

**CONNECTICUT  
RESOURCES  
RECOVERY  
AUTHORITY**

**REQUEST FOR BIDS  
FOR  
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM  
EXHIBIT AREA  
1410 HONEYSPOOT ROAD EXTENSION  
STRATFORD, CONNECTICUT**

**BID DUE DATE: MAY 2, 2007**

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

**April 2, 2007**

**REQUEST FOR BIDS**  
**For**  
**EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM**  
**EXHIBIT AREA**

Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

April 2, 2007

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**REQUEST FOR BIDS  
FOR  
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM  
EXHIBIT AREA**

**SECTION 1**

**NOTICE TO FIRMS – REQUEST FOR BIDS**

# CONNECTICUT RESOURCES RECOVERY AUTHORITY

## NOTICE TO FIRMS - INVITATION TO BID

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities in the state. Among the facilities that CRRA has developed and operates is the Children's Garbage Museum ("the Museum") located at 1410 Honeyspot Road Extension, Stratford, Connecticut. The Museum is preparing to expand its second-floor exhibit space.

CRRA is requesting bids from qualified firms ("Bidder" or "Contractor") to **design, build, and furnish** all materials, labor, equipment, and incidentals thereto for the installation of certain exhibits and other related items for the second floor of the Museum. The goal of this Project is to expand current educational areas and develop exhibits that pertain to solid waste management.

Request for Bid ("RFB") package documents may be obtained Monday through Friday, from 8:30 a.m. to 4:00 p.m., at the offices of CRRA's Children's Garbage Museum ("the Museum") located at 1410 Honeyspot Road Extension, Stratford, Connecticut beginning **Monday, April 2, 2007**. The documents will also be available beginning on the same date on the World Wide Web at <http://www.crra.org> under the "Business Opportunities" page.

There will be a mandatory pre-bid conference and tour of the facility for all prospective bidders. **The mandatory pre-bid conference and tour will be held at the Museum on Wednesday, April 11, 2007 at 11:00 a.m., Eastern Time.** No bid will be accepted from a bidder that does not attend the pre-bid conference and tour.

**Sealed bids in response to this RFB must be received no later than 3:00 p.m., Eastern Time, on Wednesday, May 2, 2007 at the following address: Connecticut Resources Recovery Authority, Children's Garbage Museum, 1410 Honeyspot Road Extension, Stratford, Connecticut 06615.**

Bids will be opened privately at CRRA's convenience on or after the bid due date. Note that all information submitted by a firm responding to this RFB is subject to the Freedom of Information Act.

Any potential bidder having any questions concerning this RFB may contact Amado Budy, Architect and Construction Specialist, at (860) 757-7723.

**REQUEST FOR BIDS  
FOR  
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM  
EXHIBIT AREA**

**SECTION 2  
INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

## EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM EXHIBIT AREA

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#### 1. Introduction

The Connecticut Resources Recovery Authority ("CRRA") is a quasi-public agency of the State of Connecticut that is responsible for providing solid waste disposal and recycling services to more than 100 municipalities in the state. To that end, CRRA has developed, constructed and now operates an integrated system of four resource recovery facilities, two regional recycling centers, five landfills (two of which are still in operation) and twelve transfer stations. At present, CRRA accepts more than 75% of the municipal solid waste ("MSW") generated in Connecticut. These facilities are operated by entities that are under contract to CRRA.

Among the facilities CRRA has developed and operates is the Children's Garbage Museum ("Museum") located at 1410 Honeyspot Road Extension, Stratford, Connecticut. CRRA is preparing to expand the Museum's second-floor exhibit space. The goal of this project is to expand current educational areas and develop exhibits that pertain to solid waste management. Specifically, the exhibit area must appeal to Grades 3 and up, must be interactive and self-contained and must be built to a standard of durable use. The topics covered by the space will include Trash-to-Energy, Ash Landfills and Recycling/Resource Recovery. The space and exhibits may be used for group tours and/or public visitors. Appropriate signage to explain the exhibits for self-guided tours must be included.

The project must be completed within One Hundred Twenty (120) days of CRRA issuing to the successful Contractor a Notice To Proceed with the Project.

## **2. Communications With CRRA Staff And Board Members**

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

## **3. Scope Of Work**

The Work to be performed under the Agreement is more particularly described in **Exhibit A** of the Agreement. Specific instructions about how the Work is to be performed are included in the Agreement. The successful bidder will be required to furnish all materials, labor, equipment and incidentals thereto to design, build and install certain exhibits and other related items for the second floor of the Museum (hereinafter collectively referred to as the "Work" or "Project").

