

**CONNECTICUT
RESOURCES
RECOVERY
AUTHORITY**

**REQUEST FOR BIDS
("RFB")

FOR

CONSTRUCTION
OF A
NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY
(RFB Number 11-EN-002)**

**BID DUE DATE
SEPTEMBER 1, 2010**

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

July 21, 2010

REQUEST FOR BIDS
For
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**REQUEST FOR BIDS
FOR
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

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 Gas Turbine Facility, which includes four gas turbine generators and is located at the South Meadows Station on Reserve Road, Hartford, Connecticut 06114.

The Kerosene A fuel required to run the four gas turbine generators at the Gas Turbine Facility is stored in an existing 5,500,000-gallon, above-ground storage tank that was constructed in 1945. Given the age of the tank (65 years old) and recent inspection results, CRRA has decided to replace the existing tank with a new one.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, supervision, equipment and incidentals thereto to:

- Construct a new 550,000-gallon, welded-steel, aboveground, jet-fuel storage tank;
- Construct a new welded-steel, aboveground, outer containment tank;
- Clean and decommission the existing 5,500,000-gallon, welded-steel, aboveground jet-fuel storage tank; and,
- At CRRA’s sole and absolute discretion, demolish the existing 5,500,000-gallon tank.

The new tank will be located immediately adjacent to the existing tank.

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 **Wednesday, July 21, 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 meet at the Covanta Conference Room, Reserve Road, Gate 20, Hartford, Connecticut 06114, at 10:00 a.m., Wednesday, August 4, 2010.** Any prospective bidder intending to participate in the tour must contact Ronald Gingerich

by telephone (860-757-7703) or by e-mail (rgingerich@ccra.org) by 3:00 p.m., Tuesday, August 3, 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, September 1, 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@ccra.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, August 18, 2010**. Subject to the discretion of CRRA, CRRA may decide to provide written responses to contractors no later than Tuesday, August 24, 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
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**SECTION 2
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

CONSTRUCTION OF A NEW JET-FUEL TANK AT THE MID-CONNECTICUT GAS TURBINE FACILITY (RFB Number 11-EN-002)

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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. One of CRRA’s facilities is the Mid-Connecticut Gas Turbine Facility, which includes four gas turbine generators and is located at the South Meadows Station on Reserve Road, Hartford, Connecticut 06114.

The Kerosene A fuel required to run the four gas turbine generators at the Gas Turbine Facility is stored in an existing 5,500,000-gallon, above-ground storage tank that was con-

structed in 1945. Given the age of the tank (65 years old) and recent inspection results, CRRA has decided to replace the existing tank with a new one.

CRRA is seeking bids from qualified contractors to furnish all tools, materials, labor, supervision, equipment and incidentals thereto to:

- (a) Construct a new 550,000-gallon, welded-steel, aboveground, jet-fuel storage tank;
- (b) Construct a new welded-steel, aboveground, outer containment tank;
- (c) Clean and decommission the existing 5,500,000-gallon, welded-steel, aboveground jet-fuel storage tank; and,
- (d) At CRRA's sole and absolute discretion, demolish the existing 5,500,000-gallon tank.

The new tank will be located immediately adjacent to the existing tank.

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

2. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	TIME/DATE
RFB Documents Available	July 21, 2010
Notice of Intent to Attend Pre-Bid Conference and Site Tour	3:00 p.m., Tuesday, August 3, 2010
Pre-Bid Conference and Site Tour	10:00 a.m., Wednesday, August 4, 2010
Deadline for Written Questions	3:00 p.m., Wednesday, August 18, 2010
Response to Written Questions	No Later Than Tuesday, August 24, 2010
Bids Due at CRRA	3:00 p.m., Wednesday, September 1, 2010
Selection and Notice of Award Issued	Friday, October 1, 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:

- (e) **Addenda:** Written or graphic documents issued prior to the bid due date that clarify, correct or change any or all of the Contract Documents.
- (f) **Contract Documents:**
 - (1) Agreement For Construction Of A New Jet-Fuel Tank At The Mid-Connecticut Gas Turbine Facility (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 and Affidavit Concerning Consulting Fees attached [to be executed by successful bidder]; and
 - (6) Any written amendments to the Agreement.
- (g) **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.
- (h) **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.
- (i) **Project:** The performance by the successful bidder of the construction of a new jet-fuel tank at the Mid-Connecticut Gas Turbine Facility, in accordance with the Contract Documents.
- (j) **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) Subcontractor Identification Form;

- (9) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (10) Affidavit Concerning Nondiscrimination;
- (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 and Affidavit Concerning Consulting Fees attached [to be executed by successful bidder];
- (14) Notice To Proceed; and
- (15) Agreement For Construction Of A New Jet-Fuel Tank At The Mid-Connecticut Gas Turbine Facility, 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.

- (k) **Site:** The Mid-Connecticut Gas Turbine Facility located at the South Meadows Station on Reserve 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 following rights at its sole and absolute discretion:

- (a) 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;
- (b) To republish this RFB after having rejected any or all of the bids; and
- (c) 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 contractors to furnish all tools, materials, labor, equipment and incidentals thereto to construct a new jet-fuel tank at the Mid-Connecticut Gas Turbine Facility (the "Work"). The Work will include, but not be limited to, the following:

- (a) Construct a new 550,000-gallon, welded-steel, aboveground, jet-fuel storage tank;
- (b) Construct a new welded-steel, aboveground, outer containment tank;
- (c) Clean and decommission the existing 5,500,000-gallon, welded-steel, aboveground jet-fuel storage tank; and,
- (d) At CRRA's sole and absolute discretion, demolish the existing 5,500,000-gallon tank.

The new tank will be located immediately adjacent to the existing tank.

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 Wednesday, July 21, 2010 at:

<http://www.crra.org> under the "Business Opportunities" page; select the "RFB: Construction Of A New Jet-Fuel Tank At The Mid-Connecticut Gas Turbine Facility" 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 Wednesday, August 4, 2010. Prospective bidders will meet at the Covanta Conference Room, Reserve Road, Gate 20, 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) by 3:00 p.m., Tuesday, August 3, 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 not to 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 using one of the following methods:

- (a) By e-mail (rgingerich@crra.org);
- (b) By fax (860-757-7742); or

- (c) 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, August 18, 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.crra.org>) on the "Business Opportunities" page under the "RFB: Construction Of A New Jet-Fuel Tank At The Mid-Connecticut Gas Turbine Facility" 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.crra.org>) on the "Business Opportunities" page under the "RFB: Construction Of A New Jet-Fuel Tank At The Mid-Connecticut Gas Turbine Facility" heading. Such addenda will be mailed/e-mailed and posted on the web site no later than Tuesday, August 24, 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, September 1, 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 Construction Of A New Jet-Fuel Tank At The Mid-Connecticut Gas Turbine Facility."

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(e) 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 Subcontractor Identification Form (Section 8 of the RFB Package Documents);
- (i) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form (Section 9 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;
- (j) The completed Affidavit Concerning Nondiscrimination (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 9 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 9 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 9 of the RFB Package Documents));
- (d) The bidder's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area (See Section 15(i) of this Instructions To Bidders); and
- (e) The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises (See Section 15(b)(4) 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 an attachment to the Notice Of Award included in the RFB Package Documents (see Attachment A to Section 13 of the RFB Package Documents).

20. Affidavit Concerning Consulting Fees

Pursuant to *Connecticut General Statutes* Section 4a-81, the apparently successful bidder(s) must submit an affidavit stating that, except as specified in the affidavit, it has not entered into any contract with a consultant in connection with the RFB whereby any duties of the consultant pursuant to the contract require the consultant to pursue communications concerning the business of CRRA, whether or not direct contract with CRRA was expected or made. The affidavit is attached to the Notice Of Award included in the RFB Package Documents (see Attachment B to Section 13 of the RFB Package Documents).

21. 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 a 10-hour Occupational Safety and Health Administration ("OSHA") construction safety and health course.

22. 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.

23. 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.

 **AIA[®] Document A310[™] – 2010****Bid 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, CT 06103

BOND AMOUNT: \$**PROJECT:***(Name, location or address, and Project number, if any)*

Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility
Reserve Road, Gate 20
Hartford, CT 06114

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 Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so

Init.

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User Notes:

(1111844977)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

(Principal) *(Seal)*

(Witness)

(Title)

(Surety) *(Seal)*

(Witness)

(Title)

Additions and Deletions Report for **AIA® Document A310™ – 2010**

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 07:02:31 on 07/20/2010.

PAGE 1

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

...

Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility
Reserve Road, Gate 20
Hartford, CT 06114

**REQUEST FOR BIDS
FOR
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

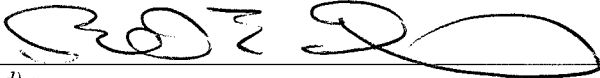
SECTION 3

**BID SECURITY
(BID BOND FORM)**

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 07:02:31 on 07/20/2010 under Order No. 8003794840_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™ – 2010, 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)

DEVELOPMENT MANAGER

(Title)

07/20/10

(Dated)

**REQUEST FOR BIDS
FOR
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**SECTION 4
BID FORM**



BID FORM

PROJECT: Mid-Connecticut

RFB NUMBER: 11-EN-002

CONTRACT FOR: Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility

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) Execute and deliver to CRRA the Affidavit Concerning Consulting Fees;
- (d) Deliver to CRRA the requisite certificates of insurance;
- (e) Deliver to CRRA the requisite Performance Security and Payment Security;

- (f) 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
- (g) 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 Background And Experience Form;
- (d) The completed References Form;
- (e) The completed Subcontractor Identification Form;
- (f) The Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety that has been completely filled out by the Bidder;
- (g) The Affidavit Concerning Nondiscrimination that has been completely filled out by the Bidder and signed before a Notary Public or Commissioner of the Superior Court;
- (h) The 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
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**SECTION 5
BID PRICE FORM**



BID PRICE FORM

Bidder will complete the Work as specified in the Contract Documents for the construction of a new jet-fuel tank at the Mid-Connecticut Gas Turbine Facility for the bid price specified in the tables below.

