
- (h) Cleaning up, disposing of waste and debris and demolition materials, and restoring the work site to original condition; and
- (i) Perform all other work required to complete the Project.

All work to perform the track repairs within the roadway and all roadway repairs must be completed within a planned three-day roadway outage encompassing a week end.

The contractor is also responsible for providing CRRA with a set of “As-Built” and checked plans based upon the existing plans supplied with the Bid documents.

The successful bidder must be able to self-perform a minimum of 80% of the total project work, including specialty railroad track and signal work.

Specific instructions about how the above Work is to be provided are included in the Agreement. The Work will be performed in accordance with and as required by the Contract Documents, including, but not limited to, the general requirements set forth in **Exhibit A** (“General Requirements”), the technical specifications set forth in **Exhibit B** (the “Technical Specifications”) and the plans set forth in **Exhibit C** (the “Plans”) all of which are attached hereto and made a part hereof.

7. Availability Of RFB Package Documents

Complete sets of the RFB Package Documents may be obtained on the World Wide Web beginning Monday, March 29, 2010 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFB: Maintenance And Repairs For The Railroad Track Grade Crossing On Maxim Road, Hartford, Connecticut" heading.

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

The RFB Package Documents are also available Monday through Friday, from 8:30 a.m. to 5:00 p.m. at CRRA's offices, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, beginning on the same date. Anyone intending to pick up the documents at CRRA's offices must contact Ronald Gingerich [(860) 757-7703] at least 24 hours in advance. There is a charge of \$25.00 for anyone picking up the documents at CRRA's office. Payment should be made by check payable to "Connecticut Resources Recovery Authority."

8. Mandatory Pre-Bid Conference And Site Tour

A mandatory pre-bid conference and tour of the site for all prospective bidders will be conducted by CRRA staff at 10:00 a.m. Eastern Time on Friday, April 9, 2010 at the Maxim Road railroad crossing, Hartford, Connecticut 06114. Bids submitted by a bidder who did not attend the mandatory pre-bid conference and site tour shall be rejected. Alternate times for visiting the site will not be allowed.

Any prospective bidder intending to participate in the tour must contact Ronald Gingerich by telephone (860-757-7703) or by e-mail (rgingerich@crra.org) at least 24 hours in advance of the pre-bid conference and site tour (i.e., by 10:00 a.m., Thursday, April 8, 2010).

Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this bid solicitation.

9. Addenda And Interpretations

CRRA may issue Addenda to the RFB Package Documents that shall, upon issuance, become part of the RFB Package Documents and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to requests for interpretation or clarification received from potential bidders. CRRA reserves the right to not respond to any or all inquiries.

Any request for interpretation or clarification of any documents included in the RFB Package Documents must be **submitted in writing to Ronald Gingerich by e-mail (rgingerich@crra.org), by fax (860-757-7742), or by correspondence (CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722).** To be given consideration, any such written request must be received by CRRA by 3:00 p.m., Wednesday, April 14, 2010.

Addenda, if any, issued prior to the mandatory pre-bid conference and site tour will be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Maintenance And Repairs For The Railroad Track Grade Crossing On Maxim Road, Hartford, Connecticut" heading).

Addenda issued after the mandatory pre-bid conference and site tour will be mailed and/or e-mailed to all persons who attended the pre-bid conference and site tour and will be posted on CRRA's web site (<http://www.crca.org> on the "Business Opportunities" page under the "RFB: Maintenance And Repairs For The Railroad Track Grade Crossing On Maxim Road, Hartford, Connecticut" heading). Such addenda will be mailed/e-mailed and posted on the web site no later than Wednesday, April 21, 2010.

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

10. Bid Submittal Procedures

Sealed bids shall be submitted no later than 3:00 p.m., Eastern Time, Wednesday, April 28, 2010 at the offices of CRRA, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich. Bids received after the time and date set forth above shall be rejected.

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

Each bid (the original and two copies) shall be enclosed in a sealed envelope that shall be clearly marked "Bid For Maintenance And Repairs For The Railroad Track Grade Crossing On Maxim Road, Hartford, Connecticut."

11. Period Bids Shall Remain Open

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

12. Non-Negotiability Of The Agreement

The terms and conditions of the Agreement (Section 15 of the RFB Package Documents), as attached, are non-negotiable. Any potential bidder that will be unable to execute the Agreement, as attached, should not submit a bid. This includes, but is not limited to, the insurance requirements (Section 6 of the Agreement) and the performance and payment security requirements (Section 7 of the Agreement).

13. Modification/Withdrawal Of A Bid

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to CRRA's office, 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1722, Attn: Ronald Gingerich, at any time prior to the bid due date.

14. Bid Security

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

14.1 Amount of Bid Security

The Bid Security shall be in an amount equal to ten percent (10%) of the amount of the bid.

14.2 Type of Security

The following are the acceptable forms of Bid Security:

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

The Bid Security shall be made payable to CRRA.

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

14.3 Disposition of Bid Security

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

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

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

15. Bid Contents

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

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

- (a) Title page of the bid (not the title page of the RFB), including the title of the project, the name of the bidder and the date the bid is submitted;
- (b) Cover letter, signed by a person authorized to commit the bidder to the contractual arrangements with CRRA, which includes the following:
 - (1) The name of the bidder;
 - (2) The legal structure of the bidder (e.g., corporation, joint venture, etc.); and
 - (3) A clear statement indicating that the attached bid constitutes a firm and binding offer by the bidder to CRRA considering the terms and conditions outlined in the RFB and noting any technical exceptions taken thereto; and
 - (4) The bidder's promise, if any, to set aside a portion of the contract for legitimate minority business enterprises (see Section 17.2(c) of this Instructions To Bidders);
- (c) Bid Security (cashier's check, certified check or bid bond) (see Section 14 of this Instructions To Bidders);

- (d) The Bid Form (Section 4 of this RFB), with Addenda, if any, listed in the appropriate place (Page 3), the name and address of the contact for Notices listed in the appropriate place (Page 7) and the completed agreement section (Page 7);
- (e) The completed Bid Price Form (Section 5 of the RFB Package Documents);
- (f) The completed Background And Experience Form (Section 6 of the RFB Package Documents);
- (g) The completed References Form (Section 7 of the RFB Package Documents);
- (h) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 8 of the RFB Package Documents), with the Bidder's most recent EEO-1 data attached if the Bidder wishes such data to be considered in the evaluation of its Bid;
- (i) The completed Affidavit Concerning Nondiscrimination (Section 9 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (j) The completed Affidavit Concerning Consulting Fees (Section 10 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);
- (k) The completed Background Questionnaire (Section 11 of the RFB Package Documents) (subscribed and sworn before a Notary Public or Commissioner of the Superior Court); and
- (l) A copy of the bidder's up-to-date certificate(s) of insurance showing all coverages required by Section 6.1 of the Agreement. [Please be advised that this is the area in which bidders seem to have the most difficulty. CRRA requires that the certificate(s) submitted show evidence of exactly the insurance requirements specified in the Agreement (e.g., if Section 6.1 of the Agreement requires Business Automobile Liability insurance covering any automobile or vehicle, the certificate of insurance must have the "any" box checked)].

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

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

16. Bid Opening

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

17. Bid Evaluation

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

CRRA is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, contracting, or business practices. CRRA is committed to complying with the Americans with Disability Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.

17.1 Evaluation Criteria

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

17.2 Affirmative Action Evaluation Criteria

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

- (a) The bidder's success in implementing an affirmative action plan (See Question 4 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents));
- (b) The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the *Regulations of Connecticut State Agencies*, inclusive (See Question 5 of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents));
- (c) The bidder's promise to develop and implement a successful affirmative action plan (See Question 4B of the Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety (Section 8 of the RFB Package Documents)); and
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 15(h) of this Instructions To Bidders).

18. Contract Award

If the contract is to be awarded, CRRA will issue to the successful bidder(s) a Notice Of Award within ninety (90) days after the bid due date.

CRRA reserves the right to correct inaccurate awards resulting from CRRA's clerical errors. This may include, in extreme circumstances, revoking a Notice Of Award already made to a bidder and subsequently awarding the Notice of Award to another bidder. Such action by CRRA shall not constitute a breach of this RFB by CRRA since the Notice Of Award to the initial bidder is deemed to be void ab initio and of no effect as if no Agreement ever existed between CRRA and the initial bidder.

19. Contractor's Certification Concerning Gifts

Pursuant to *Connecticut General Statutes* Section 4-252, the apparently successful bidder(s) must submit a document certifying that it has not given any gifts to certain individuals between the date CRRA started planning the RFB and the date the Agreement is executed. If the apparently successful bidder does not execute the Certification, it will be disqualified for the Agreement. The dates between which the bidder may not give gifts and the identities of those to whom it may not give gifts are specified in the attachment to the Notice Of Award included in the RFB Package Documents (see Attachment A to Section 13 of the RFB Package Documents).

20. Prevailing Wage Requirements

The Work will be subject to the Prevailing Wage provisions of the *Connecticut General Statutes*. (See Section 8.7 of the Agreement.) In particular, within 30 days of receiving the contract award, the successful Bidder must furnish proof to the Connecticut Labor Commissioner that all of its employees and apprentices performing manual labor on the Project will have completed at 10-hour Occupational Safety and Health Administration ("OSHA") construction safety and health course.

21. Bidder's Qualifications

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

22. Bid Preparation And Other Costs

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

**REQUEST FOR BIDS
FOR
MAINTENANCE AND REPAIRS FOR
THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

SECTION 3

**BID SECURITY
(BID BOND FORM)**

 **AIA**[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called
the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

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

as Obligee, hereinafter called the Obligee, in the sum of (\$ _____), for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road
Maxim Road, Hartford, Connecticut
Maintenance and repairs for the railroad track grade crossing on Maxim Raod, Hartford,
Connecticut

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Obligee in accordance with the terms of
such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract
and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

Signed and sealed this _____ day of _____,

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

(Witness)

(Principal) *(Seal)*

(Title)

(Witness)

(Surety)

(Title) *(Seal)*

Additions and Deletions Report for

AIA[®] Document A310[™] – 1970

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:13:49 on 03/23/2010.

PAGE 1

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

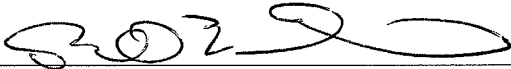
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Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road
Maxim Road, Hartford, Connecticut
Maintenance and repairs for the railroad track grade crossing on Maxim Raod, Hartford, Connecticut

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:13:49 on 03/23/2010 under Order No. 2753486866_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 1970 - Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

MARCH 26, 2010

(Dated)

**REQUEST FOR BIDS
FOR
MAINTENANCE AND REPAIRS FOR
THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

**SECTION 4
BID FORM**



BID FORM

PROJECT: Mid-Connecticut

RFB NUMBER: 10-OP-009

CONTRACT FOR: Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road, Hartford, Connecticut

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

1. DEFINITIONS

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

2. TERMS AND CONDITIONS

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

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

- (a) Execute and deliver to CRRA the required number of counterparts of the non-negotiable Agreement;
- (b) Execute and deliver to CRRA the Contractor’s Certification Concerning Gifts;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA the requisite Performance Security and Payment Security;

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

3. BIDDER'S OBLIGATIONS

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

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

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

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

5. BIDDER'S REPRESENTATIONS CONCERNING EXAMINATION OF CONTRACT DOCUMENTS

In submitting this Bid, Bidder represents that:

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

Addendum Number	Date Issued

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

6. BIDDER'S REPRESENTATIONS CONCERNING SITE CONDITIONS

In submitting this Bid, Bidder acknowledges and agrees that:

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

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

7. BIDDER'S REPRESENTATIONS CONCERNING INFORMATION MADE AVAILABLE

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

8. BIDDER'S REPRESENTATIONS CONCERNING STATE OF CONNECTICUT TAXES

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

9. BIDDER'S REPRESENTATIONS CONCERNING DISCLOSURE OF INFORMATION

In submitting this Bid, Bidder:

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

10. BIDDER'S REPRESENTATIONS CONCERNING NON-COLLUSION

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

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

11. BIDDER'S REPRESENTATIONS CONCERNING RFB FORMS

By submission of this Bid, the Bidder, together with any affiliates or related business entities or persons, the guarantor, if any, and any joint ventures, hereby represents that, under risk of termination of the Agreement, if awarded, all of the forms included in the RFB that are submitted to CRRA as part of its Bid are identical in form and content to the preprinted forms in the RFB Package Documents except that information requested by the forms has been inserted in the spaces on the forms provided for the insertion of such requested information.

12. BID SECURITY

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

13. BIDDER'S WAIVER OF DAMAGES

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

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

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

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreement or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to CRRA's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Section 12 [SEEC Form 11] of the RFB Package Documents.

15. ATTACHMENTS

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

- (a) The properly executed Bid Security;
- (b) The completed Bid Price Form;
- (c) The completed References Form;
- (d) The completed Background And Experience Form;
- (e) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (f) Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (g) Affidavit Concerning Consulting Fees that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (h) Background Questionnaire that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court; and

- (i) A copy of the Bidder's up-to-date certificate of insurance showing all insurance coverages required by Section 6.1 of the Agreement.

16. NOTICES

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

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

17. ADDITIONAL REPRESENTATION

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

AGREED TO AND SUBMITTED ON _____, 20 10

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

**REQUEST FOR BIDS
FOR
MAINTENANCE AND REPAIRS FOR
THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

**SECTION 5
BID PRICE FORM**



BID PRICE FORM

Bidder will complete the Work as specified in the Contract Documents for the maintenance and repairs for the railroad track grade crossing on Maxim Road, Hartford, Connecticut for the lump sum bid price specified in the tables below.

The City of Hartford may provide maintenance and protection of traffic services for the Project. If the City does so, the costs billed by the City will be billed to the successful bidder and will be considered direct costs (i.e., such costs will be billed by the successful bidder to CRRA at-cost with no markup and shall not be part of the Bid Price figure below). Any other costs associated with maintenance and protection of traffic will be the responsibility of the successful bidder and should be included in the bidder's bid price.

1. BID PRICE

The Work will be completed for the sum of:

\$	
(Use Numbers)	

(Use Words)	

Breakdown of Bid:

Labor	Materials
\$	\$
(Use Numbers)	

2. AFFIRMATION

Bidder affirms that the total bid price in Section 1 represents the entire cost to complete the Work in accordance with the Contract Documents, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this Project, and that each and every such claim is hereby expressly waived by Bidder.

Name of Bidder (Firm):	
Signature of Bidder Representative:	
Name (Type/Print):	
Title:	
Date:	

**REQUEST FOR BIDS
FOR
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THE RAILROAD TRACK GRADE CROSSING ON
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SECTION 6

BACKGROUND AND EXPERIENCE FORM



BACKGROUND AND EXPERIENCE FORM

In the tables below bidder shall provide the information requested.

1. In the space below, list all railroad track and signal projects similar to the Work required by the RFB Package Documents that the bidder has completed within the last 12 months.

--

2. In the space below, identify the qualified railroad signal employee who will lead the signal work and complete the required Federal Railway Administration ("FRA") test report for this project. Provide a resume for this individual as an attachment to this Form.

--

3. In the space below, summarize work performed by the bidder of a similar nature to that specified in the RFB Package Documents that is not listed in 1 above, but which will enable CRRA to further evaluate the experience and professional capabilities of the bidder.

--

[Attach Additional Pages If Necessary]

**REQUEST FOR BIDS
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SECTION 7

REFERENCES FORM



REFERENCES FORM

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

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

**REQUEST FOR BIDS
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SECTION 8

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



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

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

	Yes	No
1. Is the Contractor an Individual? <i>If you answered "Yes" to Question 1, skip to Question 2.</i> <i>If you answered "No" to Question 1, proceed to Question 1A and then to Question 2.</i>	<input type="checkbox"/>	<input type="checkbox"/>
1A. How many employees does the Contractor have? <input type="text"/>		
2. Is the Contractor a Small Business Enterprise based on the criteria in Schedule A? <i>If you answered "Yes" to Question 2, proceed to Question 2A and then to Question 3.</i> <i>If you answered "No" to Question 2, skip to Question 3.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2A. Is the Contractor certified by DAS as a Small Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Contractor a Minority Owned Business Enterprise based on the criteria in Schedule B? <i>If you answered "Yes" to Question 3, proceed to Question 3A and then to Question 4.</i> <i>If you answered "No" to Question 3, skip to Question 4.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3A. Is the Contractor certified by DAS as a Minority Owned Business Enterprise? ¹	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the Contractor have an Affirmative Action Plan? ² <i>If you answered "Yes" to Question 4, proceed to Question 4A and then to Question 5.</i> <i>If you answered "No" to Question 4, skip to Question 4B and then to Question 5.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4A. Has the Affirmative Action Plan been approved by the CHRO?	<input type="checkbox"/>	<input type="checkbox"/>
4B. Will the Contractor develop and implement an Affirmative Action Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Contractor have an apprenticeship program complying with RCSA 46a-68-1 through 46a-68-17?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has the Contractor been cited for three or more willful or serious violations of any occupational safety and health act?	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Contractor received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
8. Has the Contractor been the recipient of one or more ethical violations from the State of Connecticut Ethics Commission during the three-year period preceding the issuance of this Request For Bids/Proposals/Qualifications?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will subcontractors be involved? <i>If you answered "Yes" to Question 9, proceed to Question 9A.</i> <i>If you answered "No" to Question 9, you are finished with the questionnaire.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9A. How many subcontractors will be involved? <input type="text"/>		

LIST OF ACRONYMS

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

FOOTNOTES

- ¹ If the Contractor answered "yes" to Question 2A and/or 3A, Contractor must attach a copy of its DAS Set-Aside Certificate to this Questionnaire.
- ² If the Contract is a "public works contract" (as defined in Section 46a-68b of the Connecticut General Statutes), the dollar amount exceeds Fifty Thousand Dollars (\$50,000.00) in any fiscal year, and the Contractor has fifty (50) or more employees, the Contractor, in accordance with the provisions of Section 46a-68c of the Connecticut General Statutes, shall develop and file an affirmative action plan with the Connecticut Commission on Human Rights and Opportunities.

SCHEDULE A CRITERIA FOR A SMALL BUSINESS ENTERPRISE

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

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

SCHEDULE B CRITERIA FOR A MINORITY OWNED BUSINESS ENTERPRISE

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

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

CONNECTICUT GENERAL STATUTES SECTION 46a-68b

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

**REQUEST FOR BIDS
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SECTION 9

**AFFIDAVIT CONCERNING
NONDISCRIMINATION**



**AFFIDAVIT CONCERNING
NONDISCRIMINATION**

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

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

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

- 1. Contractor seeks to enter into the "Agreement for Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road, Hartford, Connecticut" (the "Agreement") with the Connecticut Resources Recovery Authority; and
- 2. Contractor has in place a company or corporate policy that complies with the nondiscrimination agreements and warranties required under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, and the said company or corporate policy is in effect as of the date hereof.

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

**REQUEST FOR BIDS
FOR
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THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

SECTION 10

**AFFIDAVIT CONCERNING
CONSULTING FEES**



**AFFIDAVIT CONCERNING
CONSULTING FEES**

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

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

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

1. Contractor seeks to enter into the "Agreement for Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road, Hartford, Connecticut" (the "Agreement") with the Connecticut Resources Recovery Authority ("CRRRA");
2. Except as disclosed in Table 1 below and except for a consulting agreement that is with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes¹ as of the date this Affidavit is submitted, Contractor has not entered into any consulting agreement² in connection with the Agreement whereby any duties of the consultant pursuant to said consulting agreement² requires consultant to pursue communications concerning business of CRRRA, whether or not direct contact with CRRRA, a CRRRA official, a CRRRA employee, a state agency, a state or public official, or a state employee was expected or made;
3. Contractor shall amend this Affidavit whenever Contractor enters into any new consulting agreement² during the term of the Agreement; and
4. The statements set forth herein are true, to the best of my knowledge and belief, subject to the penalties of false statement.