For the floor plan of the Museum, see **Schedule A** attached to this RFB.

## **4. RFB Package Documents**

This RFB package consists of the following documents:

- (a) Notice To Firms – Invitation To Bid;
- (b) Instructions To Bidders;
- (c) Bid Form;
- (d) Lump Sum Bid Price Form;
- (e) Referenced Form
- (f) Work Experience Form;
- (g) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety;
- (h) Affidavit Of Third Party Fees;
- (i) Notice Of Award;
- (j) Notice To Proceed
- (k) Children's Garbage Museum Expansion Agreement, including:
  - (1) Scope of Work
  - (2) Contract Time

Complete sets of the above documents may be obtained during normal business hours at CRRA's Offices, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722, beginning Monday, April 2, 2007.

All of the Bid Package Documents are also available in PDF format beginning on the same date on the World Wide Web at:

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

All of the forms included in the documents are also available for downloading in Microsoft Word format. CRRA encourages bidders to use the Microsoft Word forms.

## 5. **Mandatory Pre-Bid Conference and Site Tour**

**A mandatory pre-bid conference and tour of the Museum for all prospective bidders will be conducted by CRRA staff at the Children's Garbage Museum on Wednesday, April 11, 2007 beginning at 11:00 a.m., Eastern Time.** In particular, prospective bidders will review and investigate the Museum site and the Project to enable prospective bidders to blend their proposals for the Project with the existing exhibits at the Museum. Prospective bidders will also inspect the Museum to ascertain what electrical work, including tie-ins to the existing second floor of the Museum, would be necessary.

CRRA reserves the right to reject bids submitted by a bidder that did not attend the mandatory pre-bid conference and site tour. Alternate times for visiting the Museum will not be allowed.

Prospective bidders should contact Sotoria Montonari ((860) 757-7764 or (203) 386-9755 or [smontanari@crra.org](mailto:smontanari@crra.org)) at least 24 hours in advance of the pre-proposal conference and site tour (i.e., by 10:00 a.m., Tuesday, April 10, 2007) to make arrangements for participating in the conference and tour and for directions to the Museum. Except as otherwise authorized by this Instructions To Bidders, bidders are expressly prohibited from contacting any CRRA personnel regarding this RFB.

## 6. **Addenda and Interpretations**

CRRA may issue Addenda to this RFB package that shall, upon issuance, become part of this package and binding upon all potential or actual bidders for the Work. Such Addenda may be issued in response to written requests for interpretation or clarification received from potential bidders. Any request for interpretation or clarification of any documents included in this RFB package or any other question must be **submitted in writing to Sotoria Montanari, Education Supervisor, by e-mail ([smontanari@crra.org](mailto:smontanari@crra.org)) or by fax ((860) 278-8471) or by letter (CRRA, 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103-1722).**

**To be given consideration, any such request must be received by CRRA by 3:00 p.m., on Wednesday, April 18, 2007.**

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

Addenda, if any, 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. Such addenda will be mailed/e-mailed and posted on the web site no later than three (3) days before the submittal deadline.

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

## **7. Bid Submission Procedures**

**Sealed bids in response to this RFB must be submitted no later than 3:00 p.m., Eastern Time, Wednesday, May 2, 2007 at the following address:**

**Connecticut Resources Recovery Authority  
Children's Garbage Museum  
ATTN: Ms. Sotoria Montanari  
1410 Honeyspot Road Extension  
Stratford, Connecticut 06615**

CRRA reserves the right to reject bids received after the time and date set forth above.

**Each bidder must submit one (1) original and two (2) copies of its bid.** The original of the 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 Expansion Of The Children's Garbage Museum Exhibit Area."

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

**The terms and conditions of the Agreement (Section 11 of this RFB), as attached, are non-negotiable. Any bidder that will be unable to execute the Agreement, as attached, should not submit 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 offices at any time prior to the bid due date.