1. CONSTRUCT NEW TANK AND CONTAINMENT

Bidder will provide all labor, equipment, tools, materials, supervision, and incidentals thereto to (1) construct a new 550,000-gallon, welded-steel, aboveground, jet-fuel storage tank and (2) construct a new welded-steel, aboveground, outer containment tank.

1.1 Alternative 1 – With a Rammed Aggregate Pier and Ringwall Foundation System

Bidder will complete the activities specified in 1 above using Alternative 1 (rammed aggregate pier and ringwall foundation system and cathodic protection) for the lump sum price of:

\$
(Use Numbers)

(Use Words)

1.2 Alternative 2 – With a Pile-Supported Reinforced Concrete Slab Foundation System

Bidder will complete the activities specified in 1 above using Alternative 2 (pile-supported reinforced concrete slab foundation system) for the lump sum price of:

\$
(Use Numbers)

(Use Words)

2. CLEAN AND DECOMMISSION EXISTING TANK

Bidder will provide all labor, equipment, tools, materials, supervision, and incidentals thereto to clean and decommission the existing 5,200,000-gallon, welded-steel, aboveground, jet-fuel storage tank for the lump sum price of:

\$
(Use Numbers)

(Use Words)

3. DEMOLISH EXISTING TANK

Bidder will, if directed by CRRA at its sole and absolute discretion, provide all labor, equipment, tools, materials, supervision, and incidentals thereto to demolish the existing 5,200,000-gallon, welded-steel, aboveground, jet-fuel storage tank for the lump sum price of:

\$
(Use Numbers)

(Use Words)

4. UNIT PRICE BID ITEMS

4.1 Loading and Transportation of Soil to the Hartford Landfill

Bidder will, if directed by CRRA at its sole and absolute discretion, provide all labor, equipment, tools, materials, supervision, and incidentals thereto to load excavated soil (estimated quantity of 300 tons) and transport it to the Hartford Landfill for the **per ton price** of:

\$
(Use Numbers)

(Use Words)

4.2 Removal, Transportation and Disposal of Non-Useable Fuel, Sludge and Tank Bottom Material

Bidder will provide all labor, equipment, tools, materials, supervision, and incidentals thereto to remove all non-useable fuel, sludge and tank bottom material (estimated quantity of 70,000 gallons) from the existing 5,200,000-gallon jet-fuel storage tank, transport such fuel and material to a disposal facility and dispose of such fuel and material for the **per gallon price** of:

\$
(Use Numbers)

(Use Words)

5. AFFIRMATION

Bidder affirms that the lump sum bid prices in Sections 1, 2 and 3 and the per unit bid prices in Section 4 represent 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
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**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 fuel storage-tank construction 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 employee who will lead the fuel storage-tank construction work. 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
FOR
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**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
FOR
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**SECTION 8
SUBCONTRACTOR IDENTIFICATION FORM**



SUBCONTRACTOR IDENTIFICATION FORM
--

Bidder/Proposer/Statement of Qualifications Submitter (hereinafter collectively referred to as "Contractor") shall list below all subcontractor(s) Contractor intends to use in the performance of Work/Services if Contractor is selected to perform the Work/Services and awarded the Agreement. Contractor shall include a description of the Work/Services to be provided by each of the subcontractor(s). If more than four subcontractors would be involved in the performance of the Work/Services, copy this Form as needed.

Subcontractor 1

Company Name	
Work/Services To Be Provided	

Subcontractor 2

Company Name	
Work/Services To Be Provided	

Subcontractor 3

Company Name	
Work/Services To Be Provided	

Subcontractor 4

Company Name	
Work/Services To Be Provided	

**REQUEST FOR BIDS
FOR
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

SECTION 9

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

LIST OF ACRONYMS

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

FOOTNOTES

- 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
FOR
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

SECTION 10

**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 Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility" (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
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

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> <ul style="list-style-type: none"> (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><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> <ul style="list-style-type: none"> (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><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
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

SECTION 12

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

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
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

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.: FY11-EN-002

CONTRACT: Agreement for Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility

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 Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility" (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 8.8, Page 21) of the Agreement, signing the Agreement (Page 23), printing the signer's name under the signature line (Page 23) and printing the signer's title following the word "Its" (Page 23);
- (b) Execute the attached "Contractor's Certification Concerning Gifts" and deliver such executed Certification to CRRA;
- (c) Execute the attached "Affidavit Concerning Consulting Fees" and deliver such executed Certification to CRRA;
- (d) Deliver to CRRA the requisite certificates of insurance;
- (e) Deliver to CRRA the requisite Performance Security and Payment Security;

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

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

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

CONSTRUCTION OF A NEW JET-FUEL TANK AT THE MID-CONNECTICUT GAS TURBINE FACILITY

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

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

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

- 1. I am over eighteen (18) years of age and believe in the obligations of an oath; and
- 2. The Contractor has submitted a bid/proposal/statement of qualifications for the "Agreement for Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility" (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 March 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

Christopher Shepard, Environmental Engineer
Joe Burgio, Senior Civil Engineer
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 10

 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, fiancé 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.

ATTACHMENT B
To
NOTICE OF AWARD

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 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 Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility" (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
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**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 Construction of a New Jet-Fuel Tank at the
Mid-Connecticut Gas Turbine Facility

You are hereby notified to commence the Work related to the construction of a new jet-fuel tank at the Mid-Connecticut Gas Turbine Facility 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 _____, 20__.

By:

Signature: _____

Name (print/type): _____

Title: _____

**REQUEST FOR BIDS
FOR
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

SECTION 15

**AGREEMENT
FOR
CONSTRUCTION OF A NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**AGREEMENT
FOR
CONSTRUCTION
OF A
NEW JET-FUEL TANK
AT THE
MID-CONNECTICUT GAS TURBINE
FACILITY**

BETWEEN

**CONNECTICUT RESOURCES RECOVERY
AUTHORITY**

AND

[NAME OF CONTRACTOR]

Dated as of _____, 2010

AGREEMENT FOR CONSTRUCTION OF A NEW JET-FUEL TANK AT THE MID-CONNECTICUT GAS TURBINE FACILITY

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State Contractors Of Campaign Contribution And Solicitation Ban

EXHIBIT K – Affidavit Concerning Nondiscrimination

EXHIBIT L – Affidavit Concerning Consulting Fees

EXHIBIT M – Contractor's Certification Concerning Gifts

EXHIBIT N – CRRRA President's Certification Concerning Gifts

This **AGREEMENT FOR CONSTRUCTION OF A NEW JET-FUEL TANK AT THE MID-CONNECTICUT GAS TURBINE FACILITY** (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 owns a certain parcel of real property located at Reserve Road, Gate 20 in Hartford, Connecticut, upon which property CRRA operates, among other facilities, the Mid-Connecticut Gas Turbine Facility; and

WHEREAS CRRA now desires to enter into this Agreement with Contractor in order for Contractor to construct a new jet-fuel tank at the Mid-Connecticut Gas Turbine Facility within the boundaries of the Property, 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 D** 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 duly 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.
- (k) **“Project”** means all of the Work associated with this Agreement.
- (l) **“Property”** means the certain parcel of real property owned by CRRA and located at 1 Reserve Road, Gate 20 in Hartford Connecticut.
- (m) **“Site”** means those areas of the Property 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 construction of a new jet-fuel tank at the Mid-Connecticut Gas Turbine Facility;
- (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 Property, 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 construction of an above-ground jet-fuel tank;
- (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 Property necessary for Contractor to perform the Work hereunder, provided that:

- (a) Contractor shall not interfere with any other operations or activities being conducted on the Property 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 the Property; and
- (c) Contractor is in compliance with all of the terms and conditions of this Agreement.

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

2.7 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

Within ten (10) days after the end of each month during the term hereof, Contractor shall submit to CRRA a written request for payment for all the Work completed by Contractor during such month. Each written request for payment shall be submitted on AIA Forms G702 and G703 and in accordance with the General Requirements, and each such request shall include the name of the Project, the contract number, and all of the other information and documentation required by the General Requirements.

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 Contract Price, 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 thousand dollars (\$1,000.00) 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:
 - (1) Such Work has been performed and completed by Contractor in conformance with the Standards;
 - (2) Payment for such Work has not been previously made or is not disputed by CRRA;
 - (3) Contractor is not in default hereunder; and,
 - (4) Contractor has performed and completed all its obligations under this Section 4.3 and Section 4.4 hereof to CRRA's satisfaction, and
- (b) CRRA shall have no further liability hereunder.

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

4.4 Restoration

Unless otherwise directed in writing by CRRA, Contractor shall:

- (a) Restore any part of the Property or any of the improvements located or to be located thereon, other than those areas of the Property or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged by Contractor or any of its directors, officers, employees, agents, subcontractors or materialmen to the same condition existing immediately prior to such disturbance or damage; and
- (a) 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.

5.3 Tank Warranty; Other Warranties and Guarantees

In addition to the warranties required by Section 5.2 above, Contractor shall obtain and provide the warranty required by Technical Specification (**Exhibit B**) Section 13100, subsection 1.6. Contractor shall assign such warranty to CRRA upon the Acceptance Date.

6. INSURANCE

6.1 Required Insurance

At all times during the term of this Agreement (see Section 4.1), 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 insurance written on an Occurrence policy form;
- (b) Automobile Liability insurance (any auto) with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” as defined in exclusion 11 of the commercial auto policy are identified;
- (c) Workers’ Compensation insurance as required by the State in which work is being done;
- (d) Employers’ Liability insurance;
- (e) Pollution Liability insurance;
- (f) Professional Liability insurance; and
- (g) Contractor’s Property insurance.