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

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

TABLE 1: Disclosure of Consulting Agreements

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

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

By (Signature): _____

Name (Print): _____

Title: _____

Sworn to before me this _____ day of _____ 20 _____

Notary Public/Commissioner of the Superior Court

Commission Expiration Date

**REQUEST FOR BIDS
FOR
MAINTENANCE AND REPAIRS FOR
THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

SECTION 11

BACKGROUND QUESTIONNAIRE



BACKGROUND QUESTIONNAIRE

This Questionnaire must be completed and properly executed by an individual or business entity submitting a bid/proposal/statement of qualifications to the Connecticut Resources Recovery Authority (such individual or business entity hereinafter referred to as the "Contractor").

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

	Yes	No
<p>1. Has the Contractor or any of the following ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 1, proceed to Question 1A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 1, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>1A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 1A, proceed to Question 2 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to Question 1A, proceed to Question 2.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Has the Contractor or any of the following ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 2, proceed to Question 3 and, on a separate sheet of paper, state the following: the court or other forum in which the investigation took or is taking place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to Question 2, proceed to Question 3.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

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

	Yes	No
<p>3. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a criminal investigation?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 3, proceed to Question 3A and, on a separate sheet of paper, state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; and the identity of the person or entity involved.</i></p> <p><i>If you answered "No" to Question 3, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3A. Has any indictment arisen out of any such investigation?</p> <p><i>If you answered "Yes" to Question 3A, proceed to Question 4 and, on a separate sheet of paper, state the following: the name of the person or entity indicted; and the status of any such indictment.</i></p> <p><i>If you answered "No" to question 3A, proceed to Question 4.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. Has any entity (e.g., corporation, partnership, etc.) in which any of the following has an ownership interest of 50% or more in such entity ever been the subject of a civil investigation¹?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor.</p> <p><i>If you answered "Yes" to Question 4, proceed to Question 5 and, on a separate sheet of paper state the following: the court in which the investigation is taking or took place; the approximate date the investigation commenced and, if applicable, concluded; the subject matter of the investigation; the identity of the person or entity involved; and the status of the investigation.</i></p> <p><i>If you answered "No" to question 4, proceed to Question 5.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. Has the Contractor or any of the following ever been debarred from bidding on, or otherwise applying for, any contract with the State of Connecticut or any other governmental authority?</p> <p>(a) A principal of the Contractor; (b) An owner of the Contractor; (c) An officer of the Contractor; (d) A partner in the Contractor; (e) A director of the Contractor; or (f) A stockholder of the Contractor holding 50% or more of the stock of the Contractor.</p> <p><i>If you answered "Yes" to Question 5, proceed to the Certification on the following page and, on a separate sheet of paper please explain.</i></p> <p><i>If you answered "No" to question 5, proceed to the Certification on the following page.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION

Signature: _____
Name (print/type): _____
Title: _____
State Of: _____
County Of: _____

_____, being fully sworn, deposes and says that
he/she is the _____ (Title) of
_____ (Firm Name),
the Contractor herein, that he/she has provided answers to the foregoing questions on the Contractor's
background, and, under the penalty of perjury, certifies that each and every answer is true.

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court

**REQUEST FOR BIDS
FOR
MAINTENANCE AND REPAIRS FOR
THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

SECTION 12

**SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE
CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN**

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

**REQUEST FOR BIDS
FOR
MAINTENANCE AND REPAIRS FOR
THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

SECTION 13

NOTICE OF AWARD



NOTICE OF AWARD

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

PROJECT: Mid-Connecticut

RFB NO.: FY10-OP-009

CONTRACT: Agreement for Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road, Hartford, Connecticut

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [DATE OF BID] in response to CRRA's Notice To Contractors – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the "Agreement for Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road, Hartford, Connecticut" (the "Work").

You are hereby notified that your Bid has been accepted for the Work. The compensation for the Work is as specified in **Exhibit E** ("Compensation Schedule") of the Agreement.

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

- (a) Execute the two the attached counterparts of the non-negotiable Agreement and deliver such executed counterparts to CRRA. Such execution includes entering the requested information in the "Notices" Section (Section 9.15, Page 20) of the Agreement, signing the Agreement (Page 22), printing the signer's name under the signature line (Page 22) and printing the signer's title following the word "Its" (Page 22);
- (b) Execute the attached Contractor's Certification Concerning Gifts and deliver such executed Certification to CRRA;
- (c) Deliver to CRRA the requisite certificates of insurance;
- (d) Deliver to CRRA the requisite Performance Security and Payment Security;

- (e) Complete and deliver to CRRA the attached Form W-9, "Request for Taxpayer Identification Number and Certification;" and
- (f) Satisfy all other conditions set forth herein.

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

If you fail within ten (10) days from the date of this Notice Of Award to perform and complete any of your obligations set forth in items (a) through (e) above, CRRA will be entitled to consider all your rights arising out of CRRA's acceptance of your Bid as abandoned and terminated. CRRA will also be entitled to such other rights and remedies as may be granted at law or in equity.

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

Connecticut Resources Recovery Authority
100 Constitution Plaza, 6th Floor
Hartford, CT 06103
Attention: Ronald Gingerich

Dated this ___ day of ___, 2010.

Connecticut Resources Recovery Authority

By: _____
Ronald Gingerich
Title: Environmental Compliance Manager

ACCEPTANCE OF NOTICE

Receipt of this NOTICE OF AWARD is hereby acknowledged this _____ day of _____, 2010.

By:

Signature: _____

Name (print/type): _____

Title: _____

ATTACHMENT A

To

NOTICE OF AWARD

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**



CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

MAINTENANCE AND REPAIRS FOR THE RAILROAD TRACK GRADE CROSSING ON MAXIM ROAD, HARTFORD, CONNECTICUT

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

Section 4-252 of the *Connecticut General Statutes* requires that a Contractor (i.e., the successful bidder/proposer/statement of qualifications submitter for an Agreement) complete and properly execute this Certification Concerning Gifts at the same time that the Contractor executes the Agreement. If the Contractor fails to make the required certifications, the Contractor shall be disqualified for the Agreement.

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

- 1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
- 2. The Contractor has submitted a bid/proposal/statement of qualifications for the "Agreement for Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road, Hartford, Connecticut" (the "Agreement") to the Connecticut Resources Recovery Authority ("CRRA"), has been selected by CRRA as the successful bidder/proposer/statement of qualifications submitter for the Agreement and is prepared to enter into the Agreement with CRRA; and
- 3. No gifts were made between February 1, 2010 and the date of execution of the Agreement, by
 - (a) The Contractor,
 - (b) Any principals and key personnel of the Contractor who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement, or
 - (c) Any agent of the Contractor or principals and key personnel who participated substantially in preparing the Contractor's bid/proposal/statement of qualifications for or the negotiation of the Agreement

to

- (1) Any public official or employee of CRRA who participated substantially in the preparation of the bid/proposal/qualifications solicitation for or the negotiation or award of the Agreement (such CRRA employees are listed in Table 2 below), or
- (2) Any public official or state employee of any state agency who has supervisory or appointing authority over CRRA (such public officials and state employees are listed in Table 3 below); and

4. No such principals and key personnel of the Contractor or agent of the Contractor or principals and key personnel knows of any action by Contractor to circumvent the prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or state employee; and
5. The Contractor made the bid/proposal/statement of qualifications for the Agreement without fraud or collusion with any person;
6. The information set forth herein is true, to the best of my knowledge and belief, subject to the penalties of false statement.

TABLE 2: CRRA Substantial Participants in the Preparation of the Request for Bids/Proposals for the Agreement

Joe Burgio, Senior Civil Engineer
George Carlson, Facilities Manager
Peter Egan, Director of Environmental Affairs and Development

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

Governor M. Jodi Rell
Senator Donald E. Williams, Jr., President Pro Tempore of the Senate
Senator John McKinney, Minority Leader of the Senate
Representative Christopher G. Donovan, Speaker of the House of Representatives
Representative Lawrence F. Cafero, Jr., Minority Leader of the House of Representatives

Signature: _____
 Name (type/print): _____
 Title: _____
 State Of: _____
 County Of: _____

_____, being fully sworn, deposes and says that he/she is the _____ (Title) of _____ (Firm Name), the Contractor herein, that he/she has read the foregoing statement concerning gifts, and, under the penalty of perjury, certifies that each and every part of said statement is true to his/her best knowledge and belief.

Sworn to before me this _____ day of _____ 20 ____

 Notary Public/Commissioner of the Superior Court

For the purposes of this Certification Concerning Gifts, the following terms are defined as follows:

"Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b of the *Connecticut General Statutes*;
- (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this Affidavit Concerning Gifts, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are

invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

- (12) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (13) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (14) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (15) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

"Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

"Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees.

**REQUEST FOR BIDS
FOR
MAINTENANCE AND REPAIRS FOR
THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

SECTION 14

NOTICE TO PROCEED



NOTICE TO PROCEED

TO: [NAME OF SUCCESSFUL BIDDER CONTACT]
[NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

PROJECT: Mid-Connecticut

CONTRACT NO.: [TO BE ADDED LATER BY CRRA]

CONTRACT: Agreement for Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road, Hartford, Connecticut

You are hereby notified to commence the Work related to the maintenance and repairs for the railroad track grade crossing on Maxim Road, Hartford, Connecticut in accordance with the Agreement, dated [DATE OF AGREEMENT], and that the Contract Time under the Agreement will commence to run on [DATE CONTRACT TIME STARTS]. By this date, you are to start performing the Work required by the Contract Documents. Pursuant to the Agreement, the date for completing all of the Work and having such Work ready for CRRA's acceptance is as follows:

Completion Date: [COMPLETION DATE]

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

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

Connecticut Resources Recovery Authority

By: _____
[NAME OF CRRA OFFICIAL]
Title: [TITLE OF CRRA OFFICIAL]

ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 201_.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR BIDS
FOR
MAINTENANCE AND REPAIRS FOR
THE RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

SECTION 15

**AGREEMENT
FOR
MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

**AGREEMENT
FOR
MAINTENANCE AND REPAIRS
FOR THE
RAILROAD TRACK GRADE CROSSING
ON
MAXIM ROAD, HARTFORD,
CONNECTICUT**

BETWEEN

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

AND

[NAME OF CONTRACTOR]

Dated as of _____, 2010

AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE RAILROAD TRACK GRADE CROSSING ON MAXIM ROAD, HARTFORD, CONNECTICUT

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EXHIBIT M – Contractor's Certification Concerning Gifts

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This **AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE RAILROAD TRACK GRADE CROSSING ON MAXIM ROAD, HARTFORD, CONNECTICUT** (the "Agreement") is made and entered into as of this ____ day of _____, 2010 by and between the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103 (hereinafter "CRRA" or "Owner") and [NAME OF CONTRACTOR], having its principal offices at [ADDRESS OF CONTRACTOR] (hereinafter "Contractor").

PRELIMINARY STATEMENT

WHEREAS CRRA, as a condition of permits it has obtained from the Connecticut Department of Environmental Protection and the City of Hartford to construct and operate the Mid-Connecticut Regional Recycling Center at 211 Murphy Road, Hartford, Connecticut and other municipal solid waste facilities in the area, has accepted financial responsibility to maintain the railroad track grade crossing on Maxim Road in Hartford, Connecticut.

WHEREAS the Maxim Road railroad track grade crossing now requires maintenance and repairs of the track and the highway grade crossing warning devices.

WHEREAS CRRA now desires to enter into this Agreement with Contractor in order for Contractor to provide maintenance and repairs for the railroad track grade crossing on Maxim Road, Hartford Connecticut, and other related work, in accordance with the Contract Documents (the "Project").

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

1. DEFINITIONS, CONSTRUCTION AND INTERPRETATION

1.1 Definitions

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

- (a) "**Addenda**" means written or graphic documents issued prior to the bid due date, which clarify, correct or change any or all of the Contract Documents.
- (b) "**Acceptance Date**" means the date on which CRRA determines that the Work (as defined herein) has been completed by Contractor in accordance with the Contract Documents.
- (c) "**Contract Documents**" means this Agreement (including all exhibits attached hereto), RFB Package Documents, Addenda, Contractor's bid (including all

documentation accompanying such bid, all other documentation submitted in connection with such bid, and all post-bid documentation submitted prior to the Notice Of Award), Notice Of Award, 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 change order issued pursuant to the Contract Documents.

- (d) **“Contract Time”** means 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.
- (e) **“Effective Date”** means the date set forth above in this Agreement.
- (f) **“Engineer”** means a dully authorized agent of CRRA.
- (g) **“Laws And Regulations”** means any and all applicable current or future laws, rules, regulations, ordinances, codes, orders and permits of any and all federal, state and local governmental and quasi-governmental bodies, agencies, authorities and courts having jurisdiction.
- (h) **“Notice Of Award”** means written notification from CRRA to the apparent successful bidder which states that CRRA has accepted such bidder’s bid and sets forth the remaining conditions that must be fulfilled by such bidder before CRRA executes the Agreement.
- (i) **“Owner”** means CRRA.
- (j) **“Owner’s Designee”** or **“Owner’s Representative”** means Engineer or the duly authorized representative of the primary material manufacturer.
- (k) **“Project”** means all of the Work associated with this Agreement.
- (l) **“Site”** means the railroad track grade crossing on Maxim Road in Hartford, Connecticut upon which the Work is to be performed, furnished and completed by Contractor in accordance with the Contract Documents.

1.2 Construction And Interpretation

For purposes of this Agreement:

- (a) Capitalized terms used herein shall have the meanings set forth herein;
- (b) Whenever nouns or pronouns are used in this Agreement, the singular shall mean the plural, the plural shall mean the singular, and any gender shall mean all genders or any other gender, as the context may require;

- (c) Words that have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with “generally accepted accounting principles,” and the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles that are generally accepted as of the Effective Date of this Agreement;
- (e) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or Subsection;
- (f) Reference to any particular party shall include that party’s employees and the authorized agents of that party;
- (g) All references to agreements are references to the agreements as the provisions thereof that may be amended, modified or waived from time to time; and,
- (h) The captions contained in this Agreement have been inserted for convenience only and shall not affect or be effective to interpret, change or restrict the terms of provisions of this Agreement.

2. SCOPE OF WORK

2.1 Contractor’s Responsibilities

Contractor shall be responsible for furnishing all labor, materials, supplies, tools, equipment 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). The Work will involve, but not be limited to, the following:

- (a) The maintenance and repairs for the railroad track grade crossing on Maxim Road, Hartford, Connecticut;
- (b) Performing all of such activities in accordance with and as required by the Contract Documents, including, but not limited to, the general requirements set forth in Exhibit A (the “General Requirements”), the technical specifications set forth in Exhibit B (the “Technical Specifications”) and the plans set forth in Exhibit C (the “Plans”) all of which are attached hereto and made a part hereof;
- (c) Restoring any part of the railroad track grade crossing on Maxim Road, Hartford, Connecticut, the improvements thereon, including but not limited to any access roads, or the Work (as hereinafter defined) that require restoration pursuant to the terms and conditions in Section 4.4 hereof; and

- (d) Making all required notifications and obtaining all local, state, and federal permits and approvals necessary for the completion of the Work.

Items (a) through (d) above are hereinafter collectively referred to as the “Work.”

2.2 Performance and Completion of Work

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

- (a) Any and all instructions, guidance and directions provided by CRRA or Engineer to Contractor;
- (b) The Contract Documents;
- (c) Sound practices for maintenance and repairs of railroad track grade crossings;
- (d) The highest industry standards applicable to Contractor and its performance of the Work hereunder;
- (e) The schedule for the Work set forth in **Exhibit D** attached hereto and made a part hereof; and
- (f) All Laws And Regulations.

Items (a) through (f) above are hereinafter collectively referred to as the “Standards.”

Contractor shall obtain any locally required building or other permits required for the Work, and Contractor shall also assist and fully cooperate with CRRA in obtaining any other applicable permits necessary to begin and complete the Work.

2.3 CRRA’s Responsibilities

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

2.4 Direction of Work

CRRA and/or its Engineer may, where necessary or desired, provide Contractor with instructions, guidance and directions in connection with Contractor’s performance of the Work hereunder. CRRA reserves the right to determine whether Contractor will, upon completion of any phase of the Work, proceed to any or all remaining phases of the Work. If CRRA determines that Contractor shall not proceed with the remaining Work, CRRA shall terminate this Agreement in accordance with Section 4.3 hereof.

2.5 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 2.5, CRRA shall mean CRRA and/or its authorized agents, including but not limited to Engineer.

2.6 Access

CRRA hereby grants to Contractor, during such times as directed by CRRA and/or its Engineer, access to only those areas of the railroad track grade crossing on Maxim Road, Hartford, Connecticut necessary for Contractor to perform the Work hereunder, provided that:

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

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

2.7 Change in Scope of Work

In the event that CRRA determines during the term of this Agreement that any revisions, modifications or changes are necessary to the scope of Work as set forth in Section 2.1 hereof, then pursuant to CRRA's request, Contractor shall promptly commence and perform the 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).

2.8 Site and Subsurface Conditions

All information and data shown or indicated in the Contract Documents with respect to underground facilities, surface conditions, subsurface conditions or other conditions at or contiguous to the Site 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 Site conditions, including but not limited to surface conditions, subsurface conditions and underground facilities. Contractor has carefully studied all such information and data and Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (including but not limited to surface conditions, subsurface conditions and underground facilities) at or contiguous to the Site 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 underground facilities or surface, subsurface or other conditions at or contiguous to the Site 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.

2.9 Proprietary Information

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

2.10 Books and Records

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

2.11 Status of Contractor

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

2.12 Subcontractors

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

2.13 Contractor's Employees

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

2.14 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 Site or any part thereof. Contractor shall not file any mechanic's liens or other liens or security interests against CRRA or any of its properties, including but not limited to the Property. Contractor shall defend, indemnify and hold harmless CRRA against all costs associated with the filing of such liens or interests by Contractor or any of its subcontractors or materialmen. Before any

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

3. COMPENSATION AND PAYMENT

3.1 Compensation

The total amount of compensation to be paid to Contractor by CRRA for the Work hereunder shall not exceed the amount be as set forth in Exhibit E attached hereto and made a part hereof (the "Contract Price"), which Contract Price shall be payable as set forth in Section 3.2 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 and, except as specified in Exhibit E, Contractor shall receive no other compensation from CRRA for its performance under this Agreement.

3.2 Payment Procedure

After Contractor completes the Work, except for the one (1) year warranty period, Contractor shall submit to CRRA a written request for payment for all the Work completed by Contractor. The written request for payment shall be submitted on AIA Forms G702 and G703 and shall include the name of the Project, the contract number, and all of the other information and documentation required.

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 conformance with the Standards, Contractor is not in default hereunder and CRRA does not dispute the amount of the payment requested, then CRRA shall pay Contractor ninety-five (95%) percent of the amount requested (the "Authorized Percentage Sum") within thirty (30) days after CRRA's receipt of such written request, and CRRA shall withhold the remaining five (5%) percent of such amount as retainage ("Retainage"). If, however, CRRA determines that any of the Work for which Contractor has requested payment is not in conformance with the Standards, then CRRA may in its sole and absolute discretion also withhold all or a portion of the Authorized Percentage Sum, and Contractor shall, if requested by CRRA, immediately take, at Contractor's sole cost and expense, all action necessary to render such Work in conformance with the Standards. CRRA shall have no obligation under this Agreement to pay for any Work that CRRA determines has not been performed and/or completed in conformance with the Standards. Within ten (10) days after the Acceptance Date, Contractor shall submit to

CRRA a written request for payment of all Retainage, and, provided Contractor is not in default hereunder and CRRA does not dispute the amount of such requested payment, CRRA shall pay Contractor such Retainage within thirty (30) days after CRRA's receipt of such written request. CRRA shall have no obligation to pay Contractor any amounts due Contractor under this Agreement if Contractor is in default hereunder.