## **8. Bid Contents**

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

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

- (a) Cover letter, which includes the name of the bidder and the names of any subcontractors the bidder would use to complete the Work. The cover letter must be signed by an individual authorized to enter into the Agreement with CRRA;
- (b) The completed Bid Form, with Addenda, if any, listed in the appropriate place (Page 3-2), the name and address of the contact for Notices listed in the appropriate place (Page 3-6) and the completed agreement page (Page 3-7);
- (c) The completed Lump Sum Bid Price Form (Pages 4-1 through 4-2);
- (d) "Design concept" plans (sketch and narrative that provide CRRA with an outline and general description of Bidder's intent for the Project. Recycled materials or recycled content materials and/or "found" items are encouraged for the Work. Proposals should point out where these particular materials are utilized.
- (e) The completed References Form (Page 5-1);
- (f) The completed Background Form (Page 6-1). Bidder must include as part of the Background Form a resume or brochure of accomplishment applicable to the type of Work in this RFB package;
- (g) The completed Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety form;
- (h) The completed Affidavit Of Third Party Fees (subscribed and sworn before a Notary Public or Commissioner of the Superior Court);

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

## **9. Bid Opening**

All bids will be opened privately at CRRA's convenience on or after the bid due date. **CRRA reserves the right to reject any or all of the bids, or any part(s) thereof, and/or to waive any informality or informalities in any bid or the RFB process.**

## **10. Bid Evaluation**

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

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.

### **10.1 Evaluation Criteria**

CRRA will base its evaluation of bids on the following criteria:

- (a) Price;
- (b) Qualifications;
- (c) Demonstrated skill, ability and integrity to perform the Services required by the Contract Documents; and
- (d) Any other factor or criterion that CRRA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.

### **10.2 Additional Evaluation Criteria**

CRRA will also base its evaluation of bids on criteria including, but not limited to, the following:

- (a) The knowledge, capability and experience of the bidder in performing services similar to the Work addressed in this RFB;
- (b) The quality and appropriateness of the “design concept” plans prepared by the bidder; and
- (c) The references for the bidder.

## **11. Interviews**

To assist in the selection process, CRRA may decide to interview bidders. Such Interviews, if they are conducted, will be held during the week of May 14, 2007.

## **12. Contract Award**

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

CRRA reserves the right to correct inaccurate awards resulting from its 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.

### 13. RFB Projected Timeline

The following is the projected timeline for the RFB process:

ITEM	DATE
RFB Formally Announced	Monday, April 2, 2007
Pre-Bid Conference and Site Tour	Wednesday, 11:00 AM April 11, 2007
Deadline for Written Questions	Wednesday, April 18, 2007
Response to Written Questions	By Friday, April 27, 2007
Bids Due at CRRA	Wednesday, May 2, 2007

CRRA reserves the right at its sole and absolute discretion to extend any of the actual or proposed dates in the above Projected Timeline applicable to all bidders, and further reserves the right to reject any and all bids and republish this RFB. CRRA also reserves the right at its sole and absolute discretion to terminate this RFB process at any time prior to the execution of any Agreement.