6.1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (a) General Liability:
 - \$10,000,000 Each Occurrence;
 - \$10,000,000 General Aggregate;
 - \$10,000,000 Products-Completed Operations Aggregate; and
 - \$10,000,000 Personal and Advertising Injury.
- (b) Automobile Liability:
 - \$10,000,000 per accident for bodily injury and property damage combined single limit;

\$10,000,000 if “pollutants,” as defined in CA0001 exclusion 11, are identified.

(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) Pollution Liability:

\$10,000,000 Per Loss.

(f) Professional Liability:

\$2,000,000 Per Loss.

(g) Contractor’s Property:

At 100% Actual Cash Value (“ACV”).

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 (if used to meet limits), 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.
- (e) Products and Completed Operations coverage should be maintained until at least two years after final acceptance of work. The General Aggregate should apply on a “per project” basis.

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 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. If the entity issuing the Bonds is an insurance company, it must be rated A-VII or better by A.M. Best. If the entity issuing the Bonds is a bank, it must be rated BBB or better by Standard & Poor's Rating Group or its equivalent from Moody's Investor Services, Inc.

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: Environmental Engineer

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 of Contractor's execution of this Agreement, Contractor simultaneously executed a document entitled Affidavit Concerning Consulting Fees and said document is attached hereto and made a part of this Agreement as Exhibit 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 C

To

**AGREEMENT FOR CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

PLANS

CONNECTICUT RESOURCES RECOVERY AUTHORITY TANK No.6 REPLACEMENT PROJECT RESERVE ROAD HARTFORD, CONNECTICUT CRRA RFB No. 11-EN-002

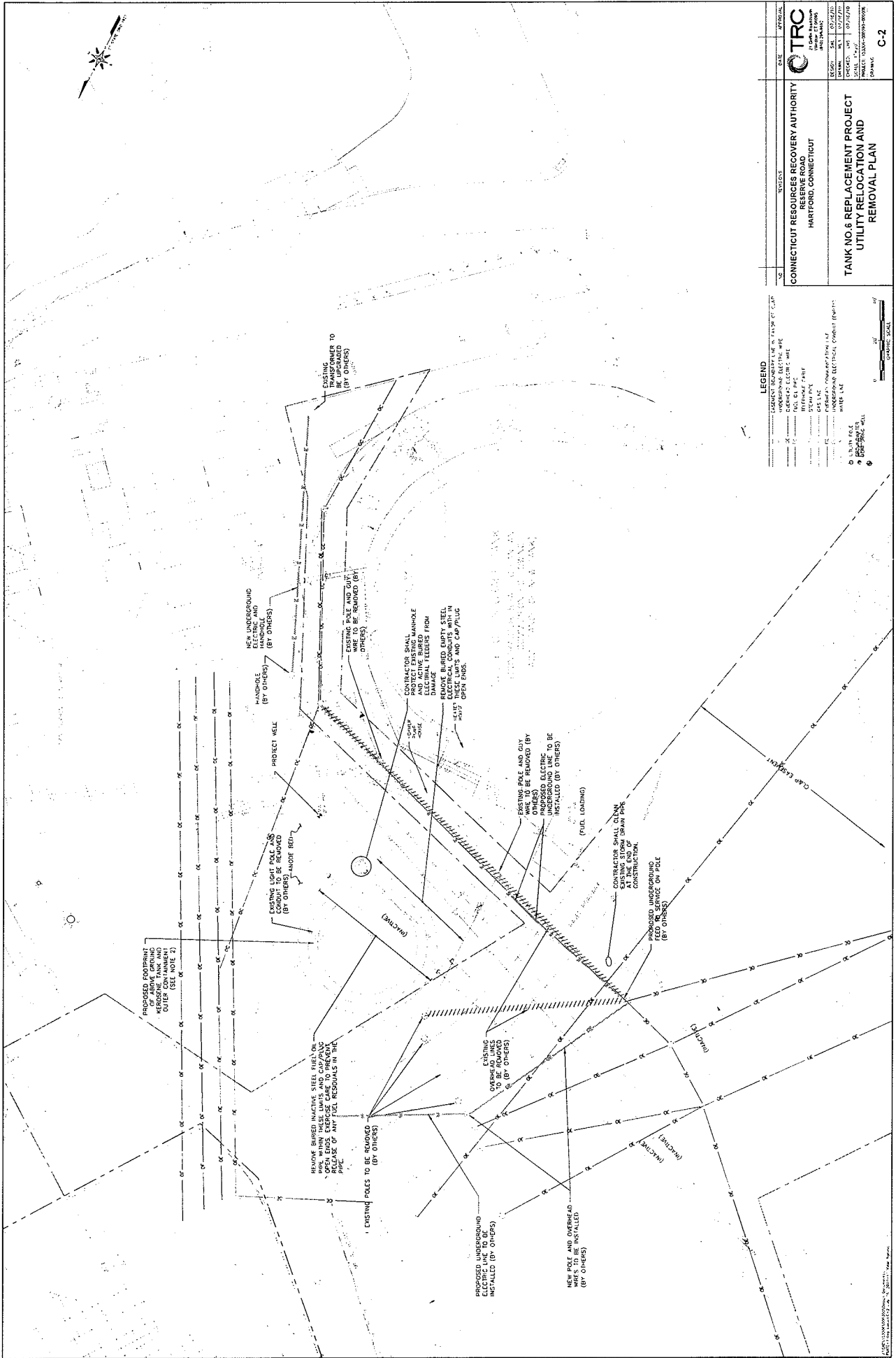
PREPARED BY:
 **TRC**
 21 Griffin Road North
 Windsor, CT 06095
 (860) 298-9692



LOCATION MAP
 1" = 100'
 1" = 200'
 1" = 400'

JULY 16, 2010

DRAWING LIST	DRAWING TITLE
DRAWING NO.	TITLE SHEET AND INDEX
T-1	TITLE SHEET AND INDEX
G-1	PROJECT GENERAL NOTES
C-1	EXISTING CONDITIONS
C-2	UTILITY RELOCATION AND REMOVAL PLAN
C-3	SITE PLAN
C-4	SEDIMENTATION & EROSION CONTROL PLAN
C-5	SOIL EROSION AND SEDIMENTATION CONTROL DETAILS
C-6	PIPING LAYOUT PLAN AND DETAIL
C-7	RAMMED AGGREGATE PIER FOUNDATION PLAN AND SECTION
C-8	TANK LAYOUT PLAN
C-9	TANK LAYOUT ELEVATION
E-1	ELECTRICAL PLAN
S-1	GENERAL STRUCTURAL NOTES & RINGWALL FOUNDATION
S-2	PILE FOUNDATION ALTERNATE