3.3 Accounting Obligations

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

3.4 Withholding Taxes And Other Payments

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

3.5 State of Connecticut Taxes

Pursuant to Section 22a-270 of the *Connecticut General Statutes*, CRRA is exempt from all State of Connecticut taxes and assessments ("Connecticut Taxes"), and the payment thereof. Without limiting the generality of the preceding sentence, the sale of any services or tangible personal property to be incorporated into or otherwise consumed in the operation of a CRRA Project is exempt from Connecticut Taxes, including without limitation Connecticut sales and use taxes, wherever purchased. Accordingly, Contractor shall not include in the Service Fees, and Contractor shall not charge or pass through any Connecticut Taxes to CRRA, including that portion of any combined tax or assessment representing any Connecticut Taxes, regardless of whether Contractor has incurred any Connecticut State Taxes in its performance of the Agreement.

CRRA expresses no opinion as to the eligibility for any tax exemption, or refund or other reimbursement, including without limitation any Connecticut Taxes, with respect to tangible personal property purchased at any location for use in the performance of Services contemplated by this Bid.

Contractor should consult with its tax advisor and/or its attorney, and the Connecticut Department of Revenue Services (“DRS”) and any other applicable tax authority, with regard to such tax authorities’ policies, procedures, recordkeeping and filing requirements for reimbursement of any taxes, including without limitation Connecticut Taxes, paid in the performance of Services contemplated by this Bid, and whether or not there is a mechanism available to Contractor for the reimbursement of taxes, including without limitation Connecticut Taxes, paid on fuel purchased for use in the performance of the Services contemplated by this Bid.

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

4. TERM OF AGREEMENT

4.1 Term

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

4.2 Time is of the Essence

CRRA and Contractor hereby acknowledge and agree that time is of the essence with respect to Contractor’s performance of the Work hereunder. Accordingly, upon 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 D** in order to complete all of the Work and have such Work ready for CRRA’s acceptance at the end of the number of days specified in **Exhibit D** 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 one hundred dollars (\$100.00) 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 4.2 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.

4.3 Termination

CRRA may terminate this Agreement at any time by providing Contractor with ten (10) days' prior written notice of such termination. Upon receipt of such written notice from CRRA, Contractor shall immediately cease performance of all Work, unless otherwise directed in writing by CRRA. Prior to any termination of this Agreement, Contractor shall remove all of its personnel and equipment from the Property, restore any part of the Property, any of the improvements located or to be located thereon, including but not limited to any access roads, or any of the Work that requires restoration pursuant to the terms and conditions of Section 4.4 hereof. Upon termination of this Agreement pursuant to this Section 4.3,

- (a) CRRA shall pay Contractor for all Work performed and completed by Contractor prior to the termination date, provided:

Such Work has been performed and completed by Contractor in conformance with the Standards;
Payment for such Work has not been previously made or is not disputed by CRRA;

Contractor is not in default hereunder; and,

Contractor has performed and completed all its obligations under this Section 4.3 and Section 4.4 hereof to CRRA's satisfaction, and

- (a) CRRA shall have no further liability hereunder.

Except for the payment that may be required pursuant to the preceding sentence, CRRA shall not be liable to Contractor in any other manner whatsoever in the event CRRA exercises its right to terminate this Agreement.

4.4 Restoration

Unless otherwise directed in writing by CRRA, Contractor shall:

- (a) Restore any part of the railroad track grade crossing on Maxim Road, Hartford Connecticut or any of the improvements located or to be located thereon, other than those areas of said railroad track grade crossing or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage; and
- (b) Restore or repair any completed Work so disturbed or damaged to the condition required by the Contract Documents for acceptance of such Work by CRRA.

5. INDEMNIFICATION

5.1 Contractor's Indemnity

Contractor shall at all times defend, indemnify and hold harmless CRRA and its board of directors, officers, agents and employees from and against any and all claims, damages, losses, judgments, liability, workers' compensation payments and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property or any other damages alleged to have been sustained by: (a) CRRA or any of its directors, officers, agents, employees or other contractors, or (b) Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or (c) any other person, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen. Contractor further undertakes to reimburse CRRA for damage to property of CRRA caused by Contractor or any of its directors, officers, agents, employees, subcontractors or materialmen, or by faulty, defective or unsuitable material or equipment used by it or any of them. The existence of insurance shall in no way limit the scope of this indemnification. Contractor's obligations under this Section 5.1 shall survive the termination or expiration of this Agreement.

5.2 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 workmanship, equipment, and 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 workmanship, equipment or materials is or has become defective, Contractor shall, at its own cost and expense, promptly repair or replace such defective workmanship, equipment or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such workmanship, equipment or materials required under this Section 5.2 must be approved by CRRA before Contractor may commence performance of such 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 5.2 shall survive the termination or expiration of this Agreement.

6. INSURANCE

6.1 Required Insurance

At all times during the term of this Agreement, Contractor shall, at its sole cost and expense, procure and maintain for the duration of the contract, insurance against claims for injuries to

persons or damages to property which may arise from or in connection with the performance of the work hereunder performed by the Contractor, its agents, employees or subcontractors.

6.1.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Commercial General Liability written on an Occurrence policy form;
- (b) Automobile Liability insurance Combined Single Limit;
- (c) Workers' Compensation insurance as required by the State in which work is being done;
- (d) Employers' Liability insurance;
- (e) Excess/Umbrella Liability insurance;
- (f) Railroad Protective Liability insurance;
- (g) Pollution Liability insurance; and
- (h) Professional Liability insurance.

6.1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (a) General Liability:
 - \$1,000,000 Each Occurrence;
 - \$2,000,000 General Aggregate;
 - \$2,000,000 Products-Completed Operations Aggregate; and
 - \$1,000,000 Personal and Advertising Injury.
- (b) Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage;
 - include Owned, Hired, and Non-Owned Auto Liability.
- (c) Workers' Compensation:
 - Statutory Limits.

(d) Employers' Liability:

\$1,000,000 Each Accident;
\$1,000,000 Disease-Policy Limit; and
\$1,000,000 Disease-Each Employee.

(e) Excess/Umbrella:

\$5,000,000 Each Occurrence/Aggregate; schedule the General Liability, Automobile Liability, and Employers Liability and follow form with the underlying terms.

(f) Railroad Protective Liability:

\$3,000,000 Each Occurrence, \$6M Aggregate in the name of the Connecticut Southern Railroad and CRRA, the owner of the Property, form CG 00 35.

- (1) The declarations page shall include a concise designation of the "job location" and the "work" to which coverage will apply.
- (2) Include Coverage A which covers the insured railroad's liability for bodily injury or property damage.
- (3) Include Coverage B which provides direct, first-party property coverage against physical damage to property owned by or leased to the railroad, or in the possession of the railroad under a lease or trust agreement.
- (4) Include a Pollution Exclusion amendment CG 28 31 which modifies the pollution exclusion by making an exception for injury or damage arising out of fuels or brought on or to the job site when the insured railroad is not a contracting party. It is to be used only if the operations designated in the declarations are not performed for the insured railroad.

(g) Pollution Liability:

\$1,000,000 Each Occurrence.

(h) Professional Liability:

\$1,000,000 Each Occurrence.

6.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by CRRA. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, Contractor shall pay such deductible.

6.3 Other Insurance Provisions

All policies are to contain, or be endorsed to contain, the following provisions:

- (a) CRRA needs to be included as additional insured on all liability insurance including General Liability, Excess Liability, Automobile Liability and Pollution Liability. The General Liability Additional Insured endorsement must include “on-going operations” and “completed operations” coverage for the additional insured.
- (b) Coverage cannot be cancelled, materially changed, or non-renewed without at least 30 days written notice to CRRA.
- (c) Contractor’s insurance must be primary and no contributions shall be permitted from any insurance or self-insurance of CRRA.
- (d) Contractor waives, and requires their insurers to waive by endorsement, subrogation rights against CRRA for losses and damages incurred under the insurance policies required by the subcontract agreement.

6.4 Acceptability of Insurance

Insurance companies must be rated A-VII or better by A.M. Best. Insurance carriers should be lawfully authorized to do business in the jurisdiction where the work is being performed, unless otherwise approved by CRRA.

6.5 Verification of Coverage

No work will be performed by Contractors until a certificate of insurance is submitted complying with all these insurance requirements.

6.6 Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

7. SECURITY FOR FAITHFUL PERFORMANCE

7.1 Required Security

Contractor shall procure and maintain in full force and effect, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the following (collectively referred to as the “Bonds”):

- (a) A performance bond (the “Performance Bond”) in the full amount of the Contract Price and such Performance Bond shall be in and drawn on the form set forth in **Exhibit F** attached hereto and made a part hereof; and
- (b) A payment bond (the “Payment Bond”) in the full amount of the Contract Price and such Construction Payment Bond shall be in and drawn on the form set forth in **Exhibit G** attached hereto and made a part hereof.

CRRA will not accept any modifications to either the Performance Bond form set forth in **Exhibit F** or the Payment Bond form set forth in **Exhibit G** other than the insertion in the spaces on the forms of the information requested by the forms.

7.2 Submission Of Security

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

- (a) The Performance Bond; and
- (b) The Payment Bond.

7.3 Specific Requirements – Performance Bond and Payment Bond

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

7.4 Failure To Maintain The Security

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

7.5 Exercise Of Rights And Remedies

In the event Contractor fails to perform any of its obligations under this Agreement, CRRA shall have the right, in addition to all other rights and remedies available to CRRA hereunder

or otherwise, to exercise any or all of CRRA's rights and remedies under the Performance Bond and the Payment Bond.

7.6 Issuing Companies

The Performance Bond and the Payment Bond shall be issued and executed by a surety company or companies acceptable to CRRA.

8. MISCELLANEOUS

8.1 Non-Discrimination

Contractor agrees to the following:

- (a) Contractor agrees and warrants that, in the performance of the Services 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, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Contractor that such disability prevents performance of the Services involved;
- (b) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (The "Commission");
- (c) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union, workers' representative and vendor of Contractor's commitments under Sections 4a-60 and 4a-60a of the *Connecticut General Statutes* and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (d) Contractor agrees to comply with each applicable provision of Sections 4a-60, 4a-60a, 46a-68e, and 46a-68f, inclusive, of the *Connecticut General Statutes* and with each regulation or relevant order issued by the Commission pursuant to Sections 46a-56, 46a-68e, and 46a-68f of the *Connecticut General Statutes*; and
- (e) Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of Contractor as related to the applicable provisions of Sections 4a-60, 4a-60a and 46a-56 of the *Connecticut General Statutes*.
- (f) If this Agreement is a public works contract, Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials in such public works project.

8.2 Entire Agreement

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

8.3 Governing Law

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

8.4 Assignment

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

8.5 No Waiver

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

8.6 Modification

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

8.7 Prevailing Wages

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

8.8 Notices

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

(a) If to CRRA:

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

With a copy to:

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

(b) If to Contractor:

Attention: _____

8.9 Benefit and Burden

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

8.10 Severability

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

8.11 Counterparts

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

8.12 Campaign Contribution And Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the

State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit J [SEEC Form 11].

8.13 Affidavit Concerning Nondiscrimination

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

8.14 Affidavit Concerning Consulting Fees

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

8.15 Contractor's Certification Concerning Gifts

At the time of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Contractor's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit M.

8.16 President's Certification Concerning Gifts

At the time of the President of CRRA's execution of this Agreement, the President of CRRA simultaneously executed a document entitled President's Certification Concerning Gifts and said document is attached hereto and made a part of this Agreement as Exhibit N.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

CONNECTICUT RESOURCES RECOVERY AUTHORITY

By: _____
Thomas D. Kirk
Its President
Duly Authorized

[CONTRACTOR]

By: _____
_____ [Print/Type Name]
Its _____ [Title]
Duly Authorized

EXHIBIT A

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

<u>Section</u>	<u>Title</u>
01010	Summary of Work
01025	Measurement and Payment
01039	Coordination and Meetings
01300	Submittals
01340	Shop Drawings
01400	Quality Control (QC)
01410	Testing Laboratory Services
01600	Material and Equipment
01700	Contract Closeout
01740	Warranties and Bonds

**SECTION 01010
SUMMARY OF WORK**

Part 1. GENERAL

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. CRRA is seeking bids from qualified railroad contractors to furnish all tools, materials, labor, equipment and incidentals thereto to provide maintenance repairs of the track and the highway grade crossing warning devices at the Maxim Road railroad crossing, Hartford, Connecticut.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Furnish all tools, materials, labor, equipment and incidentals thereto for the following:
 - 1. Rebuild the Maxim Road track and grade crossing surface replacing approximately 160 feet of rail (both sides) west of the centerline of Maxim Road, and approximately 140 feet (both sides) east of the centerline of Maxim Road;
 - 2. Replace all ties within the roadway and others as marked;
 - 3. Install new, heavy duty "rail seal" throughout the grade crossing area;
 - 4. Repair approximately 23 feet of roadway surface (asphalt) extending north and south from the rail centerline at Maxim Road;
 - 5. Provide, install and properly test new 12" LED flashing lights, batteries, chargers, signage, and other railroad signal items;
 - 6. Perform construction activities required to minimize soil erosion and sedimentation;
 - 7. Support maintenance and protection of traffic operation;
 - 8. Cleaning up, disposing of waste and debris and demolition materials, and restoring the work site to original condition; and
 - 9. Perform all other work required to complete the Project.

1.4 WORK SITE LOCATION

- A. Maxim Road Railroad Crossing
Hartford, Connecticut

1.5 CONTRACTOR USE OF WORK SITE AND PREMISES

- A. Limit use of work site and premises to allow railroad operations.

1.6 WORK SEQUENCE

- A. The total contract time will be **30 days**, beginning at a date to be specified in the Notice to Proceed.

1.7 OWNER OCCUPANCY

- A. The Contractor must coordinate any short term track outage outside the three-day road was closure with the CSO railroad.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's and railroad 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 the railroad.
- C. Schedule the Work to accommodate this requirement. This may require off-hour work and will require weekend work to perform track repairs within the roadway and all roadway repairs.

Part 2. PRODUCTS

Not used

Part 3. EXECUTION

Not used

END OF SECTION

**SECTION 01025
MEASUREMENT AND PAYMENT**

Part 1. GENERAL

1.1 SECTION INCLUDES

- A. Schedule of Values
- B. Format
- C. Preparation of Applications
- D. Submittal Procedures
- E. Substantiating Data

1.2 RELATED SECTIONS

- A. Agreement
- B. Standard General Conditions
- C. Supplementary Conditions
- D. Section 01700 - Contract Closeout

1.3 SCHEDULE OF VALUES

- A. Submit Schedule of Values in duplicate within ten (10) days after Effective Date of Agreement or date established in Notice to Proceed.
- B. Submit at least the following:
 - 1. Mobilization
 - 2. Progress Schedule
 - 3. Demolition of Portion of Existing building in phases
 - 4. Construction of new building addition in phases
 - 5. Staging and Traffic control
 - 6. Scale and unattended scale house with related accessories
 - 7. Site work
 - 8. Electrical work
 - 9. Miscellaneous work
 - 10. Clean-up
 - 11. Contract Closeout
- C. Include within each line item, a directly proportional amount of the CONTRACTOR'S overhead and profit.
- D. Revise schedule to list approved Change Orders, with each Application for Payment.

1.4 FORMAT

- A. Form AIA G702 and G703 (or approved substitute) Application for Payment (included at the end of this section).
- B. Utilize Schedule of Values for listing items in Application for Payment.
- C. Provide a column for listing each of the following items. Items Number; Description of Work; Scheduled Value; Previous Applications; Work in Place and Stored Materials under this Application; Authorized Change Orders; Total Completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

1.5 PREPARATION OF APPLICATIONS

- A. Present required information in typewritten form.
- B. Execute certification by signature of authorized officer.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- E. Application for Final Payment: as specified in Section 01700.

1.6 SUBMITTAL PROCEDURES

- A. Submit three (3) copies of each Application for Payment.
- B. Submit an updated construction schedule with each Application for Payment.
- C. Payment Period: at intervals stipulated in the Agreement.
- D. Submit under transmittal letter specified in Section 01300.

1.7 SUBSTANTIATING DATA

- A. When Engineer requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one (1) copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

Part 2. PRODUCTS

Not used

Part 3. EXECUTION

Not used

END OF SECTION

**SECTION 01039
COORDINATION AND MEETING**

Part 1. GENERAL

1.1 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Pre-construction meeting.
- D. Progress meetings.
- E. Pre-installation meeting.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals.

1.3 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual and Plans to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- C. Coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER'S activities.

1.4 FIELD ENGINEERING

- A. Confirm drawing dimensions and elevations.
- B. Submit a copy of as-built drawings in conformance with the Contract Documents.

1.5 PRE-CONSTRUCTION MEETING

- A. OWNER will schedule a meeting after Notice of Award.
- B. Attendance Required: OWNER, ENGINEER, and CONTRACTOR.
- C. Agenda:
 - 1. Submission of executed bonds and insurance certificates.
 - 2. Distribution of Contract Documents.
 - 3. Submission of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.

4. Designation of personnel representing parties in Contract.
 5. Procedures and processing of field decisions, submittals, and substitutions, Applications for Payments, proposal request, Change orders and Contract Closeout procedures.
 6. Scheduling.
- D. Record minutes and distribute copies within three (3) days after meeting to participants and those affected by decisions made.

1.6 PROGRESS MEETINGS

- A. OWNER will schedule and administer meetings throughout progress of the Work.
- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- C. Attendance Required: CONTRACTOR, major Subcontractors and Suppliers, OWNER, and ENGINEER, as appropriate to agenda topics for each meeting.
- D. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems, which impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to the Work.
- E. Record minutes and distribute copies within two (2) days after meeting to participants and those affected by decisions made.

1.7 PRE-INSTALLATION MEETING

- A. When required in individual specification sections, convene a pre-installation meeting at work site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify OWNER five (5) days in advance of meeting date.

D. Prepare agenda and preside at meeting:

1. Review conditions of installation, preparation and installation procedures.
2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants and those affected by decisions made.

Part 2. PRODUCTS

Not used

Part 3. EXECUTION

Not used

END OF SECTION

SECTION 01300 SUBMITTALS

Part 1. GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Manufacturer's certificates

1.2 RELATED SECTIONS

- A. Section 01340 - Shop Drawings
- B. Section 01400 - Quality Control
- C. Section 01410 - Testing Laboratory Services
- D. Section 01700 - Contract Closeout
- E. Section 01740 - Warranties and Bonds

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a transmittal letter, except Shop Drawings which will be submitted as specified in Section 01340.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the Project, and deliver to Engineer with a copy to Owner. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- F. Provide space for Contractor and Engineer review stamps.
- G. Revise and resubmit, identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- I. Submittals not requested will not be recognized or processed.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 10 days after date established in Notice to Proceed.
- B. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version. Progress Reports shall include the following:
 - 1. Listing of target delivery dates for material.
 - 2. A narrative of any problem experienced by the Contractor that could impact progress.
- D. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.

1.5 MANUFACTURER CERTIFICATES

- A. Submit certifications by manufacturer to Engineer for all materials required on the project, in quantities specified for Product Data.,
- B. Indicate material of Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certification as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

Part 2. PRODUCTS

Not Used

Part 3. EXECUTION

Not Used.

END OF SECTION

**SECTION 01340
SHOP DRAWINGS**

Part 1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. Shop drawing submittal procedures.
- B. ENGINEER'S review.
- C. Shop drawing schedule.
- D. Number of copies.
- E. Project record documents.

1.2 RELATED SECTIONS

- A. Standard General Conditions.
- B. Supplementary Conditions
- C. Section 01300 - Submittals.

1.3 SHOP DRAWING SUBMITTAL PROCEDURES

- A. Coordinate and check all Shop Drawings furnished by suppliers and Subcontractors for accuracy and for conformance with requirements of the Contract Documents.
- B. Attach a copy of a Shop Drawing Transmittal form to each group of Shop Drawings, manufacturer's literature, equipment data and samples submitted. Use a sufficient number of Shop Drawing Transmittal forms to provide for the following:
 - 1. Items on a single transmittal form pertain to the same Specification Section.
 - 2. Items on a single transmittal form are either all original submittals or the same number resubmittal.
 - 3. Each material sample is listed on a separate transmittal form.
- C. Number each submittal consecutively and insert the number in the space provided on the transmittal form. Assign re-submittals the same transmittal number as the original with a suffix of a sequential letter to indicate the resubmittal. For example, the first resubmittal or submittal 25 would be number 25A.
- D. Insert the applicable Specification Section number in the space provided.
- E. Enter the number of each item Submitted.
- F. Indicate whether the submittal is an original submittal, a first resubmittal or a higher numbered resubmittal by checking the proper box.