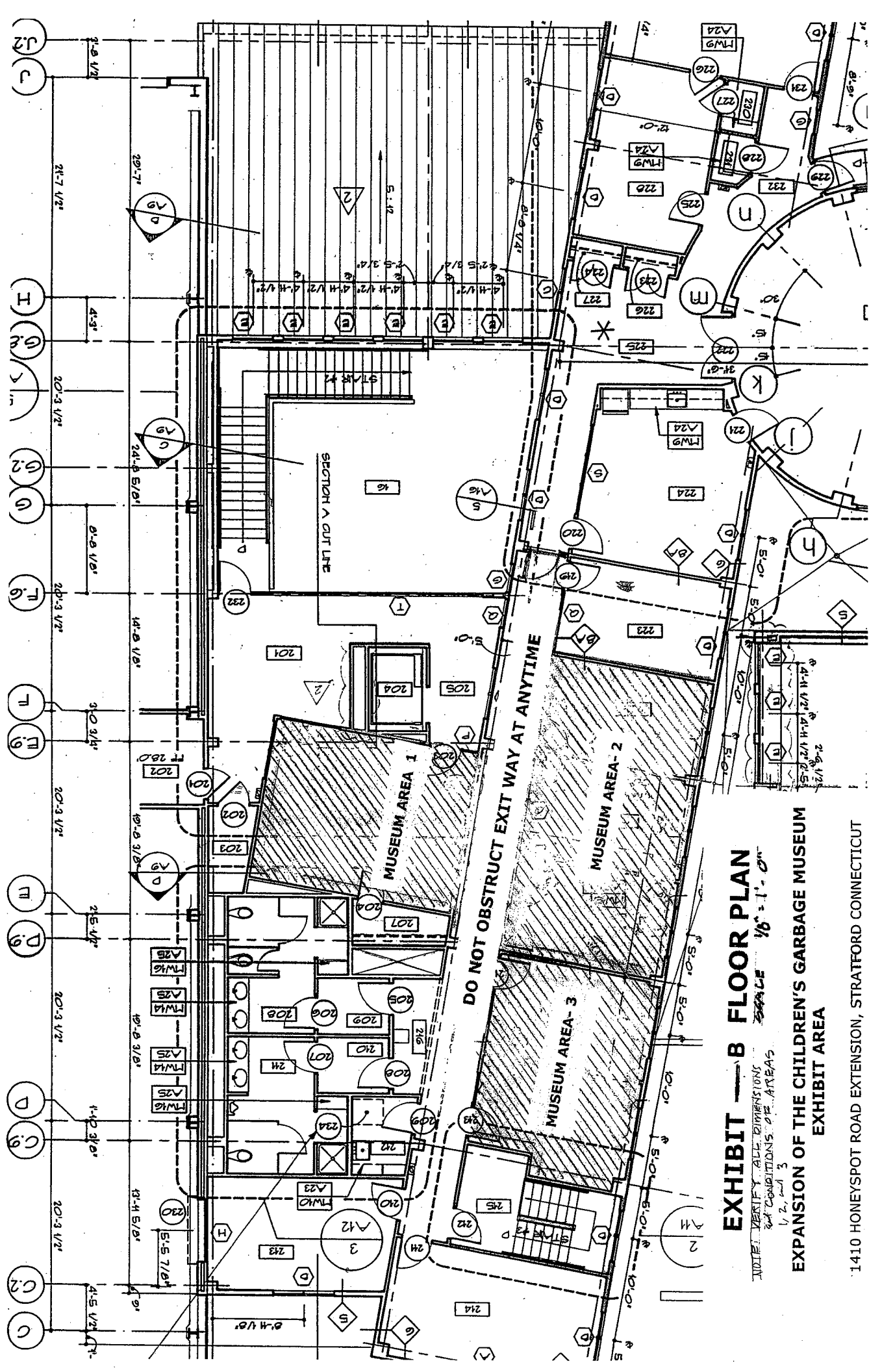
### 14. Bidder's Qualifications

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

### 15. 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. No bidder shall be compensated for its preparation costs associated with the "design concept" plans it submits as part of its bid.

**SCHEDULE A**  
**FLOOR PLANS OF MUSEUM**



**EXHIBIT B FLOOR PLAN**

NOTICE: VERIFY ALL DIMENSIONS  
 AND CONDITIONS OF AREAS  
 1, 2, and 3

**EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM  
 EXHIBIT AREA**

1410 HONEYSPOUT ROAD EXTENSION, STRATFORD CONNECTICUT

**REQUEST FOR BIDS  
FOR  
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM  
EXHIBIT AREA**

**SECTION 3  
BID FORM**

# BID FORM

**PROJECT:** Bridgeport

**CONTRACT NUMBER:** \_\_\_\_\_ (To be filled in later by CRRA)

**CONTRACT FOR:** Children's Garbage Museum Expansion

**BIDS SUBMITTED TO:** Connecticut Resources Recovery Authority  
100 Constitution Plaza, 6<sup>th</sup> Floor  
Hartford, Connecticut 06103-1722

## 1. DEFINITIONS

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

## 2. TERMS AND CONDITIONS

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

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

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

## 3. BIDDER'S OBLIGATIONS

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

- (a) To enter into and execute the Agreement included in the Contract Documents;
- (b) To perform, furnish and complete all the Work as specified or indicated in the Contract Documents and Agreement for the applicable prices, rates and/or costs set forth in this Bid and in accordance with the terms and conditions of the Contract Documents and Agreement; and