DATE: 07/20/06
 PROJECT: C-2
 DRAWING: C-2

CONNECTICUT RESOURCES RECOVERY AUTHORITY
 RESERVE ROAD
 HARTFORD, CONNECTICUT

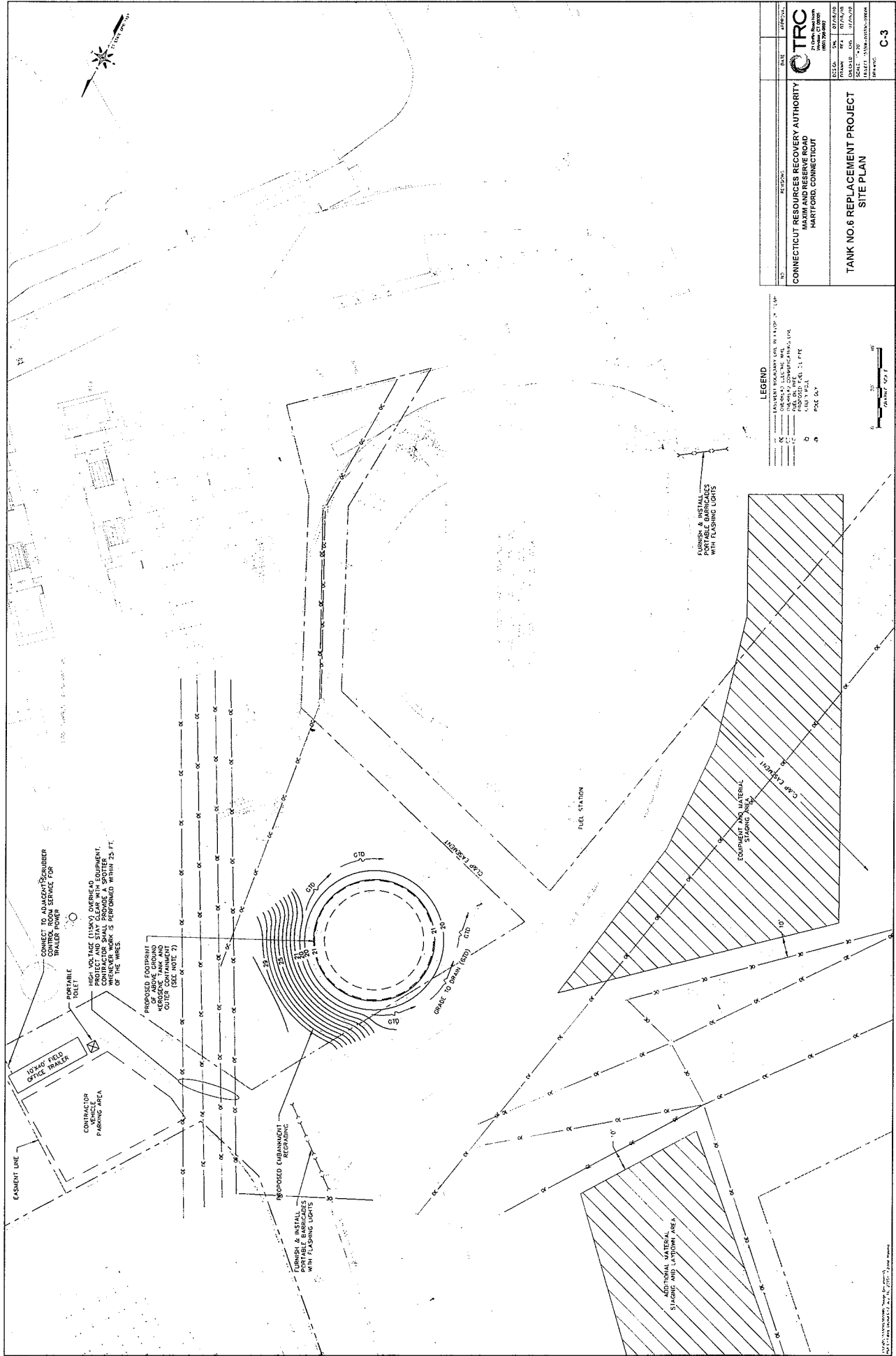
TANK NO. 8 REPLACEMENT PROJECT
 UTILITY RELOCATION AND
 REMOVAL PLAN

LEGEND

(Symbol)	EXISTING UNDERGROUND ELECTRIC WIRE TO BE REMOVED (BY OTHERS)
(Symbol)	EXISTING UNDERGROUND ELECTRIC WIRE TO BE REMOVED (BY OTHERS)
(Symbol)	EXISTING UNDERGROUND FUELLINE TO BE REMOVED (BY OTHERS)
(Symbol)	EXISTING UNDERGROUND GAS LINE
(Symbol)	EXISTING UNDERGROUND ELECTRIC CONDUIT (BY OTHERS)
(Symbol)	EXISTING UNDERGROUND WIRE LINE
(Symbol)	EXISTING LIGHT POLE AND CONDUIT TO BE REMOVED (BY OTHERS)
(Symbol)	EXISTING UNDERGROUND WIRE LINE
(Symbol)	EXISTING UNDERGROUND WIRE LINE
(Symbol)	EXISTING UNDERGROUND WIRE LINE

CONTRACTOR SHALL CLEAN UP THE SITE AT THE END OF CONSTRUCTION.
 CONTRACTOR SHALL CLEAN UP THE SITE AT THE END OF CONSTRUCTION.
 CONTRACTOR SHALL CLEAN UP THE SITE AT THE END OF CONSTRUCTION.

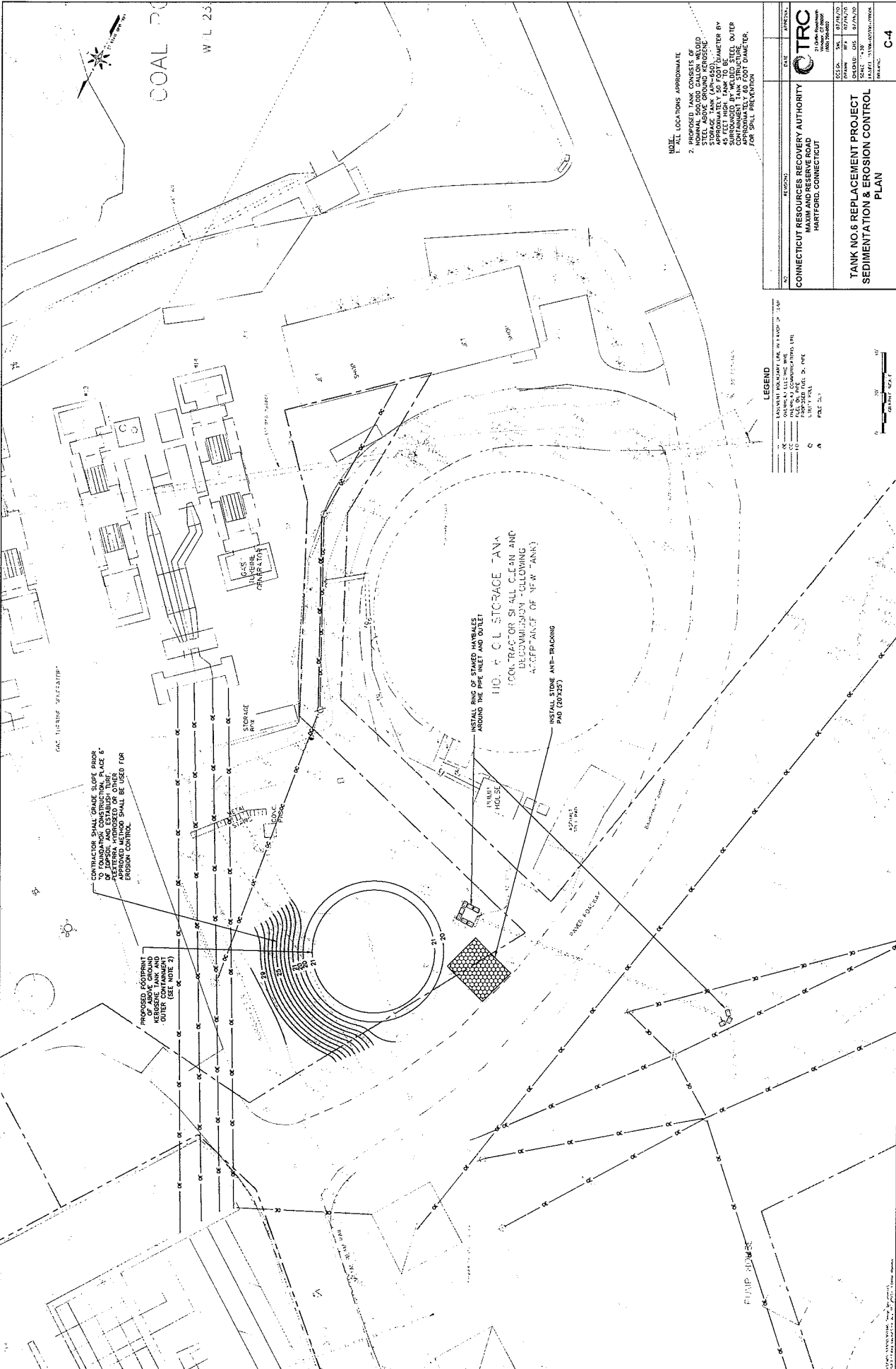




NO.	REVISION	DATE	APPROVAL
CONNECTICUT RESOURCES RECOVERY AUTHORITY MAXIM AND RESERVE ROAD HARTFORD, CONNECTICUT			
TANK NO. 6 REPLACEMENT PROJECT SITE PLAN			
DRAWN BY: J. J. [Name] CHECKED BY: [Name]		SCALE: 1" = 50' PROJECT NO.: [Number]	

LEGEND			
—	EXISTING UTILITY LOCATIONS	---	PROPOSED UTILITY LOCATIONS
○	PROPOSED EXHURBMENT REPAIRING	□	CONCRETE & METAL PORTABLE BARRICADES WITH FLASHING LIGHTS
▨	EQUIPMENT AND MATERIAL STAGING AREA	○	PROPOSED FOOTPRINT
□	CONTRACTOR VEHICLE PARKING AREA		

ALL RIGHTS RESERVED
 NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.



NOTE:
 1. ALL LOCATIONS APPROXIMATE
 2. PROPOSED TANK CONSISTS OF
 STEEL 500,000 GALLON INCLUDES
 STORAGE TANK (AP-650) 10' DIAMETER BY
 45 FEET HIGH. TANK TO BE
 SURROUNDED BY 12" DIAMETER 48" O.D.T.
 APPROXIMATELY 40 FOOT DIAMETER.
 FOR SILE PREVENTION

LEGEND

---	EASEMENT BOUNDARY LINE (SEE NOTE 1)
○	MANHOLE
○	CONCRETE CONDUIT
○	12" DIA. 48" O.D.T.
○	12" DIA. 48" O.D.T. - 5' PVE
○	12" DIA. 48" O.D.T. - 15' PVE
○	12" DIA. 48" O.D.T. - 20' PVE
○	12" DIA. 48" O.D.T. - 25' PVE
○	12" DIA. 48" O.D.T. - 30' PVE
○	12" DIA. 48" O.D.T. - 35' PVE
○	12" DIA. 48" O.D.T. - 40' PVE
○	12" DIA. 48" O.D.T. - 45' PVE
○	12" DIA. 48" O.D.T. - 50' PVE
○	12" DIA. 48" O.D.T. - 55' PVE
○	12" DIA. 48" O.D.T. - 60' PVE

CONNECTICUT RESOURCES RECOVERY AUTHORITY
 210 Main Street
 HARTFORD, CONNECTICUT 06103
 TEL: 860-424-2000
 FAX: 860-424-2001
 WWW: www.crra.com

TANK NO. 6 REPLACEMENT PROJECT
SEDIMENTATION & EROSION CONTROL
PLAN

C-4

CONTRACTOR SHALL GRADE SLOPE PRIOR TO FOUNDATION CONSTRUCTION. PLACE 6" FLEXITERRA MATS OR OTHER EROSION CONTROL MATS WHERE APPROPRIATE.