- G. Indicate the number of resubmittal for second or higher number re-submittals.
- H. Complete the information required under the column headings "Manufacturer", "Manufacturer's Number", "Revision Number" and "Subject". Select a brief title under "Subject" which clearly distinguishes the equipment or material covered by the transmittal from other equipment and material furnished under the Contract.
- I. Complete the certification at the bottom of the Shop Drawing Transmittal form indicating whether or not the submittal is in strict accordance with the Contract Documents. Specifically note all deviations, if any, from the Contract Documents and reasons therefore in the space provided on the Shop Drawing Transmittal form or in a referenced serial letter.
- J. Sign and date the Shop Drawing Submittal form.
- K. Submittals which do not have a fully completed Shop Drawings Transmittal form will be returned along with un-reviewed attachments. Such submittals, even though incomplete, will be counted as a submittal. See Supplementary Conditions.

1.4 ENGINEER'S REVIEW

- A. ENGINEER'S review will be completed within a reasonable time after receipt by ENGINEER of each submittal in proper sequence and will be returned to CONTRACTOR with one of the following markings:
 - 1. "No Exception Taken" indicates submittal has been reviewed and appears to be in conformance with requirements of the Contract Documents. CONTRACTOR may proceed with construction shown on the submittal.
 - 2. "Make corrections noted" indicates submittal appears to be in conformance with requirements of the Contract Documents. CONTRACTOR shall incorporate the corrections noted and may proceed with construction shown on the submittal. No resubmittal is required.
 - 3. "Revise and Resubmit" indicates submittal does not appear to be in conformance with the Contract Documents. ENGINEER'S comments will be noted on the submittal or in a separate letter. CONTRACTOR shall recheck, make necessary revisions and resubmit.
 - 4. "Reference" indicates submittal gives general information incidental to but not required for construction.
- B. Review of conformance with design concepts and compliance with Contract Documents does not require ENGINEER to review features solely related to construction or all dimensions, quantities and other data. CONTRACTOR shall not rely on ENGINEER'S approval as a verification or check of all such items in the submittal or of satisfactory and safe installation and construction.

CONTRACTOR shall verify all fabrication and installation requirements, quantities and dimensions.

1.5 SHOP DRAWING SCHEDULE

- A. Include the following:
 - 1. Description of each submittal.
 - 2. Date by which each submittal will be delivered to ENGINEER.
 - 3. Date by which each submittal must be approved to maintain construction schedule.
 - 4. Relevant Specification Section Reference.
- B. Allow reasonable time for ENGINEER to review Shop Drawings and for possible resubmittal.

1.6 NUMBER OF COPIES

- A. Submit the following:
 - 1. Four (4) copies in addition to the number the CONTRACTOR wants returned of each Shop Drawing which has been specifically prepared for the Work.
 - 2. Five (5) copies in addition to the number the CONTRACTOR wants returned of all pre-printed manufacturer's data, brochures, Suppliers, information and other information submitted as Shop Drawings.
 - 3. Five (5) samples except as otherwise specified.

1.7 PRESENTATION

- A. Present in a clear and thorough manner.
- B. Identify field dimensions, show relation to adjacent or critical features or Work.
- C. Provide space for CONTRACTOR and ENGINEER review stamps.
- D. Use sheet size of not less than 8 1/2 by 11 inches and not more than 28 by 40 inches.

Part 2. PRODUCTS

Not used

Part 3. EXECUTION

Not used

END OF SECTION

SECTION 01400 QUALITY CONTROL

Part 1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance - control of installation.
- B. Tolerances.
- C. References.
- D. Inspecting and testing laboratory services.
- E. Manufacturers, field services and reports.

1.2 RELATED SECTIONS

- A. Section 01300 Submittals: Submission of manufacturers' instructions and certificates.
- B. Section 01410 Testing Laboratory Services.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce workmanship of specified quality.

1.4 TOLERANCES

- A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from ENGINEER before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES

- A. For Products or workmanship specified by association, trade, or other consensus standards, complies with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties to the agreement nor those of the Engineer shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 INSPECTION AND TESTING SERVICES

- A. Contractor will appoint and employ services of an independent firm to perform inspecting and testing as specified in Section 01410.
- B. The independent firm will perform inspections, tests, and other services as required by the Engineer or the Owner.
- C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Engineer or the Owner.
- D. Reports will be submitted by the independent firm to the Engineer in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing or inspecting does not relieve Contractor to perform Work to contract requirements.
- G. If any work is found to be defective in any respect because of a fault of the Contractor, or if any work has been covered over without the approval or consent of the Owner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction,

including labor, material, services or required consultants, additional supervision, and the Owner's administration costs. Said costs will be charged to the Contractor by deducting inspection and testing charges from the contract price.

Part 2. PRODUCTS

Not used

Part 3. EXECUTIONS

Not used

END OF SECTION

SECTION 01410
TESTING LABORATORY SERVICES

Part 1. PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Selection and payment.
- B. Contractor submittals.
- C. Laboratory responsibilities.
- D. Laboratory reports.
- E. Limits on testing laboratory authority.
- F. Contractor responsibilities.
- G. Schedule of inspections and tests.

1.2 RELATED SECTIONS

- A. General Conditions: Inspections, testing, and approvals required by public authorities.
- B. Section 01300 - Submittals: Manufacturer's certificates.
- C. Section 01400 - Quality Control
- D. Section 01700 - Contract Closeout: Project record documents.
- E. Contract Drawing Specification Requirements: Inspections and tests required, and standards for testing.

1.3 REFERENCES

- A. ASTM C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- B. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- C. ASTM E329 - Practice for Use in the Evaluation of Inspection and Testing Agencies as Used in Construction.
- D. ASTM E543 - Practice for Determining the Qualification of Nondestructive Testing Agencies.
- E. ASTM E548 - Practice for Preparation of Criteria for Use in the Evaluation of Testing Laboratories and Inspection Bodies.
- F. ASTM E699 - Practice for Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM-Committee E6.

1.4 SELECTION AND PAYMENT

- A. Employment and payment for services of an independent testing laboratory to perform specified inspecting and testing, by Contractor
- B. Employment - of testing laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

1.5 QUALITY ASSURANCE

- A. Comply with requirements of ASTM C1077, ASTM D3740, ASTM D4561, ASTM E329, ASTM E543, ASTM E548, and ASTM E699.
- B. Laboratory: Authorized to operate in State in which Project is located.
- C. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
- D. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.6 CONTRACTOR SUBMITTALS

- A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Submit copy of report of laboratory facilities inspection made by materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.7 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
- C. Perform specified inspecting, sampling, and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.

F. Perform additional inspection and tests required by Engineer.

1.8 LABORATORY REPORTS

A. After each inspection and test, promptly submit three (3) copies of laboratory report to Engineer, and to Contractor.

B. Include:

1. Date issued,
2. Project title and number,
3. Name of inspector,
4. Date and time of sampling or inspection,
5. Identification of product and specifications section,
6. Location on the site,
7. Type of inspection or test,
8. Date of test,
9. Results of tests,
10. Conformance with Contract Documents.

C. When requested by Engineer or owner, provide interpretation of test results.

1.9 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of Contractor.

D. Laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.

B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers, facilities.

C. Provide incidental labor and facilities:

1. to provide access to Work to be tested,
2. to obtain and handle samples at the site or at source of Products to be tested,
3. to facilitate tests and inspections,
4. to provide storage and curing of test samples.

- D. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring inspecting and testing services.

1.11 SCHEDULE OF INSPECTIONS AND TESTS

- A. Provide supervision, labor, equipment, materials to conduct the tests and inspection.

Part 2. PRODUCTS

Not Used

Part 3. EXECUTION

Not Used

END OF SECTION

**SECTION 01600
MATERIAL AND EQUIPMENT**

Part 1. GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals.
- B. Section 01400 – Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Product: Means new material, -machinery, components, fixtures and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Product may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacture for components being replaced.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.

- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide off -site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of-Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.
- J. After receipt of products, the Contractor assumes responsibility for loss and damage including but not limited to breakage, corrosion, weather damage and distortion.
- K. Notify Owner and Engineer in writing upon acceptance of a shipment.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.7 SUBSTITUTIONS

- A. Engineer will consider requests for Substitutions only within 15 days after date established in Notice to Proceed.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.

- C. Document each request with complete data substantiating Compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse owner and Engineer for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
 - 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

Part 2. PRODUCTS

Not used.

Part 3. EXECUTION

Not Used.

END OF SECTION

**SECTION 01700
CONTRACT CLOSEOUT**

Part 1. GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Project record documents.
- D. As-built and conformed to Construction Record Drawings.
- E. Warranties and Bonds.

1.2 RELATED SECTIONS

- A. Standard General Conditions
- B. Supplementary Conditions
- C. Section 01025 - Measurement and Payment
- D. Section 01300 - Submittals
- E. Section 01340 - Shop Drawings
- F. Section 01740 - Warranties and Bonds

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals to Engineer and Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and balance due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- C. Clean site; sweep paved areas.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.5 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by owner.
- C. Store record documents separate from documents, used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured elevations of buried piping.
 - 2. Measured locations of existing buried utilities and appurtenances encountered during the progress of the work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract drawings.

1.6 AS-BUILT AND CONFORMED TO CONSTRUCTION RECORD DRAWINGS

- A. As-built for products: In accordance with Section 01340.
- B. Conformed to construction Record Drawings: One complete set of full size prints marked to show changes and revisions to date of the project completion.

1.7 WARRANTIES AND BONDS

- A. Submit in accordance with Section 01740.

Part 2. PRODUCTS

Not Used

Part 3. EXECUTION

Not Used

END OF SECTION

**SECTION 01740
WARRANTIES AND BONDS**

Part 1. GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal.
- B. Time and schedule of submittals.

1.2 RELATED' SECTIONS

- A. Instruction to Bidders
- B. General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- C. Section 01700 - Contract Closeout: Contract closeout procedures.
- D. Section 01700 - Contract Closeout.
- E. Contract Drawing Specifications: Warranties required for specific Products or Work.

1.3 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 inch three ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with

Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals' when required.
- D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

- A. Make submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- B. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

Part 2. PRODUCTS

Not Used

Part 3. EXECUTION

Not Used

END OF SECTION

EXHIBIT B

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

TECHNICAL SPECIFICATIONS

**SPECIFICATIONS FOR:
MAXIM ROAD – REPAIRS TO RAILROAD TRACK AND
GRADE CROSSING WARNING DEVICES (SIGNALS)**

Project Description

The Connecticut Resources Recovery Authority (CRRA) owns and operates a materials recovery facility located at 211 Murphy Road in the City of Hartford, CT. The railroad siding that provides access to CRRA's site originates to the north of the CRRA facility and crosses Maxim Road at a highway-rail grade crossing.

Scope of Work

This Specification describes work required for the "Maxim Road - Repairs to Railroad Track and Grade Crossing Warning Devices" Project and includes the procurement and installation of all track, roadway, grade crossing warning devices (signals), and other required materials, equipment and labor to facilitate the replacement of existing rail, ties, rubber rail seal, insulated rail joints, compromise rail joints, various other track material (OTM), and grade crossing signal system components within the Maxim Road Project Work Limits, as designated in this Specification and on the Contract Drawings.

Part 1.0 General Information

- a) The Connecticut Southern Railroad (CSO) operates regular freight rail service over Maxim Road grade crossing.
- b) To facilitate track maintenance repairs, CRRA will arrange for a three-day road closure (Saturday, Sunday, Monday) of the Maxim Road grade crossing with the City of Hartford. It is anticipated that the Contractor will complete all required track work within the grade crossing, including paving, during the three-day road closure.
- c) Track and roadway preparation work should be done before and after the scheduled road closure as necessary, including, but not limited to pavement saw cutting, thermite rail welding, preparation of track to be removed outside the roadway, etc.
- d) Protection of Traffic, notice of roadway closure, and application of any roadway markings will be performed by the City of Hartford and are not the responsibility of the Contractor.
- e) The Contractor shall coordinate all required roadway, track, and grade crossing signal work to ensure a safe and efficient work environment.
- f) All bidders shall provide a list of sub-contractors at the time of Bid and identify the work to be done by each sub-contractor.

1.1 Project Safety

- a) The Contractor shall coordinate all work required on this project with CSO, CRRA, and the City of Hartford, as appropriate to ensure a safe work environment. The Contractor shall also coordinate with CSO any necessary track occupancy or track

outage prior, during, and subsequent to the roadway closure to minimize freight rail service interruptions.

- b) The Contractor shall also be responsible for the repairs and equipment replacements for the grade crossing signals, coordination with CSO and notification to them of the removal of the warning devices from service to facilitate track and roadway work, subsequent repairs and testing, and placement of the new facilities in service.
- b) The Contractor is responsible for maintaining a safe work environment throughout all work performed on this Project, and must supervise all sub-contractors to ensure they are also providing a safe work environment.

1.2 Engineering Documents – As Information

Document Title	Date	Sheets
Maxim Road Crossing Reconstruction, URS Corporation AES	11/02/09	3
Maxim Road As-In-Service Plans; Plan No. 180635 “Manually Activated – Automatic Clear Highway Grade Crossing Signal System”	6/22/09 REV 1	5

1.3 Engineering References

- a) Reference is made to the attached URS Corporation Drawing Numbers C-1.0, C-2.0, and C-3.0. The Contractor shall supply materials, equipment, and labor for providing accurate horizontal and vertical stationing for all track and roadway work as required.
- b) It is the Contractor’s responsibility that the final track surface and alignment provide proper drainage within the roadway surface. The Contractor shall consult the URS Corporation Drawing Number C-1.0 showing site plan information and make field adjustments as necessary to confirm the final “top of rail” height within the roadway will provide proper roadway drainage without excessive raise prior to final track surfacing.
- c) The following Codes, Regulations, Reference Standards and Specifications are hereby included, by reference:
 - 1. American Railway Engineering and Maintenance Association, (AREMA), Manual for Railway Engineering (current edition)
 - 2. American Railway Engineering and Maintenance Association (AREMA) Portfolio of Track work Plans (current edition)
 - 3. American Society for Testing and Materials (ASTM) E164-Ultrasonic Contact Examination of Weldments (for all thermite field welds)
 - 4. American Wood Preserver’s Association Standards (AWPA)
 - 5. Railway Tie Association Standards (RTA)
 - 6. Code of Federal Regulations, Title 49, Federal Railroad Association, Part 213,

Track Safety Standards

7. Code of Federal Regulations, Title 49, Federal Railroad Administration, Part 234, Grade Crossing Signal System Safety
 8. Northeast Operating Rules Advisory Committee (NORAC), 9th Edition
 9. Manual on Uniform Traffic Control Devices (MUTCD), latest edition
 10. State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004, including any interim and supplemental specifications.
 11. Other Federal, state, railroad, or other Rules, as applicable
- d) All Track material types, installation, and testing methods utilized for this project shall conform to the AREMA Manual for Railway Engineering, current edition, FRA CFR 49, Part 213, as specified in these Specifications and otherwise approved by CRRA. The AREMA Manual for Railway Engineering chapters include, but are not necessarily limited to, the following:
- Chapter 1, Roadway & Ballast
 - Chapter 3, Ties and Wood Preservation
 - Chapter 4, Rail
 - Chapter 5, Track
- e) All grade crossing signal material types, installation, and testing methods shall conform to AREMA C&S Manual, Volumes 1,2,3,4 & 5 and acceptable railroad signal practices as determined by CRRA or it's designate.

1.4 Project Work Limits

- a) For the purposes of location clarity and direction consistency and as indicated on URS plan C-1.0, the railroad track direction is NORTH and SOUTH; Maxim Road (roadway) direction is EAST and WEST at the grade crossing.
- b) The Project Work Limits for all track and grade crossing signal repair work performed on this Project are shown on the URS Corporation Drawing Numbers C-1.0, C-2.0, and C-2.3 for reference. They are described herein as extending from the centerline of Maxim Road to the WEST approximately one hundred sixty (160') feet; and extending from the centerline of Maxim Road to the EAST approximately one hundred forty (140') feet.
- c) The Project Work Limits expressed herein are based upon the installation of new 136RE rail through the grade crossing and extending approximately twenty (20') feet beyond each of the two (2) insulated rail joints to the NORTH and approximately twenty (20') beyond each of the two (2) insulated rail joints to the SOUTH and connection to the existing rail with new compromise rail joints.
- d) The Project Work Limits for all roadway work performed on this Project are shown on the URS Corporation Drawing Numbers C-1.0, C-2.0 and C-3.0 for reference. They are described herein as extending from the centerline of Maxim Road to the

WEST (as referenced from Railroad North and South) approximately twenty three (23') feet; and extending from the centerline of Maxim Road to the EAST approximately twenty three (23') feet.

1.5 Project Schedule

- a) The Contractor must submit a proposed Project Schedule with the Bid proposal. The Project Schedule shall include a 3-day (Saturday, Sunday, Monday) road closure to facilitate all work within the roadway limits, estimated total number of calendar days for all work to be performed, and also the estimated number of calendar days required for the track to be deemed "out of service" for use by CSO for local freight rail service.
- b) The Schedule shall include the Contractor's proposed Project start date and anticipated end date for performing all work required for this Project. In determining the Schedule, the Contractor should consider all railroad track and signal work, roadway work, and any other incidental activities necessary for Project completion. In determining calendar days, the Contractor should consider possible weather and local conditions for this area.
- c) In the event of an unanticipated weather or other event during the Project, the Contractor must advise CRRA of the anticipated effect on the Schedule, along with the Contractor's plan to mitigate the delay, if possible. No extra costs for weather or other delay will be considered unless agreed to in writing by CRRA.

1.6 Site Clearing

- a) The Contractor shall be responsible for removal of unsuitable grubbed, excavated, and other site materials in a proper manner. This includes the disposal of all unsuitable roadway and track materials during removal and replacement of the track and roadway.

1.7 Working and Flagging Near Tracks

- a) The Contractor will advise CSO and CRRA who the designated Railroad Employee-In-Charge (EIC) will be throughout the Project. The EIC shall have the means to immediately communicate with CSO and CRRA's designated Project contact about any emergency, present status of work, location of trains, or other information related to a safe and efficient workplace. The EIC or another Contractor employee shall be designated as railroad Flagman for any railroad movements within the work zone during the Project.
- b) The Contractor shall be solely responsible for all aspects of work site and railroad safety, including maintaining proper contact with CSO to facilitate required track outages, advising the status of Maxim Road grade crossing signals, and any other railroad related issue affecting safe train operations. As necessary, the Contractor shall permit CSO trains to safely occupy the track within the work zone, except during the 3-day road closure when the track will be under the direct control of the Contractor.
- c) The Contractor shall be responsible for the status of the grade crossing signals

throughout the Project Schedule and until CRRA has formally accepted the Project as complete. The Contractor shall have a qualified railroad signal employee remove the grade crossing signals from service for the duration of the Project until they can be fully tested and placed back in service. The Contractor shall indicate in writing on the grade crossing Test Report sheet within the crossing instrument case and confirm notification with CSO and CRRA when the grade crossing signals have been removed from service and when they are placed back in service subsequent to the work being complete.

1.8 Site Cleanup

- a) The Contractor shall supply equipment and labor for all site cleanup work related to this Project.
- b) Leaving waste, garbage, bottles, refuse, or other such materials on CRRA or adjacent property is prohibited.
- b) Costs for disposal of debris and construction materials within the Project limits should be included in the Bid price.

1.9 Final Acceptance

- a) Upon due notice from the Contractor that all work has been completed, CRRA will make an inspection of the entire Project. If any work is found to be unsatisfactory or incomplete, instructions for correction will be issued and another inspection will be made after CRRA receives notice that the instructions have been carried out. CRRA will advise Final Acceptance of the Project when it deems that all required work has been acceptably completed.