- (c) At the request of CRRA and if the successful Bidder qualifies, the successful Bidder shall apply with the State of Connecticut Department of Administrative Services, and do all that is necessary to make itself qualify, as a Small Contractor and/or Minority/Women/ Disabled Person Business Enterprise in accordance with Section 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, are non-negotiable, and Bidder is willing to and shall, if CRRA accepts its Bid for the Services and issues a Notice Of Award to Bidder, execute such Agreement. However, CRRA reserves the right to negotiate with Bidder over Bidder’s price and rates for the Services submitted on its Lump Sum 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 Services 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 Services;
- (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 any conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, such failure shall be deemed by both Bidder and CRRA to be a waiver to assert these issues and claims in the future;
- (g) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Services;
- (h) Bidder is aware of the general nature of work to be performed by CRRA and others at the Site that relates to the Services for which this Bid is submitted; and
- (i) The Contract Documents are generally sufficient to indicate and convey understanding by Bidder of all terms and conditions for performing, furnishing and completing the Services 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 this RFB package 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(s);
- (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 its Bid or any 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 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) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation, other than CRRA;
- (b) 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 with any other person or company;
- (c) Unless otherwise required by law, the prices that have been quoted in this Bid have not, directly or indirectly, been knowingly disclosed by the Bidder prior to "opening" to any other person or company;

- (d) 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;
- (e) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; and
- (f) Bidder has not sought by collusion to obtain for itself any advantage for the Services over any other Bidder for the Services 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 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 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. 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 Services (or any part thereof) described in the Contract Documents; and/or
- (c) Any award or non-award of a contract for the Services (or any part thereof) pursuant to the Contract Documents.

## **13. ATTACHMENTS**

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

- (a) The completed Lump Sum Bid Price Form;
- (b) The Bidder's "design concept" plans for the Project;
- (c) The completed References Form;

- (d) The completed Work Experience Form, including a resume and/or brochure of accomplishment applicable to type of Work in this RFB;
- (e) Questionnaire Concerning Affirmative Action, Small Business Contractors And Occupational Health And Safety, which has been completely filled out by Bidder; and
- (f) Affidavit Of Third Party Fees, which has been completely filled out by Bidder and signed before a Notary Public or Commissioner of the Superior Court.

**14. NOTICES**

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

Bidder Name:	
Bidder Contact:	
Title:	
Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

**15. ADDITIONAL REPRESENTATION**

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

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

**AGREED TO AND SUBMITTED ON** \_\_\_\_\_, 200 7

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

**REQUEST FOR BIDS  
FOR  
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM  
EXHIBIT AREA**

**SECTION 4  
LUMP SUM BID PRICE FORM**

# LUMP SUM BID PRICE FORM

Name of Bidder (Firm):	
------------------------	--

Each bidder shall submit a Lump Sum Bid Price Form as part of its bid. Bidders should carefully review the Scope Of Work for the Project (**Exhibit A** to the Agreement) prior to preparing the Lump Sum Bid Price Form. The lump sum bid price for each Component of the Work shall include all necessary design work, all work needed to build the exhibits and all necessary labor and incidentals necessary for the installation of the four exhibits in the second floor of the Museum.

By submitting this Lump Sum Bid Price Form, Bidder affirms that the lump sum bid prices provided below represents the entire cost to complete the Work in accordance with the RFB, and that no claim will be made by Bidder on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this Project, and that each and every such claim is hereby expressly waived by Bidder.

## 1. Component 1 – Hands-On Trash To Energy Area Exhibit (Museum Area 1)

Bidder will complete Component 1 – Hands-On Trash To Energy Area Exhibit (Museum Area 1) for the following lump sum bid price:

(Use Words)
\$
(Use Figures)

## 2. Component 2 – Recycling and Resource Recovery Area Exhibit (Museum Area 2)

Bidder will complete Component 2 – Recycling and Resource Recovery Area Exhibit (Museum Area 2) for the following lump sum bid price:

(Use Words)
\$
(Use Figures)

**3. Component 3 – “Mock” Conveyor Belt Activity Room Exhibit (Museum Area 3)**

Bidder will complete Component 3 – “Mock” Conveyor Belt Activity Room Exhibit (Museum Area 3) for the following lump sum bid price:

(Use Words)

\$
(Use Figures)

**4. Component 4 – Portable Exhibits**

Bidder will complete Component 4 – Portable Exhibits for the following lump sum bid price:

(Use Words)

\$
(Use Figures)

**5. Component 5 – Additional Items**

Bidder will complete Component 5 – Additional Items for the following lump sum bid price:

(Use Words)

\$
(Use Figures)

**6. Total of Components 1 through 5**

Bidder will complete Components 1 through 5 for the following Total lump sum bid price:

(Use Words)

\$
(Use Figures)

**REQUEST FOR BIDS  
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EXHIBIT AREA**

**SECTION 5  
REFERENCES FORM**

## REFERENCES FORM

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

**REQUEST FOR BIDS  
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**SECTION 6  
WORK EXPERIENCE FORM**

## **WORK EXPERIENCE FORM**

In the space below, summarize work of a similar nature to that specified in the Contract Documents which has been performed by Bidder and which will enable CRRA to evaluate the experience and professional capabilities of Bidder. Bidder must attach a resume or brochure of accomplishment applicable to the type of Work in this RFB Package.