PROPOSED LOCATION OF ABOVE GROUND HERMESCHE TANK AND COVER (SEE NOTE 2)

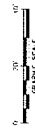
INSTALL RING OF STAMPED HAYBALES AROUND THE PIPE INLET AND SOLETS
 100% R.C.C. STORAGE TANK
 (CONTRACTOR SHALL CLEAN AND DISCOMMISSION FOLLOWING ACCEPTANCE OF NEW TANK)

INSTALL STONE ANTI-TRACKING PAD (EODS)

UTILITY HOLES

PUMP HOUSE

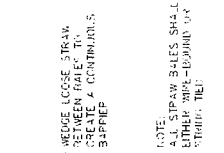
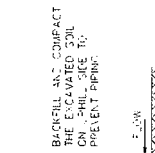
COAL POND
 W L 25



SOIL EROSION AND SEDIMENT CONTROL MEASURES DURING CONSTRUCTION

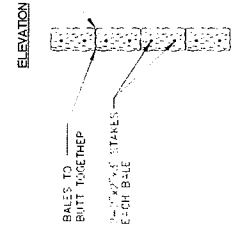
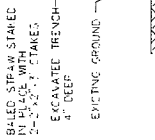
MEASURES AND METHODS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND LOCATIONS. THE CONTRACTOR IS REQUIRED TO FOLLOW BEST MANAGEMENT PRACTICES (BMP) TO PREVENT SOIL EROSION AND SEDIMENTATION FROM THE SITE. THE CONTRACTOR SHALL MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO:

1. PROVIDING SILT FENCE OR STRAW BALE SEDIMENT BARRIERS UNTIL THE SOIL COLES IS RESTORED.
2. ENCLOSING STOCKPILE AREAS AND CONSTRUCTION-LAY-DOWN AREAS WITH SEDIMENT BARRIERS.
3. INSTALLING SILT FENCE AND STRAW BALE BARRIERS, STRAW EROSION AND SEDIMENT CONTROL BARRIERS (E.G. ROW-ON BARRIERS), SHALL BE EMPLOYED ON ALL 45-DEGREE BANKS, EXCEPT ON SITE-SPECIFIC CONDITIONS, AND IN ACCORDANCE WITH THE APPLICABLE SOIL EROSION AND SEDIMENT CONTROL PLAN.
4. STABILIZING THE SITE BY ESTABLISHING TUFFS AS SOON AS POSSIBLE AFTER ALL GRADES ARE COMPLETED.
5. PERIODICALLY INSPECTING STRAW BARRIERS FOR ACCUMULATED SEDIMENT AND REMOVING SEDIMENT FROM STRAW BARRIERS AS NECESSARY. INSPECTIONS SHALL BE CONDUCTED AT A MINIMUM OF ONE EVERY SEVEN CALENDAR DAYS OR WITHIN 24 HOURS OF THE END OF A STORM EVENT THAT PRODUCES 0.5 INCHES OR MORE PRECIPITATION.
6. PERIODICALLY INSPECTING SEDIMENT BARRIERS FOR ACCUMULATED SEDIMENT, REMOVING SEDIMENT FROM BARRIERS WHEN IT HAS REACHED THE LEASEE OF ONE-THIRD OF THE HEIGHT OF THE BARRIER OR SIX INCHES IN HEIGHT.
7. PERIODICALLY INSPECTING SILT FENCES FOR SEDIMENT TRAPS IN THE FENCING AND FABRIC ATTACHMENT TO POSTS, INSPECTING POSTS TO ENSURE THEY ARE FIRMLY ANCHORED IN THE GROUND ALSO INSPECTING STRAW BALES FOR SEPT OF SEDIMENT DAMAGE, BROKEN STAPLES, ANY TEARS.
8. INSPECTING BERM IF EMPLOYED FOR WASHOUTS OR MOVEMENT AND REPAIRING AS REQUIRED. REPAIRING, REPAIRS SUSCEPTIBLE TO EROSION WITH STONE AND REPAIRING INDIVIDUALLY ANY RIPRAP EXPOSED MOVEMENT OR WASHOUT IN RESPONSE TO THE OBSERVED RUNOFF FLOW PATTERNS, INCORPORATING LARGE STONES INTO THE STRUCTURE FOR ANCHORING, IF NECESSARY.
9. IN ADDITION TO THE FERMETER CONTROLS AND GENERAL MEASURES, PERFORM WORK ACCORDING TO BEST MANAGEMENT PRACTICES TO MINIMIZE SOIL EROSION AND CONTROL SEDIMENTATION.
10. SNOW SHALL BE PILED SO AS NOT TO INTERFERE WITH SEDIMENT AND EROSION CONTROL AND DRAINAGE SWALES, RIDS CREATED BY VEHICULAR TRAFFIC OVER SLOPES OR UNSTABLE SOIL SHALL BE LEICLED ON A DAILY BASIS AND MIXED WITH SALT OR CHEMICALS TO STABILIZE THE SURFACE GRADE.
11. THE CONTRACTOR SHALL EMPLOY CONSTRUCTION METHODS AND MEANS THAT KEEP EROSION TO A MINIMUM AND SHALL NOT DISCHARGE INTO THE ATMOSPHERE OR WATERWAYS ANY EXCESSIVE DUST OR PARTICLES. THE CONTRACTOR SHALL PROVIDE A SUFFICIENTLY COMPACTABLE SUBGRADE FOR THE PROPOSED DRIVEWAY OR PAVEMENT TO PREVENT OR MINIMIZE THE RISK OF EROSION AND SEDIMENTATION. THE CONTRACTOR SHALL PROVIDE SUFFICIENT CLEAN WATER AND MEANS OF STORING, SPREADING AND SPRAYING AT ALL TIMES DURING CONSTRUCTION TO CONTROL DUST AT ALL TIMES UNLESS OTHERWISE SPECIFIED BY WEATHER CONDITIONS AND CONSTRUCTION ACTIVITIES.
12. CLEANUP ANY MATERIAL THAT SPILL ONTO THE STREETS IMMEDIATELY. PROVIDE A REGULARLY SCHEDULED STREET SWEEPER FOR REGULARLY CLEANING THE SITE AND STREETS AS INDICATED IN THE SPECIFICATIONS.



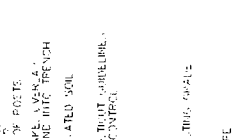
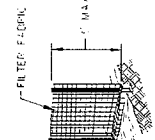
TEMPORARY SEDIMENT AND EROSION CONTROL BARRIER-STRAW BALES