Part 2.0 Roadway Excavation and Paving

2.1 Asphalt Paving

- a) This section covers the requirements for bituminous surface paving on Maxim Road.
- b) All track within the crossing area shall be completed to final line and grade, properly tamped and surfaced, ballast compacted and dressed, and rubber rail seal properly installed prior to bituminous paving.

2.2 Base Course

- a) Base shall consist of 4" of Bituminous Concrete Class 4 meeting the requirements of Section M04 of Form 816,
- b) Base shall be laid in accordance with Article 4.06.03 of Form 816.
- c) Surfaces shall be true to the established grade with thickness being not less than 1/4 inch from the required layer thickness and with the surface elevation varying not more than 3/8 inch in ten feet from the true profile and cross section.

2.3 Bituminous Surface Course

- a) Base course shall be free of any contamination prior to laying surface course.

- b) The surface course shall consist of a mixture of mineral aggregate and binder conforming to the requirements of Section M.04 of Form 816.
- c) Gradation of aggregate shall conform to the requirements for Bituminous Concrete Class 1 included in Section M.04.03 of Form 816.
- d) Regardless of the bituminous content there shall be between 3% and 5% voids in the mix.
- e) The Contractor shall apply a tack coat to all existing asphalt or concrete edges and surfaces that will be in contact with the new bituminous surface course. Tack coat shall be Grade RS-1. Grade SS-1 or SS-1H can be used if temperature is 80degrees (F) and rising.
- f) The bituminous surface course shall be mixed at a mixing plant and spread and compacted on the prepared base in conformance with the lines and dimensions shown on the plans and in accordance with Article 4.06.03 of Form 816.
- g) The Contractor shall sawcut the full depth of the bituminous concrete roadway pavement in accordance with the Plans and remove bituminous paving and subgrade material necessary to facilitate removal and restoration of the track within the grade crossing and to the limits of construction shown on the drawings.
- h) Asphalt pavement shall be saw cut in straight lines.

2.4 Construction Methods and Equipment

- a) Bituminous pavement shall be constructed in accordance with these specifications and Article 4.06.03 of Form 816.
- b) The methods employed in performing the work, all equipment, tools and machinery and other appliances used in handling the materials and executing the work shall be the responsibility of the Contractor.

2.5 Spreading

- a) The bituminous mixtures shall be spread with self-propelled mechanical spreading and conditioning equipment capable of distributing at least a 12-foot width, unless otherwise approved in advance by CRRA.
- b) No surface course shall be placed less than 1 inch in thickness.
- c) The mixture shall be spread and struck off in such a manner that the finished surface shall result in a uniform smooth surface.
- d) The longitudinal joints in any succeeding courses shall be offset at least 6 inches transversely to avoid a vertical joint through more than one course.
- e) The temperature of the bituminous mix shall be between 265° F and 325° F when it is placed.

2.6 Compaction

- a) After the mixture has been spread, the surface shall be rolled in longitudinal direction commencing at the outside edge or lower side and preceding to the higher side.
- b) Each pass of the roller shall overlap the preceding pass at least one-half the width of

the roller.

- c) Rolling shall continue until 95% of the laboratory density as determined in accordance with AASHTO Designation T-245 for the bituminous mixture being used has been obtained.
- d) Rolling operations shall be conducted in such a manner that shoving or distortion will not develop beneath the roller.

2.7 Quality Control

- a) Pavement shall be flush with top of rail between the tracks and up to a distance of 12 feet from the centerline of track on the sides, using the paving section shown on drawings.
- b) The surface of the pavement, after compaction, shall be uniform and true to the established crown and grade.
- c) When tested with a ten (10) foot straight edge placed parallel to the center line of the pavement, the surface of the pavement at any point shall not deviate from the lower edge of the straight edge by more than one-quarter of an inch.
- d) All high and low spots shall be remedied immediately by removing the wearing course material over the affected areas and replacing it with fresh, hot-wearing course and surface finish material and immediately compacting it to conform with surrounding area.
- e) The paving contractor shall be responsible to test bituminous mixtures for compaction in accordance with Section 4.06.03-9 of Form 816.

2.8 Weather Limitations

- a) No bituminous surface shall be placed when the temperature of the air or road bed is 50° F or below, during rainy weather, when the base is wet or during other unfavorable weather conditions as determined by the City of Hartford Engineer.
- b) The air temperature shall be measured in the shade.

2.9 Flagging

- a) Flaggers, if required to facilitate the safe control of traffic over Maxim Road during any part of the Project, will be directed by the City of Hartford Engineer.
- b) Flagging shall be performed by trained and properly equipped flaggers.

Part 3.0 Track Work

- a) All material, equipment and labor required for this Project shall be provided by the Contractor.
- b) All material must be Made In U.S.A unless otherwise approved in advance by CRRA.

3.1 Track Material Products

- a) All track material supplied and installed on this Project shall be new and conform to the latest American Railway Engineering and Maintenance Association (AREMA)

Manual specifications for similar track materials. This includes, but is not necessarily limited to ballast, 136RE rail, wood ties, spikes, tie plates, insulated rail joints, compromise rail joints, rail anchors, track bolts, thermite welds, heavy duty rubber rail seal, and any Other Track Material (OTM) used on this Project.

3.2 Track material – Special Instructions

a) Ballast

- 1) All stone ballast furnished for track work on this Project shall be 1-1/4" or 1-1/2" crushed stone, properly washed and graded. The use of 2" or other sized crushed stone or other substitute ballast material is specifically prohibited.

b) Rail

- 1) All rail furnished for this Project shall be new 136 pound RE section conforming in profile and manufacture with AREMA specifications. It shall be furnished onsite in eighty (80') foot lengths.
- 2) Two eighty (80') foot 136RE rail strings shall be centered within the roadway and installed so there are no welded or other rail joints within the roadway or within ten (10') feet outside the roadway curb line.
- 3) All 136RE rail joints shall be thermite welded within the Project Work Limits, with the exception of the four (4) 136RE factory bonded insulated joints and the four (4) compromise rail joints required to connect the new rail to the existing rail.
- 4) New 136RE rail shall be installed within the Project Work Limits and extend a minimum of twenty (20') feet beyond each of the four (4) insulated rail joint locations to the NORTH and SOUTH of Maxim Road that signify the limits of the island track circuit.
- 5) The extreme ends of the new 136RE rail shall be drilled for properly sized, factory made, compromise rail joints to fit the existing rail to the NORTH and SOUTH of the grade crossing near the ends of the Project Work Limits.

c) Wood Ties

- 1) Only properly seasoned and pressure treated red oak and white oak wood hardwood #1 railroad ties shall be installed.
- 2) Ties installed within the crossing (paved area) shall be new 7" x 9" cross section, 9'-0" long, double end trimmed, end plated to resist splitting. Tie spacing within the grade crossing shall be nominally 18" on-center.
- 3) Ties installed outside the crossing (paved area) but within the Project work area shall be new 7"x 9" cross section, 8'-6" long, double end trimmed, end plated to resist splitting. Tie spacing outside the grade crossing but within the Project Work Limits shall be nominally 20" on-center. Any defective ties within the Project Work limits shall be replaced as part of the Project.

d) Spikes

- 1) Standard high carbon steel railroad "cut spikes", size 5/8" X 6", shall be used on this Project. The use of Screw Spikes may be used as additional plate holding spikes, but not for rail holding spikes. Direct-fixation fasteners are not approved

for use within the grade crossing or otherwise on this Project due to the use of salt for winter roadway maintenance.

e) Tie Plates

- 1) Double-shoulder canted tie plates, properly sized for 136RE rail, will be used on all ties.

f) Insulated Rail Joints

- 1) Four (4) new "bonded" factory six (6) hole, 136RE Insulated Rail Joints shall be installed in the new 136RE rail. Each joint shall be epoxy bonded full contact type, 36 inches long plus or minus 1/8 inch, pre-assembled by the manufacturer and fabricated from material that meets or exceeds AREMA requirements.
- 2) The new Insulated Rail Joints shall be procured as factory rails and delivered in thirty-nine (39') foot or similar size 136RE insulated joint rails available from the manufacturer.
- 3) Each insulated rail joint shall be equipped with a three-eighths (3/8") inch thick endpost. Insulated rail joints with one-quarter (1/4") inch thick end posts are specifically not approved for this Project.
- 4) Factory insulation resistance test results shall be provided to CRRA for each Insulated Rail Joint procured and installed on this Project prior to final acceptance of the work. The joints shall provide a minimum electrical resistance of 1 megohm, with infinity preferred, as measured from rail to rail and rail to each joint bar.
- 5) The existing Insulated Rail Joint locations can be adjusted slightly to facilitate welded rail installation, however the Contractor shall install them with a minimum stagger of three (3') feet and no more than five (5') feet. In no case shall any Insulated Rail Joint be located within one hundred (100') feet from either edge of road without prior approval of CRRA. The Contractor is responsible for properly reconnecting the existing track circuit wires and diode as part of the Insulated Rail Joint installation process.
- 6) Each compromise rail joint shall be installed with three new 7" X 9" X 8'-6" railroad ties. One new tie shall support each rail within the joint. A plastic tie plate shall be installed on the middle tie supporting the rail joint.

g) Compromise Rail Joints

- 1) Any existing compromise rail joints within the Project Limits shall not be reused on the Project. New factory-made six (6) hole compromise joint bars of the proper size and configuration, manufactured with forged heat-treated high carbon steel, shall be installed on this Project. Each compromise joint bar shall provide a tight rail joint when applied to the new and existing rails, and shall not be casted, welded, or reconditioned. Each compromise rail joint shall be installed with two new 7" X 9" X 8'-6" railroad ties; one new tie supporting each rail within the joint.

h) Thermitite Rail Welds

- 1) All new 136RE rail will be thermitite welded to form two (2) continuous welded rail (CWR) strings installed throughout the Project Work Limits.

- 2) All field thermite rail welding must be performed by an experienced welder with a minimum of two years experience in similar field thermite and rail welding.
 - 3) The use of a torch for cutting rail (except for field thermite welds), for burning bolt holes, or other modifications to new rail or Other Track Material (OTM) remaining in the final track configuration is prohibited.
 - 4) An abrasive rail saw specifically designed for cutting rail and a power rail drill for boring holes shall be employed. All chips and burrs must be removed prior to assembling any rail joint on the Project.
 - 5) The Contractor must continually monitor quality, rail set-up procedures, and field tests during welding until the rail welds are finished ground, installed, and tested.
 - 6) Rail welds shall be tested onsite through the use of a qualified local testing agency using the Ultrasonic testing method in accordance with ASTM E164. Each completed weld shall have full penetration and complete fusion and be entirely free of cracks. Total area of internal defects such as porosity and slag inclusions shall not exceed 0.060 square inch and the largest single porosity or slag defect permitted shall not exceed 1/8" in diameter, or as listed in the AREMA Manual.
- i) Rubber Rail Seal
- 1) A heavy duty rubber interface or "rail seal" shall be installed between each rail and the adjacent pavement on both the field and gauge sides of the rail within the Maxim Road crossing in accordance with the manufacturer's recommendations.
 - 2) The rail seal shall be manufactured by Performance Polymers Inc and be Advantage 2 PPI rail seal (reference ILF1448) or Approved equal that is specifically designed to fit AREMA 136RE rail section, track fasteners, and rail anchors, and is held in place by spring clamps installed under the rail. The product installed shall be specifically made to withstand heavy duty truck and commercial equipment use at railroad grade crossings.
 - 3) The rubber interface will provide vibration damping, protection from thermal expansion and contraction of the pavement, along with protection of, and easier access to the rail fasteners.
 - 4) The cross-sectional design of the rubber interface will include a deformable sealing finger, which will fit up under the head of the rail to minimize moisture infiltration and to provide a tight fit between the top of the field side interface and the rail head.
 - 5) The tight fit of the rubber rail seal to the rail will provide temporary securing of the rail seal for installation of the spring clamps under the rail.
 - 6) The rubber interface will provide a tight fit with the rail and easy installation in both tangent and curved track.
 - 7) The top surface of the rubber interface will align with the top of the rail and provide a smooth transition surface for vehicular traffic.
 - 8) The flangeway opening will be in accordance with AREMA standards and be approximately 2-7/8" (+/- 1/8") wide.

- 9) The rubber interface will extend horizontally a minimum of 6 3/8" beyond the inside or "gauge" face of the 136RE rail head.
 - 10) The rubber interface will extend horizontally a minimum of 6" beyond the outside or "field" face of the 136RE rail head.
 - 11) The nominal rail seal rubber length will be 15 ft. Nominal railroad tie spacing is 18" OC for all ties supporting 136RE rail equipped with rail seal.
 - 12) Corrosion resistant coated U-Bolts (End Fasteners) will fit horizontally through the rubber rail seal, with the legs on the opposite side of the rubber rail seal secured by a retaining bar held in place by hex or wing nuts supplied by the manufacturer for this purpose.
 - 13) A low profile, easy to install, spring clamp (manufacturer's reference – Interclamp Advantage 2 or approved equal) mounted under the rail will be installed to hold the rubber rail seal tightly to the web of the 136RE rail. Nominal spacing is one clamp per crib on each rail to ensure uniform pressure. Spring clamp will be AISI-C1018 (or better) steel with a tensile strength of 50,000 - 60,000 psi.
 - 15) End Fasteners will be AISI-C1018 (or better) steel with a tensile strength of 50,000 - 60,000 ps.
 - 16) A minimum of one end retainer assembly will be securely attached to each length of rubber rail seal.
 - 17) Both ends of rubber interface shall be identified with the manufacturer's name, rail size and profile, and manufacturer's part number.
- k) Rail Anchors
- 1) In order to provide effective restraint to rail movement or "creepage", drive-on rail anchors, Model "Unit 5" and manufactured by the Unit Rail Anchor Company, shall be installed on every new tie throughout the Project Work Limits except on ties supporting insulated or compromise rail joints, unless approved in advance by CRRRA.
 - 2) Rail anchors shall be applied to both sides of each tie in a full box-anchor pattern and lie in contact with the side of the tie.
 - 3) The Contractor shall install rail anchors when the rail is within the permissible anchoring temperature in conformance with AREMA recommendations.
- l) Track Bolts and Spring Washers
- 1) Track bolts and nuts installed on this Project shall be new and properly sized for the rail. Bolts shall extend a minimum of one full thread beyond the nut after proper installation.
 - 2) All track bolts threads shall be coated by the manufacturer with corrosion resistant lubricant to reduce the variation in thread friction and help ensure the uniformity of tension obtained when properly tightened.
 - 3) The applied bolt tension should be within a range of 20,000 lbs to 30,000 lbs per bolt in accordance with AREMA recommendations for the initial tightening to seat

the joint bars, and within a range of 15,000 to 25,000 lb for subsequent tightenings.

- 4) A properly sized spring washer shall be installed on each track bolt. The spring washer shall be 3/8" heavy-duty carbon steel and properly sized and designed specifically for track bolts.

J Track Marker Posts / Begin Circuit Signs

- 1) The Contractor shall install two (2) aluminum "Begin Circuit" signs attached to 4"X4"X8' pressure treated wood posts painted Yellow at both ends of the island track circuit directly adjacent to each Insulated Rail Joint closest to the roadway. The Begin Circuit signs will identify the limits of the Island Track Circuit to the CSO train crews.
- 2) The Begin Circuit signs shall contain "BEGIN CIRCUIT" in black vertical block letters (nominal 2" in height) on a reflectorized background.
- 3) Each sign shall be mounted to the right side of the track as viewed approaching the crossing from each direction. The top of each sign shall be mounted approximately five (5') feet above ground. The bottom of the pressure-treated wooden post shall be securely installed approximately thirty (30") inches below grade.

3.3 Track Surfacing – Tamping and Alignment

- 1) All track shall be completed to finish line and grade, surfaced and the ballast dressed prior to paving. Track gage shall be 4 feet 8-1/2 inches, meeting tolerances as well as minimum standards for FRA class 5 track or above.
- 2) The track surfacing work consists of raising, aligning, and tamping the track with a 16-tool, vibrating squeeze-type mechanical tamper equipped with automatic lifting and alignment capabilities, an automatic laser device for tangent track, and automatic alignment control for curves. The specific type of production tamping machine and ballast regulator must be approved in advance by CRRRA.
- 3) The final track raise shall not exceed 3 inches, and the ballast shall be compacted making a minimum of one full tamping insertion per tie for each inch of raise.
- 4) The use of pneumatic tamping, either hand held or machine mounted, is not approved for this project. Hand tamping with shovels, picks, or other devices is also specifically not approved.
- 5) All ballast will be mechanically dressed with a rail mounted ballast regulator equipped with a rotating track broom.
- 6) All excess ballast shall be properly redistributed to the shoulder or other area of the track to conform with AREMA specifications and field conditions to promote track stability and drainage.
- 7) The Contractor shall exercise care to not damage insulated rail joints, signal and other buried or surface cables, and other ancillary equipment during track surfacing activities.

- 8) When raising track, use approved industry means and methods to maintain grade and proper cross level. Horizontal alignment must be maintained during the raising operation. The use of automated controls on tampers will satisfy this requirement.
- 9) Before final acceptance, all track shall be mechanically surfaced and accurately lined to remove all irregularities of cross-level, surface, or alignment caused by settlement or compaction of ballast during construction. Any ties not giving full support to rails shall be retamped. Bolts shall be retightened, if necessary to bring to full tension, and spikes reset down to full rail contact.

Part 4.0 Utilities

- a) There are publicly and privately owned utilities on the site consisting of at least gas, telecommunications, railroad signal and railroad drainage facilities. The location of all underground utilities shown on the drawings has been compiled from existing mapping and has not been physically located by URS Corporation. The Contractor is responsible to notify Call Before You Dig at least 48 hours prior to any excavation activity to obtain mark out of the utilities. The Contractor shall exercise extreme care to protect and maintain all existing utilities (overhead and underground) during his work.
-

Part 5.0 Grade Crossing Signals Repairs

- a) All material, equipment and labor required for this Project shall be provided by the Contractor.
- b) All material must be Made In U.S.A unless otherwise approved in advance by CRRA.
- c) All track material supplied and installed on this Project shall be new and conform to the latest American Railway Engineering and Maintenance Association (AREMA) C&S Manual specifications for similar signal materials. This includes, but is not necessarily limited to LED flashier units, crossbuck signs, crossing warning bells, crossing batteries, battery chargers, track circuit diodes, and any other required signal equipment.
- d) The Contractor must ensure that all grade crossing signals repairs are performed by competent employees with a minimum of 5 years railroad signal experience on similar equipment and circuitry.
- e) All work shall be performed in accordance with Federal Railroad Administration regulatory requirements for minimum maintenance, inspection, and testing standards under the U.S. Department of Transportation Code of Federal Regulations (CFR) Title 49, Part 234, Grade Crossing Signal System Safety, and in accordance with other applicable FRA regulations.