**REQUEST FOR BIDS  
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**SECTION 7  
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 or Proposer, as appropriate.

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

## LIST OF ACRONYMS

RCSA	-	Regulations of Connecticut State Agencies
CHRO	-	State of Connecticut Commission on Human Rights and Opportunities
DAS	-	State of Connecticut Department of Administrative Services
MWDP	-	Minority/Women/Disabled Person

## FOOTNOTE

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

## SCHEDULE A CRITERIA FOR A SMALL CONTRACTOR

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

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

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

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

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

## CONNECTICUT GENERAL STATUTES SECTION 32-9n

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

**REQUEST FOR BIDS  
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**SECTION 8  
AFFIDAVIT OF THIRD PARTY FEES**



# AFFIDAVIT OF THIRD PARTY FEES (Form A2)

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

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

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

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

(Attach additional copies of this page as necessary.)

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

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

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

<sup>1</sup> Please attach documents evidencing the terms of the fee arrangement and services.



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

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

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

***Attach additional pages as necessary.***

**REQUEST FOR BIDS  
FOR  
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**SECTION 9  
NOTICE OF AWARD**

## NOTICE OF AWARD

**TO:**

**PROJECT:** Bridgeport

**CONTRACT NUMBER:** \_\_\_\_\_

**CONTRACT FOR:** Children's Garbage Museum Expansion

The Connecticut Resources Recovery Authority ("CRRA") has considered the Bid submitted by you dated [Date of the Proposal] in response to CRRA's Notice To Firms – Invitation To Bid for the above-referenced Work, which Work is more particularly described in the Children's Garbage Museum Agreement (the "Work").

You are hereby notified that your Bid has been accepted for the Work totaling the amount of [Amount of Bid].

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Michael Tracey, P.E.  
Title: Operations Manager  
Duly Authorized

**ACCEPTANCE OF NOTICE**

Receipt of this NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Typed/Printed Name)  
Title: \_\_\_\_\_  
Duly Authorized

**REQUEST FOR BIDS  
FOR  
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM  
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**SECTION 10  
NOTICE TO PROCEED**

## NOTICE TO PROCEED

**TO:**

**PROJECT:** Bridgeport

**CONTRACT NUMBER:** \_\_\_\_\_

**CONTRACT FOR:** Children's Garbage Museum Expansion

You are hereby notified to commence the Work 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 Commences]. 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.

Connecticut Resources Recovery Authority

By: \_\_\_\_\_  
Michael Tracey, P.E.  
Title: Operations Manager

### ACCEPTANCE OF NOTICE

Receipt of this NOTICE TO PROCEED is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Typed/Printed Name)  
Title: \_\_\_\_\_

**REQUEST FOR BIDS  
FOR  
EXPANSION OF THE CHILDREN'S GARBAGE MUSEUM  
EXHIBIT AREA**

**SECTION 11**

**CHILDREN'S GARBAGE MUSEUM EXPANSION  
AGREEMENT**

# CHILDREN'S GARBAGE MUSEUM EXPANSION AGREEMENT

This **CHILDREN'S GARBAGE MUSEUM EXPANSION AGREEMENT** (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007 (the "Effective Date"), by and among the **CONNECTICUT RESOURCES RECOVERY AUTHORITY**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having its principal offices at 100 Constitution Plaza, 6th Floor, Hartford, Connecticut 06103-1702 (hereinafter "CRRA") and \_\_[**SUCCESSFUL BIDDER**], a \_\_\_\_\_ corporation, having its principal offices at \_\_\_\_\_ (hereinafter "Contractor").

## PRELIMINARY STATEMENT

CRRA is the owner of a certain parcel of real property located at 1410 Honeyspot Road Extension, Stratford, Connecticut, upon which CRRA operates a Children's Garbage Museum ("Museum"). The Museum is open to the public and provides tours and educational activities pertaining to solid waste management. CRRA now desires to enter into this Agreement with Contractor in order to have Contractor design, build, and furnish all materials, labor, equipment, and incidentals necessary for the installation of certain exhibits and other related items for the second floor of the Museum (the "Project").