VIS



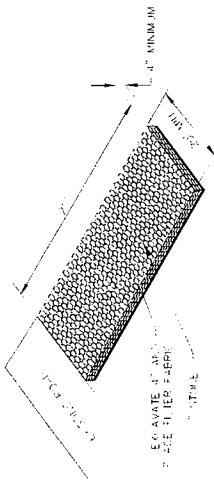
TEMPORARY SEDIMENT AND EROSION CONTROL BARRIER-SILT FENCE

VIS



ANTI-TRACKING PAD

VIS

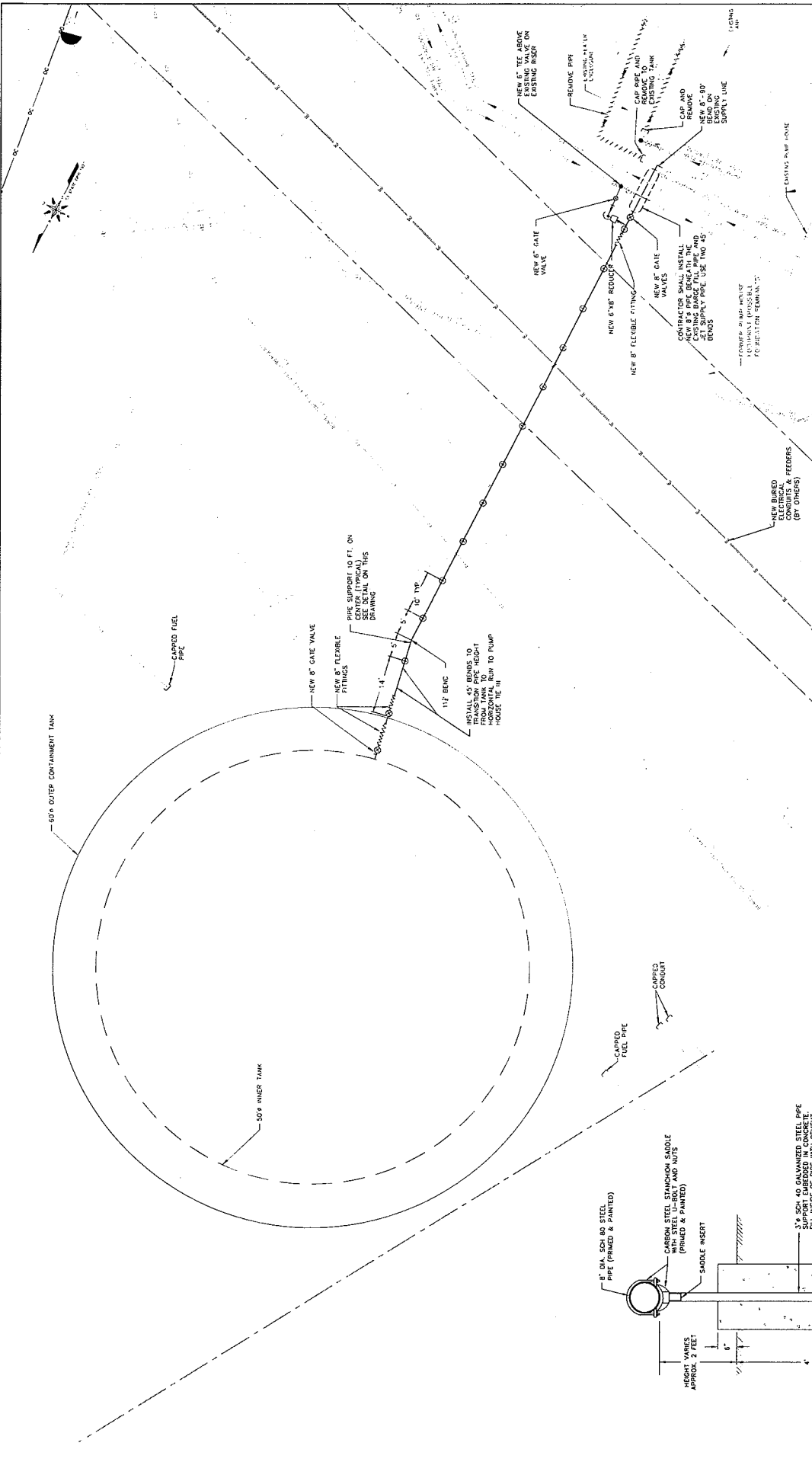


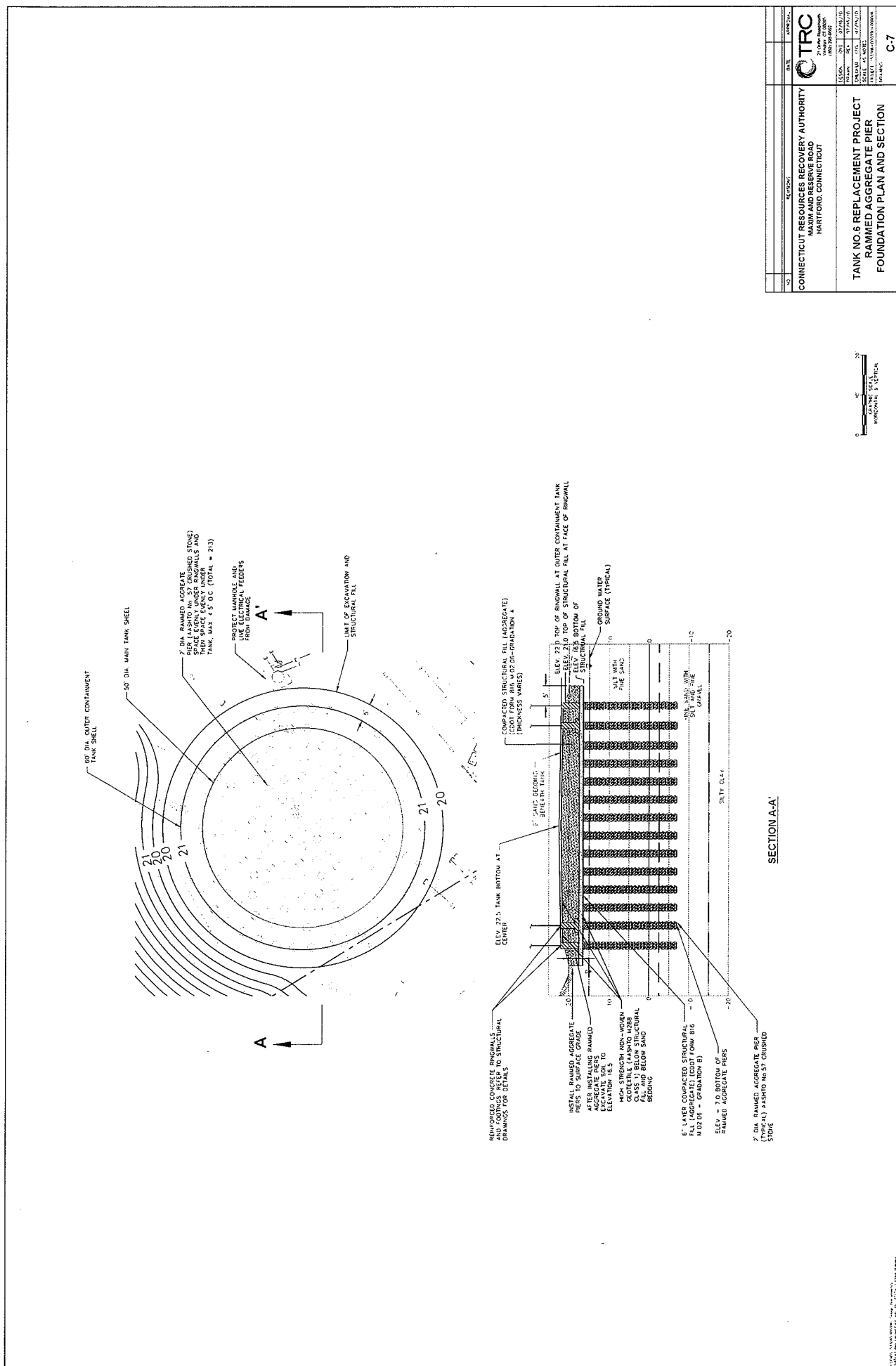
PERMANENT SITE STABILIZATION MEASURES

AFTER ALL CONSTRUCTION IS COMPLETED, ALL EXPOSED SURFACES SHALL BE REVEGETATED WITH PERMANENT VEGETATION. THE CONTRACTOR SHALL MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO:

1. INSTALL PERMETER EROSION AND SEDIMENT CONTROL (SILT FENCE, STRAW BALE), AND CATCH BASIN (SEDIMENT TRAPS) PRIOR TO ANY CONSTRUCTION RELATED ACTIVITIES AS SHOWN ON THE DRAWINGS.
2. INSTALL SEDIMENT BARRIERS DOWNGRADIENT OF PROPOSED CONSTRUCTION AREAS AS SHOWN ON THE DRAWINGS.
3. INSTALL APPROVED CATCH BASIN, SEDIMENT TRAPS AT ALL CATCH BASINS IN THE VICINITY OF CONSTRUCTION ACTIVITIES.
4. PERIODICALLY INSPECT EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION AND MAINTAIN THEM AS NECESSARY. PERIODICALLY INSPECT EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION AND MAINTAIN THEM AS NECESSARY.
5. REMOVE ALL ACCUMULATED SEDIMENT IN CATCH BASINS, AS APPLICABLE, AFTER THE SITE IS FULLY STABILIZED.

NO.	REVISION	DATE	BY	APPROVED
CONNECTICUT RESOURCES RECOVERY AUTHORITY				
HARTFORD, CONNECTICUT				
TANK NO.8 REPLACEMENT PROJECT				
SOIL EROSION AND SEDIMENTATION				
CONTROL DETAILS				
C-5				





60" DIA. OUTER CONTAINMENT TANK SHELL

50" DIA. MAIN TANK SHELL

7" DIA. RAMMED AGGREGATE PIER (CRUSHED STONE) SPACE ONLY UNDER RINGWALLS AND BETWEEN RINGWALLS. TOTAL # 213

PROTECT MANHOLE AND LIVE ELECTRICAL FEEDERS FROM DAMAGE

LIMIT OF EXCAVATION AND STRUCTURAL FILL

REINFORCED CONCRETE RINGWALLS AND FOOTINGS REFER TO STRUCTURAL DRAWINGS FOR DETAILS

ELEV. 22.0 TOP OF RINGWALL AT OUTER CONTAINMENT TANK

ELEV. 21.0 TOP OF STRUCTURAL FILL AT FACE OF RINGWALL

ELEV. 16.5 TOP OF STRUCTURAL FILL

ELEV. 0.0 GROUND WATER SURFACE (TYPICAL)

6" SAND BEDDING BENEATH TANK

COMPACTED STRUCTURAL FILL (AGGREGATE) (COOT FROM R14 W 02 OR GRABATION 4) (FINENESS VARIES)

6" SAND BEDDING BENEATH TANK

SALT WITH FINE SAND

SHALLOUW

SHALLOUW

SHALLOUW

SHALLOUW

SHALLOUW

SHALLOUW

SECTION A-A'

7" DIA. RAMMED AGGREGATE PIER (NO. 57 CRUSHED STONE)

ELEV. -7.0 BOTTOM OF RAMMED AGGREGATE PIER

6" LAYER COMPACTED STRUCTURAL FILL (AGGREGATE) (COOT FROM R16 W 02 OR GRABATION E)