5.1 Grade Crossing Signal (Signal) Material – Special Instructions

- a) Flashing Lights

- 1) The sixteen (16) existing flashing light units equipped with incandescent bulbs shall be replaced with new 12" Light Emitting Diode (LED) flasher units with sidelight indicators illuminated directly from the main light source. New flasher trees and all required hardware, backgrounds, and hoods shall also be installed. The 12" LED flasher unit manufacturer shall be Safetran Systems, model FLX-4000, or approved equal.
- b) Regulatory Signs – Railroad Crossbucks (MUTCD R15-1)
- 1) Two (2) new railroad crossbucks (R15-1) shall be installed; one per cantilever pole. Each crossbuck sign must be equipped with reflective sheeting, black letters on a white background, as shown in the newest Manual on Uniform Traffic Control Devices (MUTCD) Manual, Section 8, 8B-1.
- c) Cantilever Pole Mounted Warning Bells
- 1) The existing Maxim Road grade crossing warning or "pedestrian" bells shall be replaced with two new "loud tone" electronic bells manufactured by Safetran Systems, part number 253165-T10906 or approved equal.
- d) Emergency Notification Sign (I-13 or I-13a) MUTCD Section 8B.12
- 1) The Contractor shall install a new Emergency Notification Sign on the side of the instrument cabinet facing the roadway. The sign shall conform to MUTCD Manual Section 8N.12 and consist of a new crack-and-peel sign, white letters on blue background. Information on the sign shall include Maxim Road's U.S. DOT Grade Crossing Inventory number (860163G), and Emergency Notification information as shown in the MUTCD Manual.
 - 2) The Sign shall be installed subsequent to priming and painting the cabinet.
 - 3) The sign size shall be 30" X 18" and must convey the required information clearly, be visible to anyone stalled or disabled on the railroad tracks, or to anyone with a railroad related emergency concerning a problem with the grade crossing.
- e) Crossing Batteries and Chargers
- 1) The Contractor shall replace the existing crossing equipment batteries with 2 sets of "valve type" crossing batteries, 6 cells per set with a nominal total voltage for each set or "bank" of batteries of approximately 13.2VDC when fully charged.
 - 2) The batteries shall be manufactured by GNB Corporation, Model 50A11, 265 Ampere Hour "valve-type" batteries specifically designed for railroad grade crossing service.
 - 3) Two new battery chargers, Cragg Railcharger Model 20ETC-12V, shall be installed and correctly adjusted to manufacturer's specifications.
- f) Ground Connections
- 1) The Contractor shall replace the existing ground rods and ground connections. Two (2) new 5/8" ground rods, minimum length eight (8') feet, shall be installed.

New #6 soft-drawn ground wire shall be installed to connect the instrument case to the ground rods in a minimum of two (2) locations.

- 2) Ground wires shall be thermite welded to the ground rods utilizing correct thermite materials from Erico Products or approved equal.
- 3) Each ground rod shall be installed close to the instrument case to minimize ground wire length.

g) Instrument Cabinet

- 1) The interior of the existing crossing instrument cabinet shall be cleaned, vacuumed, and all cable and other entrances resealed to deter the entrance of insects and rodents.
- 2) All exposed interior steel surfaces shall be scraped to remove rust, primed and repainted with two (2) coats of light gray exterior enamel paint.
- 3) Exposed interior wood surfaces shall be sanded and repainted with light gray exterior enamel paint. It is not necessary for the Contractor to remove the wiring from the wood backboards, however wood surfaces behind the chargers, around the arrestors and other equipment shall be primed and painted.
- 4) All exterior steel surfaces shall be scraped to remove rust, primed, and repainted with two (2) coats of light gray exterior enamel paint.
- 5) The Contractor's Signal staff shall check to ensure that all wire tagging is in place and correct prior to final testing.
- 6) The area around the instrument cabinet (minimum 5' from center of instrument case) be cleaned of all debris, and covered with stone ballast or compacted stone dust to provide a safe walking surface.

h) AC / DC Track Circuit Diode

- 1) The existing track diode located on the SOUTH side of the island track circuit shall be replaced, and a new spare track diode left within the instrument cabinet. The new diode shall be installed immediately next to the closest Insulated Rail Joint to the roadway in accordance with standard railroad signaling installation practices utilizing a 3/8" "chicken neck" style of attachment to the bond strand from the track circuit diode.

i) Push Button Boxes

- 1) The Contractor shall remove the two (2) existing Push Button boxes currently used to manually start the crossing signals when a train is present.
- 2) The Contractor's shall make and test the circuit changes shown on the attached Plans to facilitate fully automatic operation of the crossing warning devices when a train occupies the Island Track Circuit.
- 3) The contractor shall return a set of As-In-Service plans to CRRA and any CAD files associated with those plans, if any. The As-in-Service Plans shall be complete in all aspects and depict the crossing circuits complete with all signal changes required for this Project.

- 4) The Contractor shall submit a copy of the As-in-Service Plans to CRRA prior to final acceptance of the work.

5.2 Testing and Acceptance

- 1) All Signal Testing shall be performed by a person with at least 5 years experience performing similar railroad Signal system testing in accordance with the FRA CFR 49, Part 234, Subpart D, as applicable for equipment installed at Maxim Road.
- 2) The Contractor shall perform a complete breakdown test of all new and existing grade crossing warning device signal equipment, including all monthly, quarterly, and yearly tests, as well as cable meggering and relay testing.
- 3) The Contractor shall verify that all signal equipment is working as intended prior to notifying CSO and CRRA that the grade crossing signals are back in service.
- 4) A complete Grade Crossing Test Report showing the date and results of all signal tests performed shall be submitted to CRRA prior to final acceptance.

EXHIBIT C

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

PLANS



MAXIM ROAD Hartford, Connecticut

Railroad Grade Crossing Warning Devices ("Signals")
As-In-Service Plans

US DOT Crossing Inventory #860163G

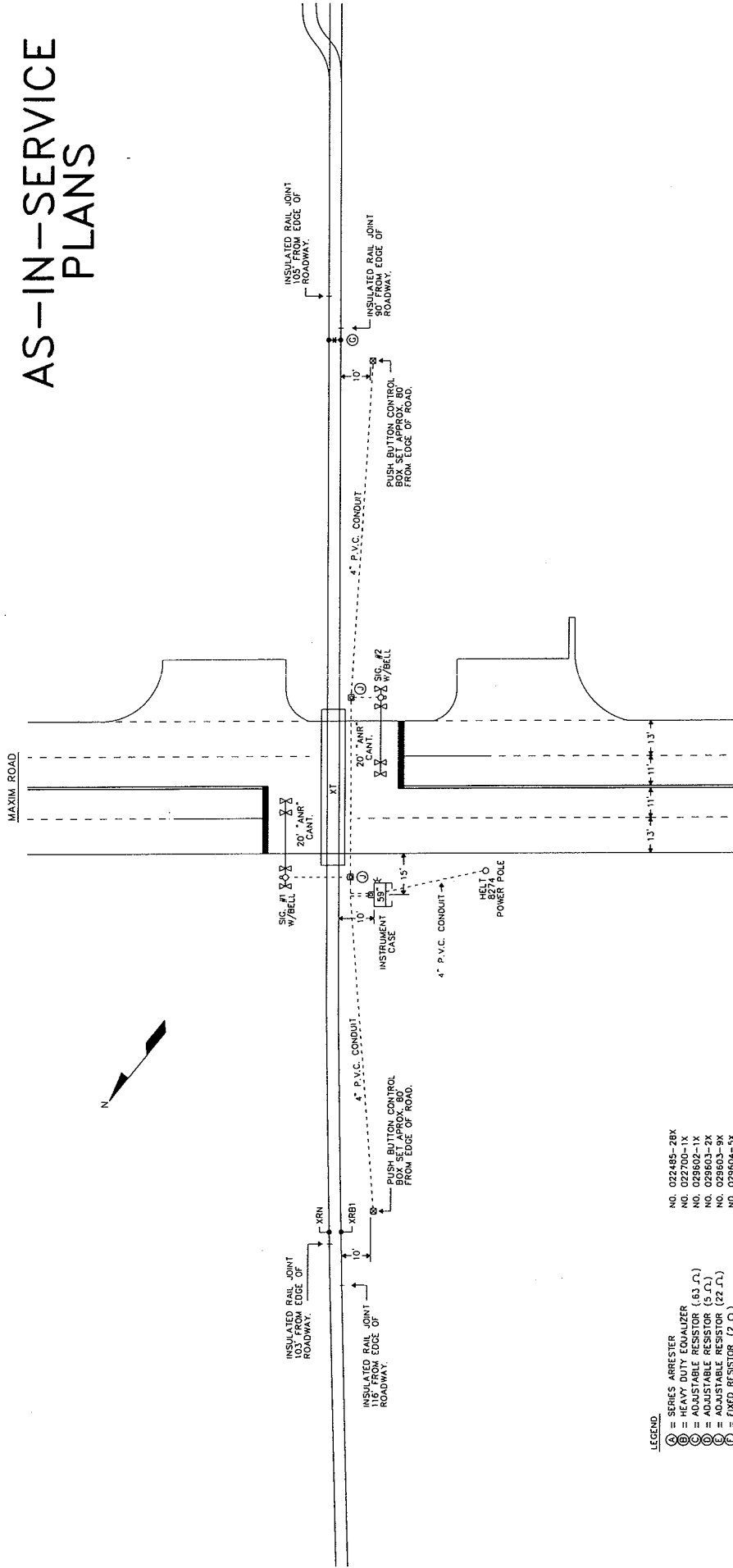
As-In-Service - Field Check June 2009
Sheets 1-5

List of Drawings (Not to Scale)

- Cover Sheet
- Sheet 1 of 5 - Location Plan
- Sheet 2 of 5 - Cable Plan
- Sheet 3 of 5 - Control Circuits
- Sheet 4 of 5 - Power and Lighting Circuits
- Sheet 5 of 5 - Case Layout

URS

AS-IN-SERVICE PLANS



- LEGEND**
- Ⓐ = SERIES ARRESTER
 - Ⓑ = HEAVY DUTY EQUALIZER
 - Ⓒ = ADJUSTABLE RESISTOR (63 Ω)
 - Ⓓ = ADJUSTABLE RESISTOR (5 Ω)
 - Ⓔ = ADJUSTABLE RESISTOR (22 Ω)
 - Ⓕ = FIXED RESISTOR (2 Ω)
 - Ⓖ = TRACK CIRCUIT RECIPER ICR-6
 - Ⓗ = HEAVY DUTY TRACK ARRESTER
 - Ⓘ = CONCRETE MANDRILE
 - = TRACK WIRE CONNECTION TO RAIL
 - ⊥ = RRB1

NOTE: LOCATE SIGNALS PER M.U.T.C.D. AS MINIMUM.

LOCATION PLAN
NOT TO SCALE
CIVIL INFO. TYPICAL

USDOT CROSSING INVENTORY #860163G

REV.	B.I.W.	TITLE
000	D.A.D.	MANUALLY ACTIVATED - AUTOMATIC CLEAR HIGHWAY GRADE CROSSING SIGNAL SYSTEM HARTFORD, CONNECTICUT
DATE	9/20/98	
DATE	12/15/98	
JOB NO.	8809094	CONNECTICUT RESOURCES RECOVERY AUTHORITY
EST. NO.	0989-885	

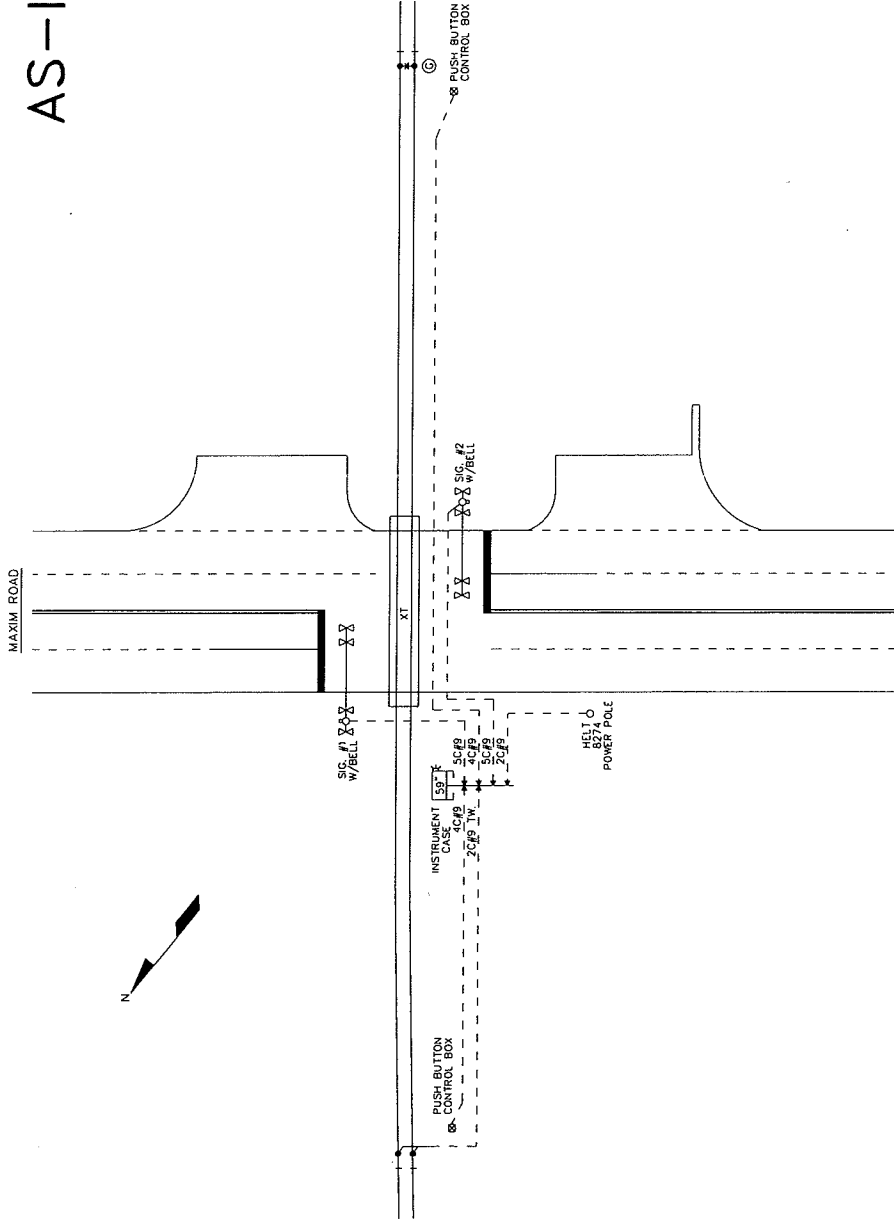
THE OPERATOR OF THE ORGANIZATION REPRESENTED HEREON SHALL BE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION PROVIDED TO THE CLIENT. THE CLIENT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION PROVIDED TO THE OPERATOR.

NO.	DATE	REVISIONS
NO. 1	DATE 5/22/2009	AS-IN-SERVICE FIELD CHECK
DATE	09/01/09	
JOB NO.	35339181	
JOB NO.	35339181	

URS
URS CORPORATION
500 ENTERPRISE DRIVE
ROCKY HILL, CT 06867
PH: 860.520.4800

SAFE TRAX SYSTEMS CORPORATION
LOUISVILLE, KENTUCKY 40204

AS-IN-SERVICE PLANS



CABLE PLAN
NOT TO SCALE

USDOT CROSSING INVENTORY #860163G

NO.	DATE	REVISIONS
NO. 1	DATE 5/22/2009	AS-IN-SERVICE FIELD CHECK

URS
 URS CORPORATION
 500 WEST 120TH STREET
 ROCKY HILL, CT 06067
 (860) 521-4100

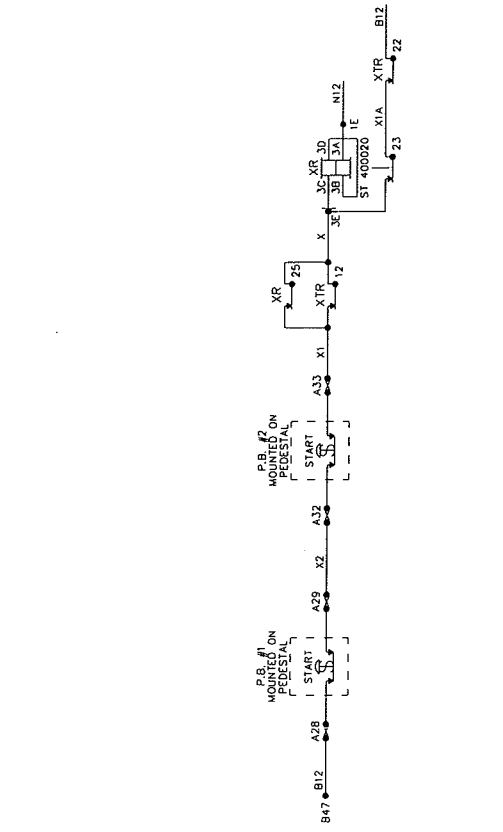
DES. B.J.W.
 CDD. D.A.D.
 DATE 9/20/88
 DATE 12/16/88
 JOB 880984
 EST. 0988-885

TITLE
 MANUALLY ACTIVATED AUTOMATIC CLEAR
 HIGHWAY GRADE CROSSING SIGNAL SYSTEM
 MAXIM ROAD
 HARTFORD, CONNECTICUT
 CONNECTICUT RESOURCES
 RECOVERY AUTHORITY

SAFE TRAX SYSTEMS CORPORATION
 LOUISVILLE DIVISION
 1044 EAST CHESTNUT STREET - LOUISVILLE, KENTUCKY 40204
 PLAN NO. 180835
 SHEET 2 OF 5

NO. 180835
 SHEET 2 OF 5

AS-IN-SERVICE PLANS



NOTE:
ALL WIRING THIS SHEET #16 AWG FLEX UNLESS NOTED.

USDOT CROSSING INVENTORY #860163G

CONTROL CIRCUITS

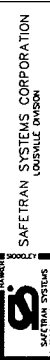
NO.		DATE		REVISIONS	
				NO. 1	DATE 5/22/2008
				AS-IN-SERVICE FIELD CHECK	
DRAC.	COO.	DRAC.	S.P.R.	COO.	A.P.C.
				URS JOB NO.	369.38181

DES.	B.U.W.	TITLE
COO.	D.A.D.	MANUALLY ACTIVATED - AUTOMATIC CLEAR HIGHWAY GRADUAL RELEASE SIGNAL SYSTEM
DATE	9/20/88	HARTFORD, CONNECTICUT
ISSUE	12/15/88	CONNECTICUT RESOURCES RECOVERY AUTHORITY
NO.	8809094	
EST.	0888-885	

NO.	DATE	REVISIONS
1	5/22/2008	AS-IN-SERVICE FIELD CHECK

DRAC.	COO.	DRAC.	S.P.R.	COO.	A.P.C.