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

## ARTICLE 1. DEFINITIONS

### 1.1 Specific Terms

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

- (a) **Acceptance Date** - The date on which CRRA determines that the work set forth in subsections (a), (b) (c) (d), and (e) of Section 2.1 hereof (the "Work") has been completed by Contractor in accordance with the Contract Documents.
- (b) **Contract Documents** - This Agreement (including all exhibits attached hereto), the Notice To Proceed (as defined herein), any written amendments to any of the Contract Documents and any change order issued pursuant to Section 2.7 hereof.
- (c) **Contract Time** - The number of days or the date, as set forth in **Exhibit B** of this Agreement, to perform and complete the Work.

- (d) **Effective Date** - The date set forth above in this Agreement.
- (e) **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.

## **ARTICLE 2. SCOPE OF WORK**

### **2.1 Contractor's Responsibilities**

Contractor shall:

- (a) Design, build, and furnish all materials, labor, equipment, and incidentals necessary for the installation of certain exhibits and other related items for the second floor of the Museum more particularly described in **Exhibit A** attached hereto;
- (b) Perform all other work required for the Project in accordance with and as required by the Contract Documents;
- (c) Furnish 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);
- (d) Procure all of the local, state and federal permits required for the Work hereunder, and
- (e) Restore any part of the Museum improvements thereon, or the Work (as hereinafter defined) that require restoration pursuant to the terms and conditions in Section 4.4 hereof.

Subsections (a) through (e) of this Section 2.1 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 with:

- (a) Any and all instructions, guidance and directions provided by CRRA to Contractor;
- (b) The Contract Documents;
- (c) Sound design and construction practices;

- (d) The highest industry standards applicable to Contractor and its performance of the Work hereunder;
- (e) Performance that minimizes negative impact on the daily operation and functions of CRRA and its Museum;
- (f) The schedule for the Work set forth in **Exhibit B** attached hereto and made a part hereof and any schedule for any other Work mutually agreed upon in writing by CRRA and Contractor; and
- (g) All Laws and Regulations.

Subsections (a) through (g) of this Section 2.2 are hereinafter collectively referred to as the “Standards.”

### **2.3 CRRA’s Responsibilities**

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

### **2.4 Direction of Work**

CRRA 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. Upon termination, CRRA shall pay Contractor for all Work performed by Contractor prior to such termination that is in conformance with the Standards, and CRRA shall have no further liability hereunder.

### **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 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.

## **2.6 Access**

CRRA hereby grants to Contractor access to only those areas of the Museum 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 Museum by either CRRA or any other person or entity;
- (b) Contractor directly coordinates with CRRA on such access and Contractor's storage of any materials on the Museum; 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 and the written mutual agreement of the parties hereto upon the cost and time schedule for the work required for such revisions, modifications or changes, Contractor shall perform such work. If any adjustment(s) to the Contract Price and/or any of the Contract Times 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 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.

# **ARTICLE 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 \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS (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.

## **3.2 Payment Procedure**

Contractor shall be paid for the Work under this Agreement in accordance with the following milestone schedule:

- (a) Fifteen Percent (15%) or \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS shall be payable upon CRRA's acceptance of Contractor's Design Plans;
- (b) Forty Percent (40%) or \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS shall be payable upon Contractor completing the off-site construction Work;
- (c) Forty Percent (40%) or \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS shall be payable upon Contractor completing the installation of all components of the Project; and
- (d) Five Percent (5%) or \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS shall be payable upon Contractor completing the punch list items.

Contractor shall submit to CRRA a written request in duplicate for each above milestone payment for all such Work. The written request for payment shall include the following:

- (a) The name of the Project;
- (b) The contract number (to be provided by CRRA);
- (c) The CRRA Purchase Order Number (to be provided by CRRA); and
- (d) A detailed description of requested milestone payment, including the Work performed and a cost itemization for such Work.

If CRRA determines in its sole discretion that the Work and milestone payment for which Contractor is requesting payment has been properly performed and completed in conformance with the Standards, then CRRA shall pay Contractor the requested milestone payment within thirty (30) days after CRRA's receipt of such written request. If, however, CRRA determines that any of the Work or milestone payment for which Contractor has requested payment is not in conformance with the Standards, then CRRA may in its sole discretion also withhold all or a portion of the requested milestone payment, and Contractor shall immediately take, at its sole cost and expense, all action necessary to render such Work in conformance with the Standards.