HIGH STRENGTH NON-WOVEN GEOTEXTILE

CLASS 10 BELOW STRUCTURAL FILL AND BELOW SAND BEDDING

SHALLOUW

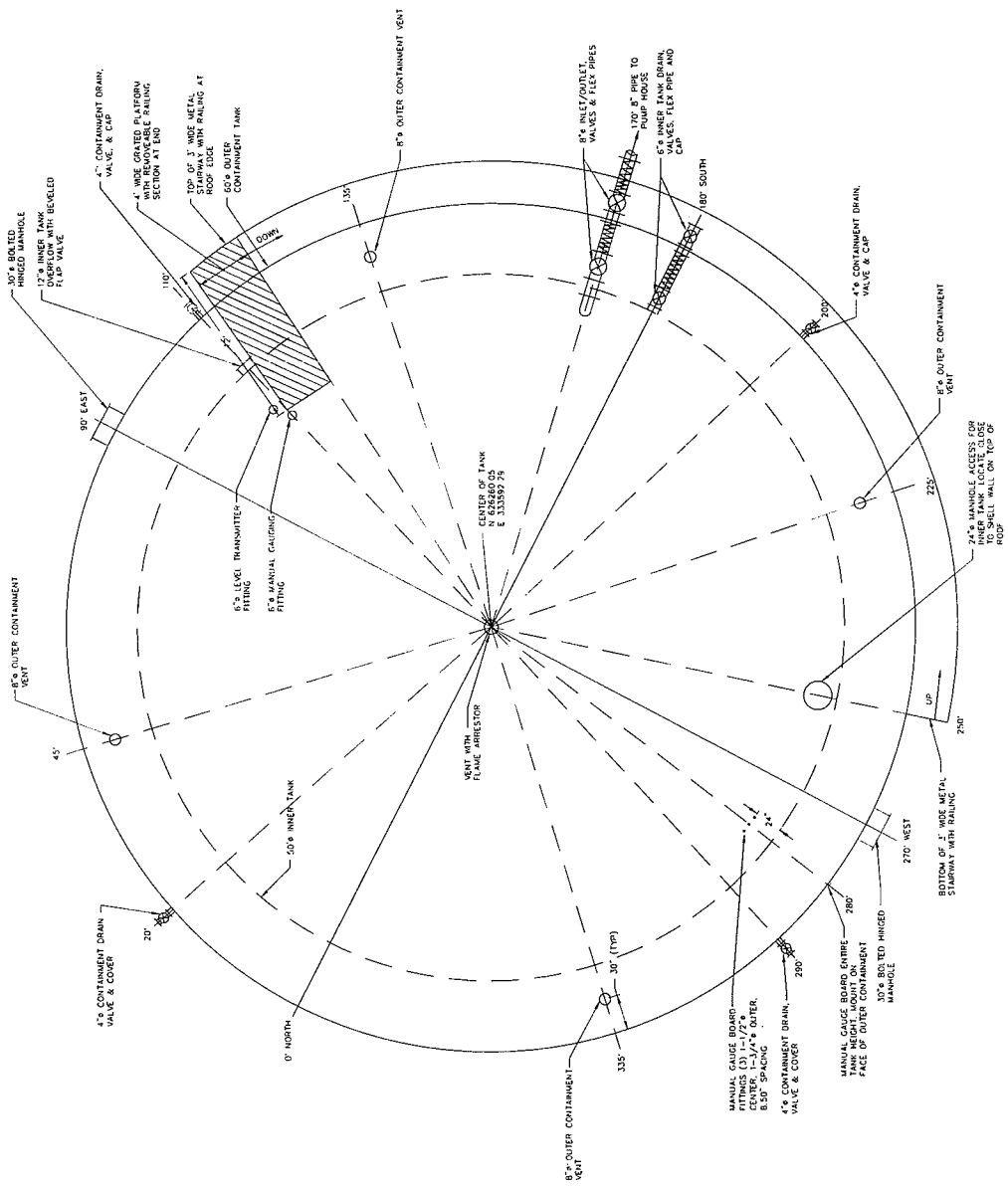
SHALLOUW

SHALLOUW

SHALLOUW

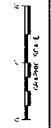
DATE		REVISIONS
 CONNECTICUT RECOVERY AUTHORITY MANN AND RESERVE ROAD MIDDLETOWN, CONNECTICUT		PROJECT NO. 2017-001 DRAWN BY J. J. JONES CHECKED BY J. J. JONES SCALE: 1/8" = 1'-0"
TANK NO. 6 REPLACEMENT PROJECT RAMMED AGGREGATE PIER FOUNDATION PLAN AND SECTION		



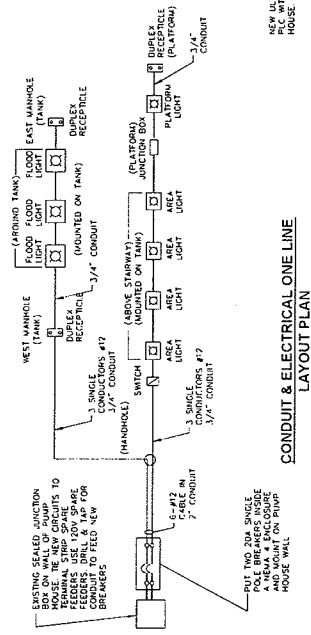
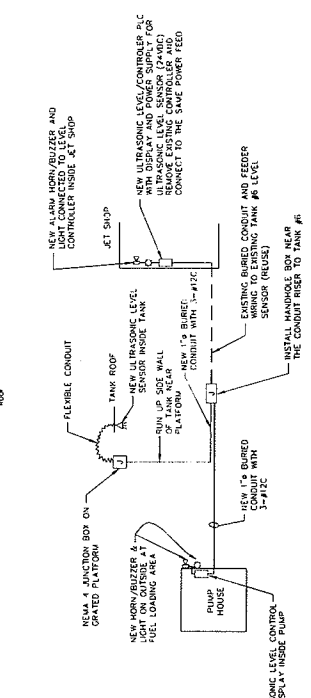
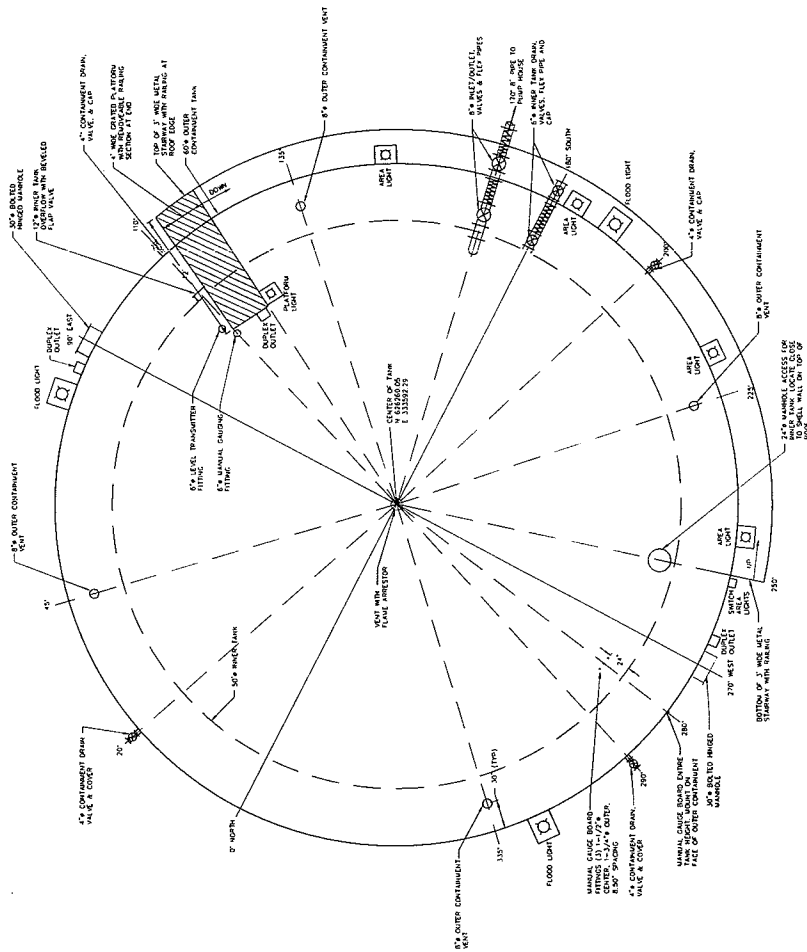


NO.	REVISION	DATE	BY
1		11/17/05	

CONNECTICUT RESOURCES RECOVERY AUTHORITY HARTFORD, CONNECTICUT		TRC 1000 W. MAIN ST. HARTFORD, CT 06103 TEL: 860.264.1234 FAX: 860.264.1235 WWW.TRC-CT.COM	
PROJECT	TANK No. 6 REPLACEMENT PROJECT	DATE	11/17/05
SCALE	AS SHOWN	SCALE	AS SHOWN
TANK LAYOUT PLAN		SCALE	AS SHOWN
C-8			

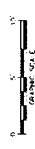


DATE PLOTTED: 11/17/05 10:58 AM



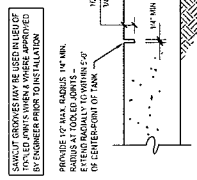
TANK LEVEL SENSING & ALARM LAYOUT

CONDUIT & ELECTRICAL ONE LINE LAYOUT PLAN



NO.	DATE	REVISION
CONNECTICUT RESOURCES RECOVERY AUTHORITY RESERVE ROAD HARTFORD, CONNECTICUT		
DESIGN	DATE	BY
ENGINEER	05/13/2010	JK
CHECKED	05/13/2010	JK
PROJECT	TANK #8 REPLACEMENT WORK	
APP. NO.	E-1	

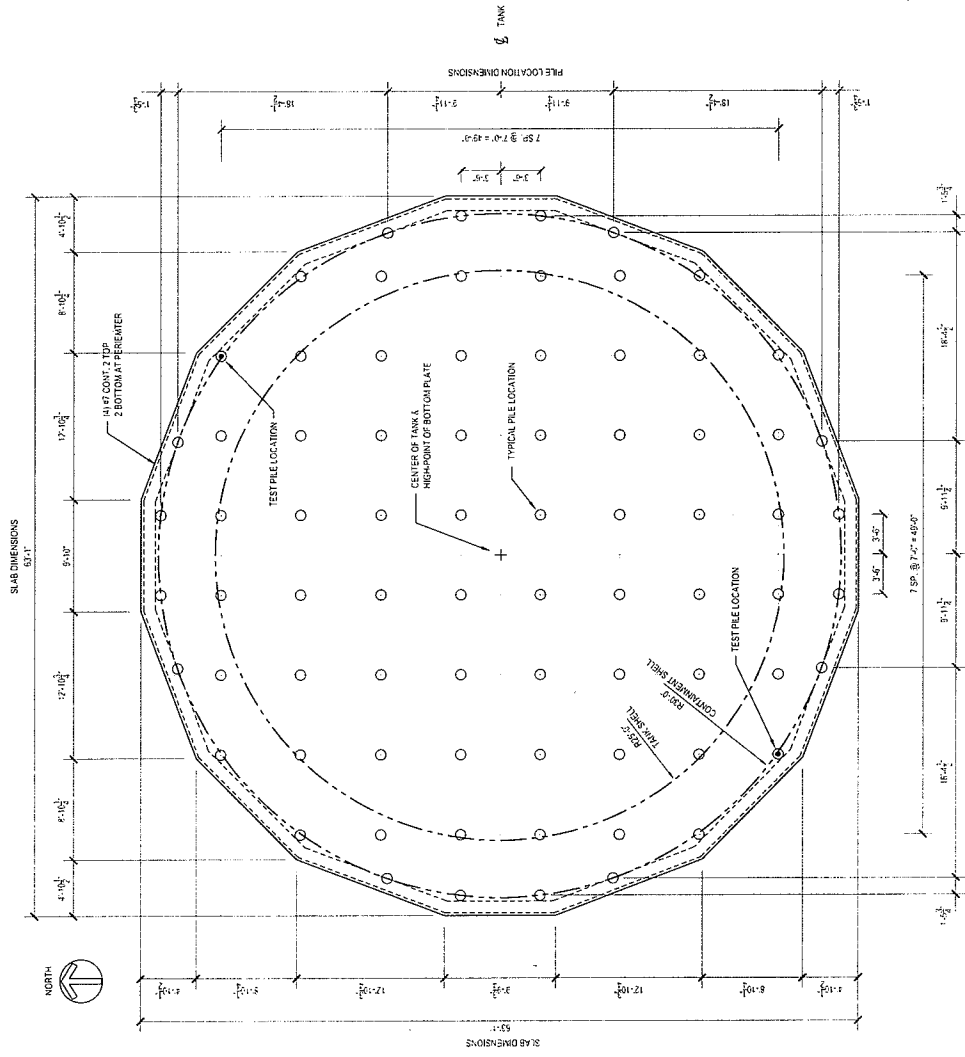
TANK No. 8 REPLACEMENT PROJECT
ELECTRICAL PLAN