PLAN NO.	SHEET	3 OF 5
1044 EAST CHESTNUT STREET - LOUISVILLE, KENTUCKY 40204	180635	



SAFETRAN SYSTEMS CORPORATION
LOUISVILLE, KENTUCKY

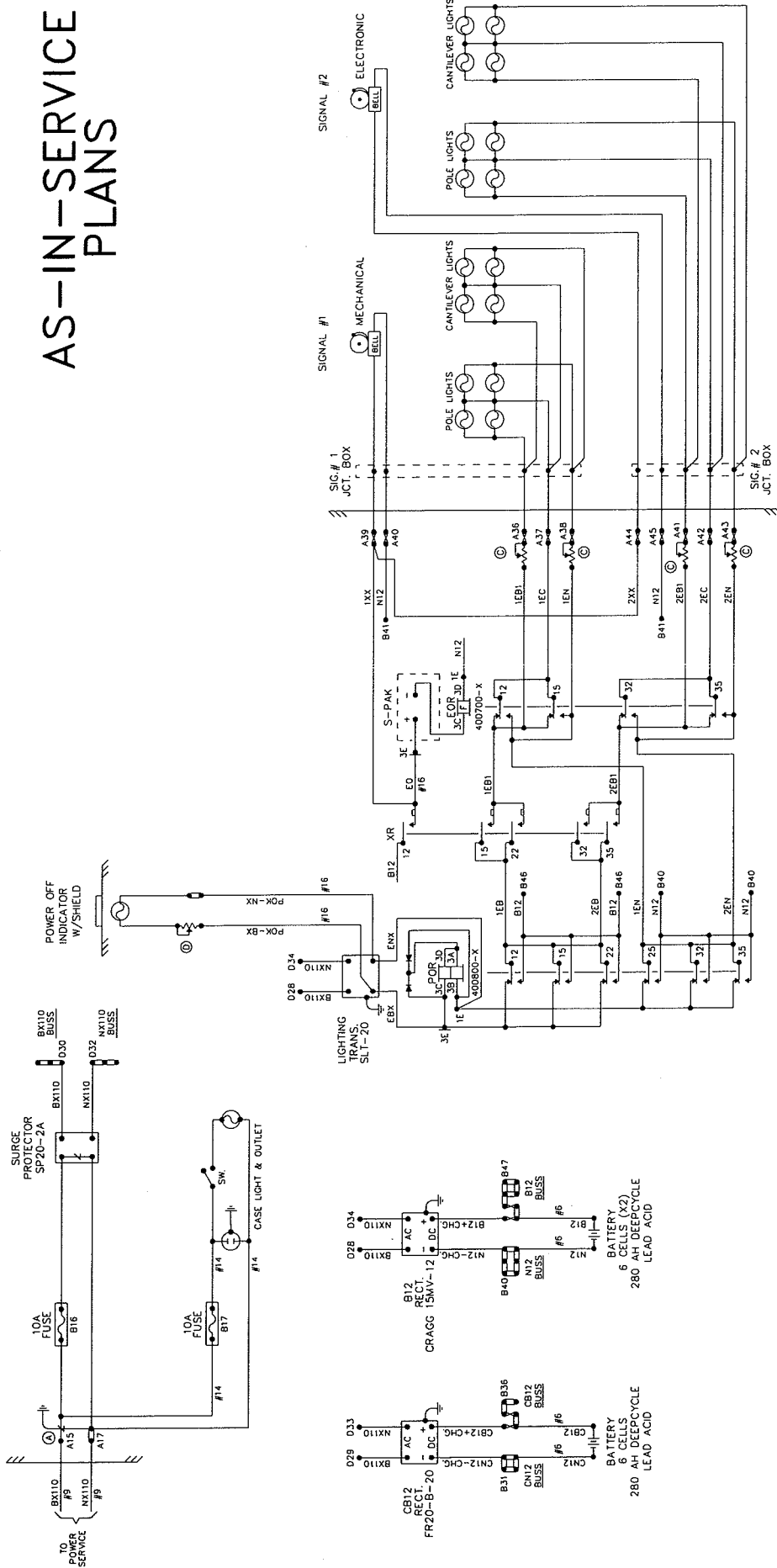
CONNECTICUT RESOURCES RECOVERY AUTHORITY

MANUALLY ACTIVATED - AUTOMATIC CLEAR HIGHWAY GRADUAL RELEASE SIGNAL SYSTEM
HARTFORD, CONNECTICUT

THE OPERATION OF THE ORGANIZATION HEREIN...
UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS AND SPACINGS ARE TO BE TAKEN FROM THE CENTERLINE OF THE TRACK...
UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS AND SPACINGS ARE TO BE TAKEN FROM THE CENTERLINE OF THE TRACK...
UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS AND SPACINGS ARE TO BE TAKEN FROM THE CENTERLINE OF THE TRACK...

URS CORPORATION
500 ENTERPRISE DRIVE
ANN ARBOR, MI 48106

AS-IN-SERVICE PLANS



POWER & LIGHTING CIRCUITS

USDOT CROSSING INVENTORY #860163G

NO.	DATE	REVISIONS	DES.	B.I.W.	TITLE
028	034	NO. 1 DATE 5/22/2009	EOO	D.A.D.	MANUALLY ACTIVATED - AUTOMATIC CLEAR HIGHWAY GRADE CROSSING SIGNAL SYSTEM HARTFORD, CONNECTICUT
029	033	AS-IN-SERVICE FIELD CHECK	DATE	9/20/88	
030	032	FIELD CHECK	ISSUE	12/15/88	
031	031	BRAF S.P.R./C.O. A.P.G.	NO.	8809094	
032	030	URS 208 NO. 3693381B1	EST.	0988-885	

NOTE:
ALL WIRE THIS SHEET TO BE NO. 10 AWG. FLEX UNLESS OTHERWISE NOTED.

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1044 EAST CHESTNUT STREET - LOUISVILLE, KENTUCKY 40204
PLAN NO. 180635
SHEET 4 OF 5

CONNECTICUT RESCOURCES RECOVERY AUTHORITY

MAXIM ROAD RAILROAD CROSSING TRACK AND SIGNAL REPAIRS

MAXIM ROAD
HARTFORD, CONNECTICUT

CRRA CONTRACT NO. 080121

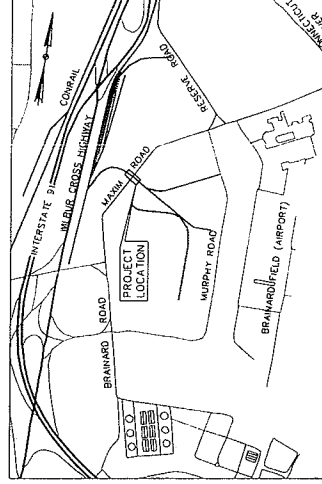
APRIL, 2010

URS

URS CORPORATION AES
500 ENTERPRISE DRIVE
ROCKY HILL, CT. 06067
1-(860)-529-8882

URS PROJECT NO. 36938181

LIST OF DRAWINGS
T-001 COVER SHEET
C-1.0 SITE PLAN
C-2.0 PROFILES
C-3.0 TYPICAL CROSS SECTIONS



LOCATION PLAN
NOT TO SCALE

REVISIONS	NUMBER	DATE	REMARKS
	1	12/20/08	CRK REVIEW

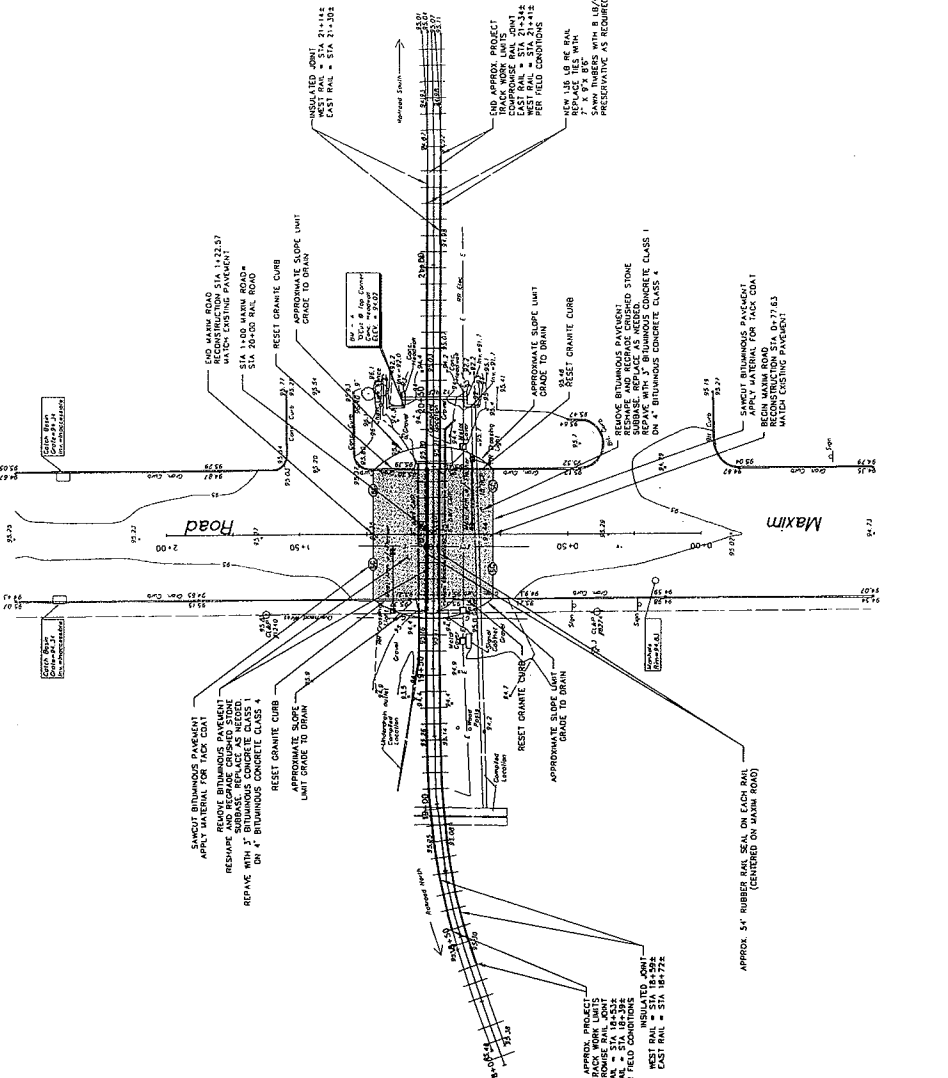
**MAXIM ROAD
CROSSING
RECONSTRUCTION**
HARTFORD, CT

PROJECT NO: 3893(B) B1
DRAWN BY: BNS
CHECKED BY: DRN
DATE: 11/07/09
SCALE: 1" = 20'

SITE PLAN
C-1.0

- NOTES**
- CONTRACTOR SHALL VERIFY EXISTING FIELD CONDITIONS PRIOR TO COMMENCING WORK. NOTIFY ENGINEER OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS IMMEDIATELY.
 - EXISTING GRADE CONDITIONS AS SHOWN ON EXISTING "TOPOGRAPHIC SURVEY" BARBARD CROSSING, MAXIM ROAD, HARTFORD, CONNECTICUT, BY URS CORPORATION, DATE DATED OCTOBER 2009.
 - DIRECTIONS OF NORTH SHOWN AS APPROXIMATE.
 - ELEVATIONS REFER TO THE DATUM AS ESTABLISHED BY THE PLAN IN NOTE 4.
 - REFERENCE IS MADE TO A PLAN DATED MAY 2008 CROSSING MAXIM ROAD PLAN AND SPECIFICATIONS, BY A.J. BELLEAU PARADOX CONSTRUCTION CO INC. DATED 04/09/09.
 - LOCATION OF UTILITIES SHOWN ON THIS PLAN WITH THE EXCEPTED BY RECORD UTILITIES HAVE BEEN COMPARED FROM A PLAN ENTITLED "MAXIM ROAD CROSSING RECONSTRUCTION" DATED 04/09/09 BY A.J. BELLEAU PARADOX CONSTRUCTION CO INC. CONTRACTOR SHALL REQUEST MARK OUT OF UTILITIES LOCATION FROM GAN, BEFORE YOU DO (1-800-922-1455) AT LEAST 48 HOURS PRIOR TO ANY ELEVATION OPERATION.
 - AREAS OUTSIDE THE WORK LIMIT LINE DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION. ALL NECESSARY PERMITS AND LICENSES AT THE CONTRACTOR'S SOLE RESPONSIBILITY FOR ANY DAMAGE INCURRED DURING ELEVATION OPERATIONS. THE ELEVATION SHALL BE IN CONFORMANCE WITH THE LATEST UPON REPAIRS.
 - THE CONTRACTOR SHALL MAINTAIN THE NECESSARY PERMITS AND LICENSES AT ALL TIMES IN CONNECTION WITH THE LAWFUL EXECUTION OF THE WORK AT HIS ADDITIONAL COST TO THE OWNER.
 - THE CONTRACTOR SHALL MAINTAIN THE NECESSARY PERMITS AND LICENSES AT ALL TIMES IN CONNECTION WITH THE LAWFUL EXECUTION OF THE WORK AT HIS ADDITIONAL COST TO THE OWNER.
 - CONTRACTOR SHALL MAINTAIN THE NECESSARY PERMITS AND LICENSES AT ALL TIMES IN CONNECTION WITH THE LAWFUL EXECUTION OF THE WORK AT HIS ADDITIONAL COST TO THE OWNER.
 - ALL UTILITIES, TRUNKS, GRATES, ETC. AFFECTED BY THE CONSTRUCTION ACTIVITIES SHALL BE REPAIR/RECONSTRUCTED TO THE PROPER CHART. ALL REPAIRS SHALL BE IN CONFORMANCE WITH THE LATEST UPON REPAIRS. THE ELEVATION SHALL BE IN CONFORMANCE WITH THE LATEST UPON REPAIRS.
 - THE CONTRACTOR SHALL MAINTAIN THE NECESSARY PERMITS AND LICENSES AT ALL TIMES IN CONNECTION WITH THE LAWFUL EXECUTION OF THE WORK AT HIS ADDITIONAL COST TO THE OWNER.
 - THE STANDARD SPECIFICATIONS (FOR SITE WORK) SHALL BE THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION. THESE SPECIFICATIONS ARE AVAILABLE FOR VIEWING ON THE COST WEBSITE WWW.CTDOT.STATE.CT.US UNDER THE PUBLICATION # 148.
 - LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES INSTALLED OR FOUND DURING CONSTRUCTION SHALL BE SHOWN ON RECORD DRAWINGS, MEASURED FROM PERMANENT SURFACE FEATURES.
 - THE EXISTING UTILITIES WILL BE IN CONTINUOUS OPERATION DURING THE EXECUTION OF THE WORK. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH THE UTILITY OWNERS TO MAINTAIN THE CONTINUOUS OPERATION OF THE EXISTING UTILITIES AND WORK PROCEDURES WITH THE REQUIREMENTS OF THE REPRESENTATIVE OF THE PROPOSED SCHEDULED OPERATION OF UTILITY OPERATIONS. THE CONTRACTOR SHALL MAINTAIN THE NECESSARY PERMITS AND LICENSES AT ALL TIMES IN CONNECTION WITH THE LAWFUL EXECUTION OF THE WORK AT HIS ADDITIONAL COST TO THE OWNER.
 - A THREE DAY ROAD CLOSURE (SATURDAY, SUNDAY & MONDAY) WILL BE ALLOWED. THE CONTRACTOR SHALL SCHEDULE HIS WORK SO THAT WORK WITHIN MAXIM ROAD WILL BE COMPLETED PRIOR TO THE BEGINNING OF THE ROAD CLOSURE. THE CONTRACTOR SHALL MAINTAIN THE NECESSARY PERMITS AND LICENSES AT ALL TIMES IN CONNECTION WITH THE LAWFUL EXECUTION OF THE WORK AT HIS ADDITIONAL COST TO THE OWNER.
 - NO MATERIAL SHALL BE STORED ON SITE UNLESS THE PROPOSED STORAGE LOCATION IS APPROVED BY THE OWNER'S REPRESENTATIVE.
 - AFTER THE CONSTRUCTION HAS BEEN COMPLETED, THE CONTRACTOR SHALL REMOVE ALL MATERIALS AND DEBRIS FROM THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF THE PROJECT SITE TO ORIGINAL CONDITIONS. THE CONTRACTOR SHALL MAINTAIN THE NECESSARY PERMITS AND LICENSES AT ALL TIMES IN CONNECTION WITH THE LAWFUL EXECUTION OF THE WORK AT HIS ADDITIONAL COST TO THE OWNER.
 - ALL PROPOSED WORK SHALL BE MARKED IN THE FIELD BY THE DIMENERS REPRESENTATIVE TO MEET EXISTING CONDITIONS.
 - REMOVE EXISTING RAIL AND TIES WITHIN THE PROJECT LIMITS MATERIAL REMOVED SHALL BE DEPOSITED ON SITE AT THE LOCATION OF THE CONSTRUCTION.

GRAPHIC SCALE
HORIZONTAL SCALE IN FEET
0 10 20



CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY

TEL. NO. (860) 700-7700
FAX. NO. (860) 700-7743

URS
CONSULTANTS
100 WATERLOO AVENUE
SUITE 200
HARTFORD, CT 06103

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF URS CONSULTANTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR DISTRIBUTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF URS CONSULTANTS IS STRICTLY PROHIBITED.

NUMBER	DATE	REVISIONS
1	1/20/09	CRN REVIEW

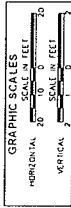
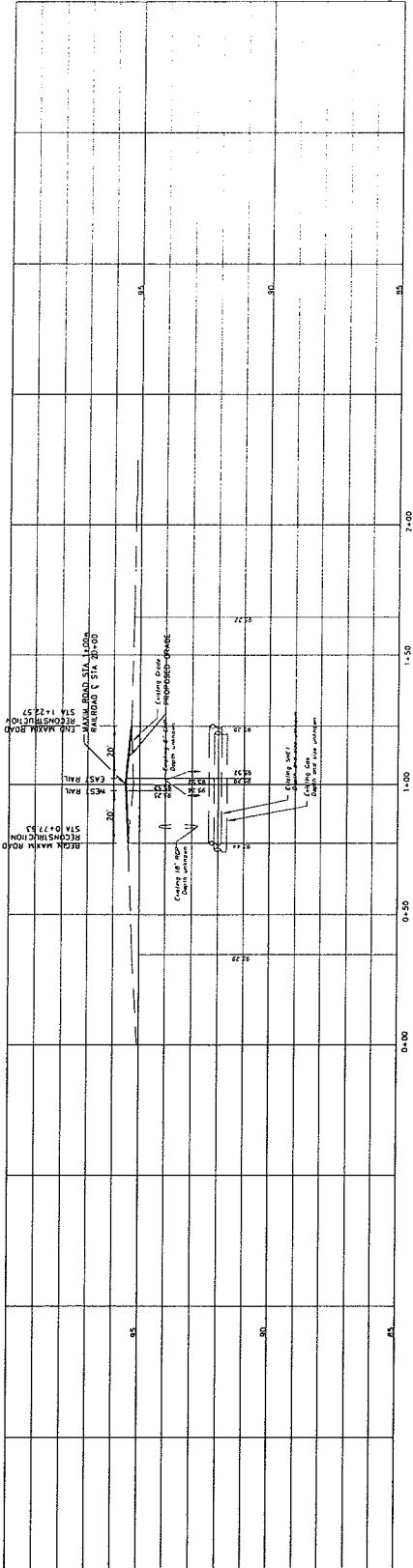
MAXIM ROAD
CROSSING
RECONSTRUCTION

HARTFORD, CT

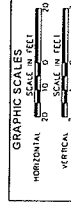
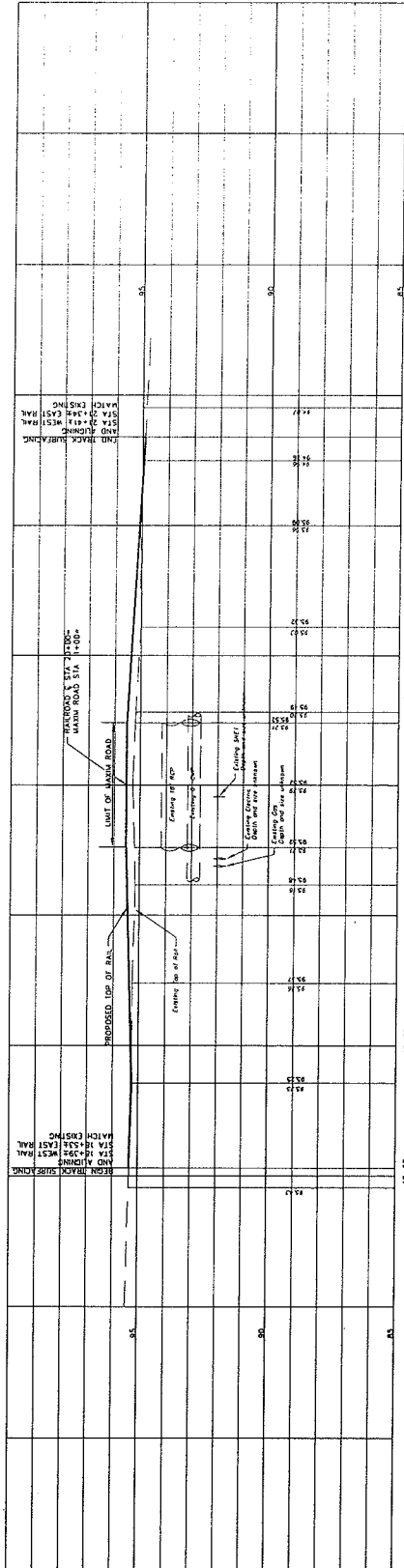
PROJECT NO.	3693B181
DRAWN BY:	BMS
CHECKED BY:	GRN
DATE	11/02/09
SCALE	AS NOTED

PROFILES

C-2.0



PROFILE ALONG
MAXIM ROAD



PROFILE ALONG
EAST RAIL

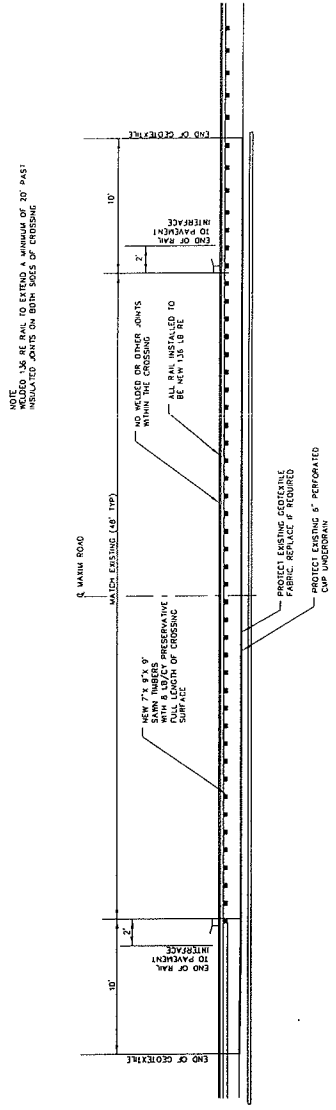
THE INFORMATION CONTAINED ON THIS DRAWING IS THE PROPERTY OF URS. IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSES SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF URS IS STRICTLY PROHIBITED.