### **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.

## ARTICLE 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 (1st) 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 Contractor returns the executed Agreements and provides all required documents under this Agreement, including but not limited to the insurance certificates, 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 B** in order to complete all such Work by the One Hundred Twentieth (120th) day 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 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 (but not as a penalty) Contractor shall pay CRRA One Hundred and 00/100 (\$100.00) Dollars for each calendar day beyond the Completion Date that Contractor fails to complete all of the Work until all such Work is completed by Contractor.

### 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. In the event that CRRA fails to pay Contractor any payments required to be paid hereunder in accordance with Article 3 hereof, then Contractor may terminate this Agreement by providing CRRA with thirty (30) days' prior written notice of such termination. Prior to any termination of this Agreement, Contractor shall:

- (a) Remove all of its personnel and equipment from the Museum;
- (b) Restore any portion of the Museum or the improvements thereon, other than those areas of the Museum or such improvements improved by Contractor pursuant to this Agreement, disturbed or damaged in performing the Work hereunder to the same condition existing prior to such disturbance or damage; and
- (c) 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.

Upon termination of this Agreement pursuant to this Section 4.3 and provided Contractor has performed its obligations under this Section 4.3 to CRRA's satisfaction, CRRA shall pay Contractor for all Work performed by Contractor prior to such termination that is in conformance with the Standards, and CRRA shall have no further liability hereunder.

#### **4.4 Restoration**

Unless otherwise directed in writing by CRRA, Contractor shall:

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

### **ARTICLE 5. WARRANTIES**

#### **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, liabilities, workers' compensation payments, and expenses (including but not limited to attorneys' fees) arising out of injuries to the person (including death), damage to property, any patent infringement dispute, 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 Year following the Acceptance Date (the "Warranty Period"), Contractor warrants the workmanship, equipment, design, 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, design, or materials is or has become defective or is deficient, Contractor shall, at its own cost and expense, promptly repair or replace such defective workmanship, equipment, design, or materials in order to render the same to the same condition as warranted above. Any repairs to or replacements of such workmanship, equipment, design, or materials required under this Section 5.2 must be approved by CRRA before Contractor may commence performance of such repairs or replacements. If Contractor is required to repair or to replace any defective workmanship, equipment, design, or materials of this Project pursuant to this Section 5.2, Contractor shall extend the warranty provisions under this Section 5.2 to the foregoing repaired or replaced defective workmanship, equipment, design, or materials an additional ninety (90) days from the date of repair or replacement. 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 of this Agreement.

## ARTICLE 6. INSURANCE

### 6.1 Required Insurance

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

- (a) Commercial General Liability insurance alone or in combination with Commercial Umbrella insurance with a limit of not less than two million (\$2,000,000.00) dollars each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insurance contract (including the tort liability of another assumed in a business contract).
- (b) Business Automobile Liability insurance alone or in combination with Commercial Umbrella insurance covering any auto (including owned, hired, and non-owned autos), with a limit of not less than five hundred thousand (\$500,000.00) dollars each accident.
- (c) Workers' Compensation with statutory limits and Employers' Liability limits of not less than five hundred thousand (\$500,000.00) dollars "each Accident," five hundred thousand (\$500,000.00) dollars "Disease Policy Limit," and five hundred thousand (\$500,000.00) for "Disease each Employee."
- (d) Professional liability insurance with a limit of not less than five hundred thousand (\$500,000.00) dollars.

## **6.2 Certificates**

Upon Contractor's execution of this Agreement, Contractor shall submit to CRRA a certificate or certificates for each required insurance referenced in Section 6.1 above certifying that such insurance is in full force and effect and setting forth the information required by Section 6.3 below. Additionally, Contractor shall furnish to CRRA within thirty (30) days before the expiration date of the coverage of each required insurance set forth in Section 6.1 above, a certificate or certificates containing the information required by Section 6.3 below and certifying that such insurance has been renewed and remains in full force and effect.

## **6.3 Specific Requirements**

All policies for each insurance required hereunder shall:

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

## **6.4 Issuing Companies**

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

## **6.5 Umbrella Liability Insurance**

Subject to the terms and conditions of this Article 6, Contractor may submit to CRRA documentation evidencing the existence of umbrella liability insurance coverage in order to satisfy the limits of coverage required hereunder for commercial general liability insurance, automobile liability insurance and employers' liability insurance.