2
S-2
TYPICAL TOOLED OR SAWCUT SLAB GROOVE
NOT TO SCALE

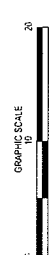


3
S-2
SECTION THRU PILE-SUPPORTED SLAB
3/8\"/>



1
S-2
PILE SLAB PLAN
1\"/>

- PILE NOTES:
1. ALL PILES SHALL HAVE A MINIMUM COMPRESSIVE LOAD CAPACITY OF 55 TONS.
 2. ALL PILES SHALL HAVE A MINIMUM LATERAL LOAD CAPACITY OF 4 TONS.
 3. ALL PILES SHALL BE 12\"/>
 - 4. TWO PERMANENT PILE LOCATION MARKERS SHALL BE USED AS INDICATOR PILES. INDICATOR PILES SHALL BE 12\"/>
 - 5. AT BOTH INDICATOR PILES A PILE DYNAMIC ANALYSIS (PDA) AND A WAVE EQUATION ANALYSIS SHALL BE PERFORMED IN STRICT ACCORDANCE WITH GEOTECHNICAL ADDENDUM I - ORIENT PILE EVALUATION BY TRC ENVIRONMENTAL CORPORATION DATED JULY 14, 2011.
 - 6. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.



PROJECT NO.	51812
CITY	HARTFORD
PROJECT TITLE	CRRA SOUTH MEADOWS GENERATING STATION JET FUEL STORAGE TANK No. 6 REPLACEMENT
DRAWING TITLE	PILE FOUNDATION ALTERNATE
DRAWING NO.	S-2
SHEET NO.	
DATE	PLOTTED DATE: 15 JUL 10
DESIGNED BY	TRC ENGINEERS, INC.
CHECKED BY	TRC ENGINEERS, INC.
DATE CHECKED	07/15/10
REVISIONS	
DESCRIPTION	
REV.	DATE

EXHIBIT D

To

**AGREEMENT FOR CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

PROJECT SCHEDULE

PROJECT SCHEDULE

COMPLETION DATE	<p>Contractor must complete all of the work involved in tank construction, commence in-service, full operation and have such work ready for CRRA's acceptance at the end of two hundred forty five (245) days following the issuance of the Notice To Proceed.</p> <p>Within 30 days following the date of in-service, full operation, CRRA will remove all remaining usable fuel from Tank #6.</p> <p>The total contract time for cleaning and decommissioning of the existing Tank #6 shall be 30 days following the date that the Owner completes removal of all remaining usable fuel from Tank #6.</p> <p>The total contract time for the demolition of Tank #6, which will be completed at the Owner's sole and absolute discretion, will be 90 days following the completion of cleaning and decommissioning.</p>
------------------------	--

EXHIBIT E

To

**AGREEMENT FOR CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

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 CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**PERFORMANCE SECURITY
(PERFORMANCE BOND FORM)**

 **AIA**[®] Document A312[™] – 2010

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, CT 06103

CONSTRUCTION CONTRACT
Date:
Amount: \$
Description:
(Name and location)
Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility
Reserve Road, Gate 20
Hartford, CT 06114

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: \$
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL **SURETY**
Company: *(Corporate Seal)* Company: *(Corporate Seal)*

Signature: _____ Signature: _____
Name and Name and
Title: Title:
(Any additional signatures appear on the last page of this Performance Bond.)

(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 Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

§ 1 The Contractor and 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 when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 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:

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

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 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 a 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 5.4, and the Owner refuses the payment 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.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 5; and
- .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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 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 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 a declaration of 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **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.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 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[™] – 2010**

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 07:07:06 on 07/20/2010.

PAGE 1

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

...

Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine
Facility
Reserve Road, Gate 20
Hartford, CT 06114

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 07:07:06 on 07/20/2010 under Order No. 8003794840_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™ – 2010, 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)

(Title)

(Dated)

EXHIBIT G

To

**AGREEMENT FOR CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**PAYMENT SECURITY
(PAYMENT BOND FORM)**



AIA[®]

Document A312[™] – 2010

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, CT 06103

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility
Reserve Road, Gate 20
Hartford, CT 06114

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(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 Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(959469688)

§ 1 The Contractor and 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, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 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

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

Init.

Additions and Deletions Report for **AIA[®] Document A312TM – 2010**

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 07:05:19 on 07/20/2010.

PAGE 1

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

...

Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine
Facility
Reserve Road, Gate 20
Hartford, CT 06114

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 07:05:19 on 07/20/2010 under Order No. 8003794840_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™ – 2010, 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)

(Title)

(Dated)

EXHIBIT H

To

**AGREEMENT FOR CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY
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

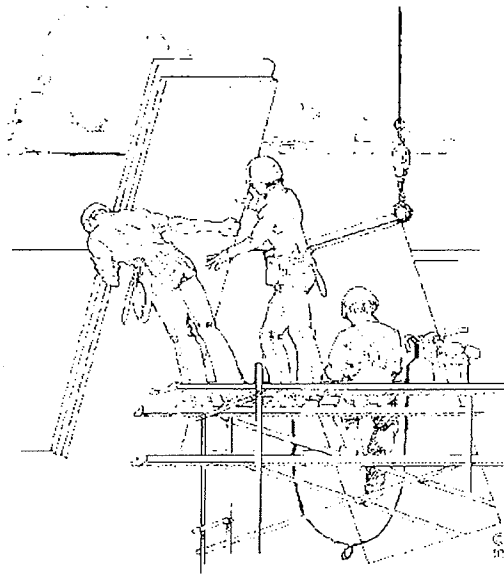
~NOTICE~

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				SUBCONTRACTOR NAME & ADDRESS				WORKER'S COMPENSATION INSURANCE CARRIER								
PAYROLL NUMBER				PROJECT NAME & ADDRESS				POLICY #								
PERSON/WORKER ADDRESS and SECTION				DAY AND DATE				TOTAL DEDUCTIONS								
APPR. RATE %	MALE/FEMALE AND RACE*	CLASSIFICATION	Trade License Type & Number - OSHA 10 Certification Number	S	M	T	W	TH	F	S	TOTAL FEDERAL	WITH-HOLDING	FICA	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				HOURS WORKED EACH DAY												
				Total Hours							CASH		1 through 6			
				S-TIME							1.	2.	FEDERAL STATE			
				O-TIME							3.	4.	WITH-HOLDING			
				S-TIME							5.	6.	WITH-HOLDING			
				O-TIME							1.	2.	WITH-HOLDING			
				S-TIME							3.	4.	WITH-HOLDING			
				O-TIME							5.	6.	WITH-HOLDING			
				S-TIME							1.	2.	WITH-HOLDING			
				O-TIME							3.	4.	WITH-HOLDING			
				S-TIME							5.	6.	WITH-HOLDING			
				O-TIME							1.	2.	WITH-HOLDING			
				S-TIME							3.	4.	WITH-HOLDING			
				O-TIME							5.	6.	WITH-HOLDING			
				S-TIME							1.	2.	WITH-HOLDING			
				O-TIME							3.	4.	WITH-HOLDING			
				S-TIME							5.	6.	WITH-HOLDING			
				O-TIME							1.	2.	WITH-HOLDING			
				S-TIME							3.	4.	WITH-HOLDING			
				O-TIME							5.	6.	WITH-HOLDING			
				S-TIME							1.	2.	WITH-HOLDING			
				O-TIME							3.	4.	WITH-HOLDING			
				S-TIME							5.	6.	WITH-HOLDING			
				O-TIME							1.	2.	WITH-HOLDING			
				S-TIME							3.	4.	WITH-HOLDING			
				O-TIME							5.	6.	WITH-HOLDING			
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				S-TIME							5.	6.	WITH-HOLDING			
				O-TIME							1.	2.	WITH-HOLDING			
				S-TIME							3.	4.	WITH-HOLDING			
				O-TIME							5.	6.	WITH-HOLDING			

7/13/2009
WWS-CP1

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

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

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-CPI 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 hs 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 CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY
SCHEDULE OF PREVAILING WAGES**

SCHEDULE OF PREVAILING WAGES

CRRA will provide the "Schedule of Prevailing Wages" at the mandatory pre-bid conference and site tour on Wednesday, August 4, 2010.

EXHIBIT J

To

**AGREEMENT FOR CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

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 CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

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 CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

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 "Notice of Award" will be added by CRRA.]

EXHIBIT M

To

**AGREEMENT FOR CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**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 CONSTRUCTION OF A NEW JET-FUEL
TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

**CRRA PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**



**PRESIDENT'S CERTIFICATION
CONCERNING GIFTS**

**AGREEMENT FOR
CONSTRUCTION OF A NEW JET-FUEL TANK AT THE
MID-CONNECTICUT GAS TURBINE FACILITY**

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 Construction of a New Jet-Fuel Tank at the Mid-Connecticut Gas Turbine Facility" was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Signature: _____

Name: **Thomas D. Kirk**

Title: **President**

State Of: **Connecticut**

County Of: **Hartford**

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

Sworn to before me this _____ day of _____ 20 ____

Notary Public/Commissioner of the Superior Court