NO.	DATE	REVISIONS
1	1/20/08	CRK, RINK

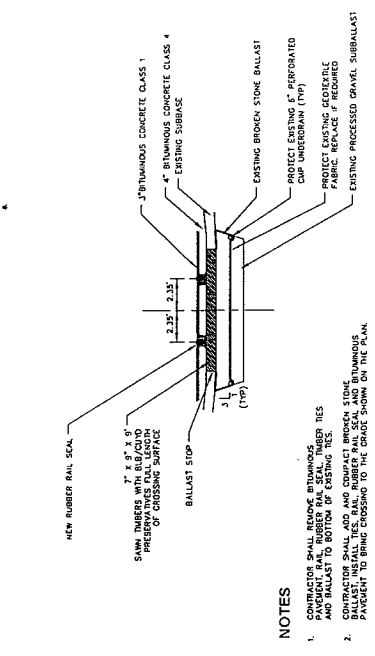
MAXIM ROAD CROSSING RECONSTRUCTION
 HARTFORD, CT

PROJECT NO. 36938181
 DRAWN BY: BUS
 CHECKED BY: CRN
 DATE: 11/02/09
 SCALE: AS NOTED

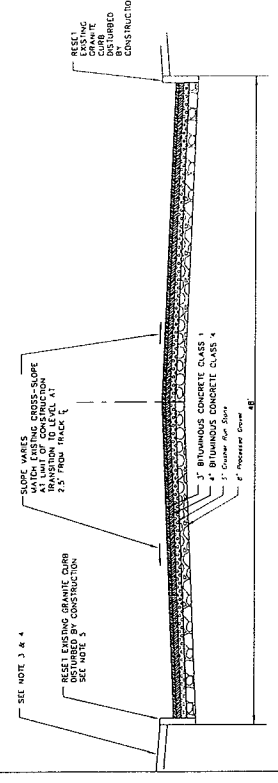
TYPICAL CROSS SECTIONS
 C-3.0



SECTION THROUGH TRACK AT CENTERLINE OF MAXIM ROAD
 SCALE: 1" = 4'



CROSS SECTION OF CROSSING SURFACE AND RELATED ITEMS
 SCALE: 1" = 4'



TYPICAL SECTION MAXIM ROAD
 SCALE: 1" = 4'

- NOTES**
- GRADE BOUNDARIES VARY FROM POSITION OF MAIN ROAD SHOWN ON PLANS.
 - RESHAPE AND GRADE CRUSHED RUN STONE LAYER TO ACCEPT NEW BITUMINOUS PAVEMENT.
 - BACKFILL BEHIND RESEAL CURB WITH 10# S&W AND PERCUIT. SEED AND SOAK ON WITH CRUSHED STONE TO MATCH EXISTING.
 - GRADE AREAS BEYOND CURB TO DRAIN.
 - GRANITE CURB SHALL HAVE 6" RESEAL TO WITHIN 12 FT OF THE TRACK AND BEHIND 6" RESEAL 6 FT BEYOND TRACK.

EXHIBIT D

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

PROJECT SCHEDULE

EXHIBIT C

PROJECT SCHEDULE

COMPLETION DATE	<p>Contractor must complete all of the Work and have such Work ready for CRRA's acceptance at the end of thirty (30) days following the issuance of the Notice To Proceed.</p> <p>The Work on track repairs within the roadway and all roadway repairs must be completed within a planned three-day roadway outage encompassing a weekend.</p>
------------------------	--

EXHIBIT E

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

COMPENSATION SCHEDULE

COMPENSATION SCHEDULE

[The Contractor's "Bid Price Form" that was submitted by the Contractor with the Contractor's Bid, as such Form may be modified based on negotiations between CRRA and Contractor over prices, will be added by CRRA.]

EXHIBIT F

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

**PERFORMANCE SECURITY
(PERFORMANCE BOND FORM)**

 **Document A312™ – 1984**

Performance Bond

CONTRACTOR (*Name, Legal Status and Address*):

SURETY (*Name, Legal Status and Principal Place of Business*):

OWNER (*Name, Legal Status and Address*):

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

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (*Name and Location*):

Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road
Maxim Road, Hartford, Connecticut

BOND

Date (*Not earlier than Construction Contract Date*):

Amount: \$

Modifications to this Bond: None See Section 13

CONTRACTOR AS PRINCIPAL

Company: (*Corporate Seal*)

SURETY

Company: (*Corporate Seal*)

Signature: _____
Name and
Title:

Signature: _____
Name and
Title:

(*Any additional signatures appear on the last page*)

(*FOR INFORMATION ONLY - Name, Address and Telephone*)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(*Architect, Engineer or other party*):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 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 Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, 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 Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract 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 Construction Contract, 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 performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; 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:

- .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
- .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 Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Section 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 Construction Contract, and if the Surety elects to act under Section 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 Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, 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 Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract 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 years after Contractor Default or within two years after the Contractor ceased working or within two 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.

§ 11 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 here from 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.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract 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 Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract 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 the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

SURETY

Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Additions and Deletions Report for **AIA[®] Document A312[™] – 1984**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:16:57 on 03/23/2010.

PAGE 1

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

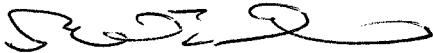
...

Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road
Maxim Road, Hartford, Connecticut

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:16:57 on 03/23/2010 under Order No. 2753486866_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 1984 - Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

MARCH 26, 2010

(Dated)

EXHIBIT G

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

**PAYMENT SECURITY
(PAYMENT BOND FORM)**

 **AIA Document A312™ – 1984**

Payment Bond

CONTRACTOR (*Name, Legal Status and Address*):

SURETY (*Name, Legal Status and Principal Place of Business*):

OWNER (*Name, Legal Status and Address*):

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

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description (*Name and Location*):

Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road
Maxim Road, Hartford, Connecticut

BOND

Date (*Not earlier than Construction Contract Date*):

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (*Corporate Seal*)

SURETY

Company: (*Corporate Seal*)

Signature: _____
Name and
Title:

Signature: _____
Name and
Title:

(*Any additional signatures appear on the last page*)

(*FOR INFORMATION ONLY - Name, Address and Telephone*)

AGENT or BROKER:

OWNER'S REPRESENTATIVE

(*Architect, Engineer or other party*):

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

§ 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 Construction Contract, 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 Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 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 Section 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:

- .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
- .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
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 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 Section 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 Section 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 Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction 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 Construction Contract 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 Construction Contract. 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 Construction Contract 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 Section 4.1 or Section 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 Construction Contract, 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 Contract. 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 Construction Contract, 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 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract 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 Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Additions and Deletions Report for AIA[®] Document A312[™] – 1984

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:19:38 on 03/23/2010.

PAGE 1

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


...

Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road
Maxim Road, Hartford, Connecticut

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald E. Gingerich, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:19:38 on 03/23/2010 under Order No. 2753486866_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 1984 - Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ENVIRONMENTAL COMPLIANCE MANAGER

(Title)

MARCH 26, 2010

(Dated)

EXHIBIT H

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT
PREVAILING WAGE BID PACKAGE**

Prevailing Wage Bid Package

Last Updated: November 10, 2009

You are here: [DOL Web Site](#) > [Wage and Workplace Standards](#) > [Prevailing Wage Bid Package](#)

- [Section 31-53b: Construction safety and Health Course](#). Proof of completion required for employees on public building projects. (PDF, 10KB)
 - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#) (PDF, 20KB)
- [Notice For All Mason Contractors](#) (PDF, 5KB)
- [CT General Statute 31-55a](#)
- [Contracting Agency Certification Form](#) (PDF, 89KB)
- [Contractor's Wage Certification Form](#) (PDF, 11KB)
- [Payroll Certification - Public Works Projects](#)
- [Occupational Classification Bulletin](#)
- [Footnotes](#) (PDF, 31KB) UPDATED

Published by the Connecticut Department of Labor, Project Management Office

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.

(a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine

Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

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

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Statute 31-55a

Last Updated: July 13, 2009

You are here: [DOL Web Site](#) › [Wage and Workplace Standards](#) › [Statute 31-55a](#)

- 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: www.ctdol.state.ct.us. 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)263-6790.

✦ -- [Workplace Laws](#)


Published by the Connecticut Department of Labor, Project Management Office

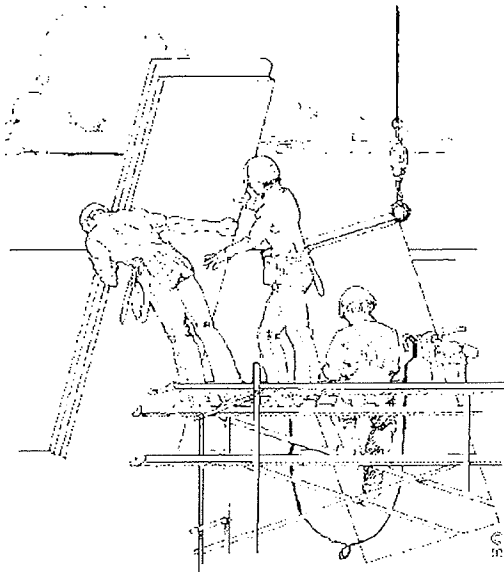
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency address

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

_____, located at _____,
project name and number address

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

Certified Payroll Form WWS - CPI

Last Updated: October 08, 2009

You are here: [DOL Web Site](#) › [Wage and Workplace Standards](#) › Certified Payroll Form WWS - CPI

In accordance with [Connecticut General Statutes, 31-53](#) Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)
- [Sample Completed Form](#) (PDF, 101KB)

Published by the Connecticut Department of Labor, Project Management Office

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

CONTRACTOR NAME AND ADDRESS		PROJECT NAME & ADDRESS		SUBCONTRACTOR NAME & ADDRESS		POLICY #		EFFECTIVE DATE:		EXPIRATION DATE:							
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.		Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Weathersfield, CT 06109		WORKERS COMPENSATION INSURANCE CARRIER		POLICY #		EFFECTIVE DATE:		EXPIRATION DATE:							
PAYROLL NUMBER	PERSON/WORKER ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE	WORK CLASSIFICATION	DAY AND DATE							GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
					S	M	T	W	TH	F	S					FEDERAL STATE	WITH-HOLDING
				Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY							TYPE OF PRINCE BENEFITS Per Hour 1 through 6 (see back)		FICA			
					Total ST Hours								TOTAL FRINGE BENEFIT PLAN CASH		FICA		
						S-TIME								1. \$			
						O-TIME								2. \$			
						S-TIME								3. \$			
						O-TIME								4. \$			
						S-TIME								5. \$			
						O-TIME								6. \$			
						S-TIME								1. \$			
						O-TIME								2. \$			
						S-TIME								3. \$			
						O-TIME								4. \$			
						S-TIME								5. \$			
						O-TIME								6. \$			
						S-TIME								1. \$			
						O-TIME								2. \$			
						S-TIME								3. \$			
						O-TIME								4. \$			
						S-TIME								5. \$			
						O-TIME								6. \$			

7/13/2009
WWS-CPI

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***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 _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 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:

Section A:

1. 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 Connecticut 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.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

(Signature)

(Title)

Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

(Signature)

(Title)

Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

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

Occupational Classification Bulletin

Last Updated: July 14, 2009

You are here: [DOL Web Site](#) > [Wage and Workplace Standards](#) > Occupational Classification Bulletin

- [Informational Bulletin](#) (PDF, 339KB)

Published by the Connecticut Department of Labor, Project Management Office

Information 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.
[New] a. Free-standing furniture is not covered. This includes: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two- position information access station, file cabinets, storage cabinets, tables, etc.
- 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 (Revised)

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

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.

Glaziers

- Installs light metal sash, head sills, and 2-story aluminum storefronts.
- Installation of aluminum window walls and curtain walls is the "joint work" of the Glaziers and Ironworkers classification which requires either a blended rate or equal composite workforce.

Ironworkers

- Handling, sorting, and installation of reinforcing steel (rebar).
- Installation of aluminum window walls and curtain walls is the "joint work" of the Glaziers and Ironworkers classification which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.
- Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.

Insulator

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

Lead Paint Removal

- Painter Rate
 1. Removal of lead paint from bridges.
 2. Removal of lead paint as preparation of any surface to be repainted.
 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer Rate
 1. Removal of lead paint from any surface NOT to be repainted.
 2. Where removal is on a *TOTAL* Demolition project only.

Roofers


- Preparation of surface, tear-off and/or removal of any type of roofing, and/or clean-up of any areas where a roof is to be relaid.

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 06 109 at (860) 263-6543.

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, Concrete Finishers (including caulking),
Stone Masons**
(Building Construction) and
(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. Employers 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, Veterans' 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.

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. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

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 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

EXHIBIT I

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

SCHEDULE OF PREVAILING WAGES

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

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

H 13397

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

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

Project Number:

Project Town: Hartford

FAP Number:

State Number:

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1) Boilermaker	\$33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$32.18	19.79
2) Carpenters, Piledrivermen	\$29.00	17.80
2a) Diver Tenders	\$29.00	17.80

As of:

Monday, March 22, 2010

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

3) Divers	\$37.46	17.80
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$37.65	14.20
4a) Painters: Brush and Roller	\$28.17	14.55
4b) Painters: Spray Only	\$31.17	14.55
4c) Painters: Steel Only	\$30.17	14.55
4d) Painters: Blast and Spray	\$31.17	14.55
4e) Painters: Tanks, Tower and Swing	\$30.17	14.55
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	\$35.40	19.51

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Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$32.75	25.08 + a
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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	\$36.32	21.26
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----LABORERS----

8) Group 1: Laborer (Unskilled); Common or General	\$24.25	14.45
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9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	\$24.50	14.45
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10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)- Last updated 4/8/09	\$24.75	14.45
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	\$24.75	14.45
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12) Group 5: Toxic waste workers (non-mechanical systems) - Last updated 4/8/09	\$26.25	14.45
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Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

13) Group 6: Blasters	\$26.00	14.45
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Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe) - Last updated 4/8/09	\$25.25	14.45
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Group 8: Traffic control signalmen	\$16.00	14.45
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----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---- Last updated 4/5/09----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	\$28.58	14.45 + a
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13b) Brakemen, Trackmen	\$27.75	14.45 + a
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14) Concrete Workers, Form Movers, and Strippers	\$27.75	14.45 + a
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15) Form Erectors	\$28.03	14.45 + a
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As of: Monday, March 22, 2010

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND
TUNNEL IN FREE AIR:----Last updated 4/5/09----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	\$27.75	14.45 + a
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17) Laborers Topside, Cage Tenders, Bellman	\$27.65	14.45 + a
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18) Miners	\$28.58	14.45 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----Last updated 4/5/09----

18a) Blaster	\$34.19	14.45 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$34.02	14.45 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$32.30	14.45 + a
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As of: Monday, March 22, 2010

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

21) Mucking Machine Operator	\$34.70	14.45 + a
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----TRUCK DRIVERS----(*see note below)

Two axle trucks	\$26.98	13.48 + a
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Three axle trucks; two axle ready mix	\$27.08	13.48 + a
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Three axle ready mix	\$27.13	13.48 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	\$27.18	13.48 + a
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Four axle ready-mix	\$27.23	13.48 + a
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Heavy duty trailer (40 tons and over)	\$27.43	13.48 + a
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As of: Monday, March 22, 2010

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$27.23	13.48 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	\$34.05	17.75 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	\$33.73	17.75 + a
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Group 3: Excavator; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	\$32.99	17.75 + a
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Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper)	\$32.60	17.75 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	\$32.01	17.75 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$32.01	17.75 + a
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Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$31.70	17.75 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	\$31.36	17.75 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	\$30.96	17.75 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	\$30.53	17.75 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	\$28.49	17.75 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	\$28.49	17.75 + a
Group 12: Wellpoint Operator.	\$28.43	17.75 + a
Group 13: Compressor Battery Operator.	\$27.85	17.75 + a

As of:

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Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	\$26.71	17.75 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$26.30	17.75 + a
Group 16: Maintenance Engineer/Oiler	\$25.65	17.75 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$29.96	17.75 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$27.54	17.75 + a

**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----Last updated 4/17/09----

20) Lineman, Cable Splicer, Dynamite Man	\$35.65	10.70 + 6.25%
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As of: Monday, March 22, 2010

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

21) Heavy Equipment Operator \$22.09 10.70 + 6.25%

22) Equipment Operator, Tractor Trailer Driver, Material Men \$30.30 10.70 + 6.25%

23) Driver Groundmen \$26.74 10.70 + 6.25%

----LINE CONSTRUCTION----Last updated 4/17/09----

24) Driver Groundmen \$30.92 6.5% + 9.70

25) Groundmen \$22.67 6.5% + 6.20

26) Heavy Equipment Operators \$37.10 6.5% + 10.70

27) Linemen, Cable Splicers, Dynamite Men \$41.22 6.5% + 12.20

As of: Monday, March 22, 2010

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$35.04	6.5% + 10.45
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As of:

Monday, March 22, 2010

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

Welders: Rate for craft to which welding is incidental.

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

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

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

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:

Monday, March 22, 2010

Project: Maintenance And Repairs For Track Grade Crossing Warning Devices At Maxim Road

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

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

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

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

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

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

As of:

Monday, March 22, 2010

EXHIBIT J

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

SEEC FORM 11

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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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

EXHIBIT K

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

AFFIDAVIT CONCERNING NONDISCRIMINATION

AFFIDAVIT CONCERNING NONDISCRIMINATION

[The Contractor's "Affidavit Concerning Nondiscrimination" that was submitted by the Contractor with the Contractor's Bid will be added by CRRA.]

EXHIBIT L

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

AFFIDAVIT CONCERNING CONSULTING FEES

AFFIDAVIT CONCERNING CONSULTING FEES

[The Contractor's "Affidavit Concerning Consulting Fees" that was submitted by the Contractor with the Contractor's Bid will be added by CRRA.]

EXHIBIT M

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

**CONTRACTOR'S CERTIFICATION CONCERNING
GIFTS**

CONTRACTOR'S CERTIFICATION CONCERNING GIFTS

[The Contractor's "Contractor's Certification Concerning Gifts" that was submitted with the Contractor's "Notice of Award" will be added by CRRA.]

EXHIBIT N

To

**AGREEMENT FOR MAINTENANCE AND REPAIRS FOR THE
RAILROAD TRACK GRADE CROSSING ON
MAXIM ROAD, HARTFORD, CONNECTICUT**

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR
MAINTENANCE AND REPAIRS FOR THE RAILROAD TRACK GRADE CROSSING
ON MAXIM ROAD, HARTFORD, CONNECTICUT**

Awarded To

[NAME OF CONTRACTOR]

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

By submission of this Certification, the President of the Connecticut Resources Recovery Authority ("CRRA") hereby certifies that the selection of the most qualified or highest ranked person, firm or corporation for the "Agreement for Maintenance and Repairs for the Railroad Track Grade Crossing on Maxim Road, Hartford, Connecticut" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

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

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court